

**AMENDMENT NO. 1
TO
INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS DEPARTMENT OF PUBLIC SAFETY
AND
CITY OF AUSTIN**

This Amendment No. 1 to the Interagency Cooperation Contract (IAC) fully executed May 25, 2016, by and between the Texas Department of Public Safety (TXDPS) and the City of Austin, is entered into by and between TXDPS and the City of Austin and is effective October 1, 2016.

1. Section IV of the IAC, "BASIS FOR CALCULATING REIMBURSABLE COSTS" is hereby deleted in its entirety and replaced with the following:

"IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

Costs associated with this Agreement are based upon type of service rendered:

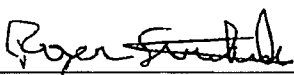
- Fingerprint based submission is \$15.00 per Texas search.
- Name based inquiry is \$1.00 per Texas search
- Federal Bureau of Investigation (FBI) fingerprint based submission is \$12.00 per national search, fingerprint based volunteer submission is \$10.75 per national search.
- Performing Agency may elect to assess a fee of \$1.00 per review of a CHRI record subscribed to through the Clearinghouse (costs are subject to change as appropriate based upon costs assessed by FBI for this service),
- Non-criminal justice electronic fingerprint capture service (contracted service) is \$10.00.
- At the request of the Receiving Agency, TXDPS may resubmit fingerprint cards for a fee of \$27.00. The appropriate statutory authority must exist and be followed.

All fees are subject to adjustment resulting from mandated legislation or rule making and monthly invoices will reflect actual fees assessed."

2. All other terms and conditions of the IAC shall remain in full force and effect.

RECEIVING AGENCY

City of Austin

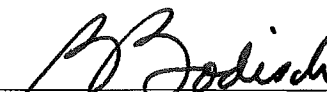
By: 
Authorized Signature

Printed Name: Roger Strickland

Date: 3-20-2017

PERFORMING AGENCY

Texas Department of Public Safety

By: 
Robert J. Bodisch Sr.
Deputy Director, Homeland Security Services

Date: 4.3.17



Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the last date written below between the City of Austin ("Austin"), and the Texas Department of Public Safety ("TXDPS").

Both Austin and TXDPS have each determined a need for a cooperative agreement to purchase like criminal history record information ("CHRI") services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing.

For purposes of this Agreement, CHRI services are defined as fingerprinting and name based inquiries for job applicants and/or prospective employees to determine eligibility for licensing or employment in accordance with applicable authorizing statutes.

Austin and TXDPS are authorized by Section 271.102 of the Texas Local Government Code and Chapter 791 of the Texas Government Code to pursue mutually beneficial and cooperative purchasing programs, and to enter into this agreement.

The Parties therefore agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide Austin and TXDPS with additional purchasing options by satisfying the provisions of Section 271.102 of the Texas Local Government Code.
2. **Purchasing Procedure.**
 - 2.1. **Designated Representative.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").
 - 2.2. **Vendor Agreement.** A party that enters into a contract for CHRI services with a vendor (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such services.
 - 2.3. **Payments and Contract Monitoring.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall determine whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of

Cooperative Purchasing Agreement

items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

2.4. **No Obligation.** Execution of this Agreement does not obligate Austin or TXDPS to make any purchase, to pay any membership fee or to otherwise incur any cost or obligation.

3. Miscellaneous.

3.1. **Duration.** This Agreement is effective on the date of the last signature below for a period of 120 months.

3.2. **Termination.** Either party may terminate this Agreement, without cause or penalty, upon not less than thirty days written notice to the other party.

3.3. **Alteration.** This Agreement may not be altered, amended, or modified except with written agreement from both of the Parties.

3.4. **Governing Law and Venue.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations. If any action arises based on any provision of this Agreement, venue for such action shall lie in state or federal courts in accordance with the laws of the State of Texas.

3.5. **Interpretation.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

3.6. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

3.7. **Agreement Execution and Authority.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but the same instrument. The undersigned officers or agents are authorized to execute this Agreement on behalf of the parties, and each party certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

3.8. **Notice.** All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing. Notice will be deemed received if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

Cooperative Purchasing Agreement

3.9. **Headings.** The headings in this Agreement are for reference purposes only and are not intended to affect the meaning or interpretation of the Agreement in any way.

EXECUTED this 25th day of May, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: *R. Bodisch*

Robert J. Bodisch, Sr.

Title: Deputy Director, Homeland Security and Services



CITY OF AUSTIN

P.O. Box 1088

Austin, Texas 78767-1088

By: *Mark Washington*

Title: Interim Assistant City Manager

APPROVED AS TO FORM:

Texas Department of Public Safety



Colin H.
Assistant City Attorney

THE STATE OF TEXAS
COUNTY OF TRAVIS

Contract ID No. 405-LES-16-0024
Performer's TIN. 4054054050

INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT ("Agreement") is entered into by and between the agencies shown as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES

The Receiving Agency: City of Austin

The Performing Agency: Texas Department of Public Safety ("TXDPS")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency shall provide criminal history record information (CHRI) on applicants and/or prospective employees for use in determining eligibility for licensing or employment in accordance with the Receiving Agency's authorizing statute.

III. USE OF CRIMINAL HISTORY RECORD INFORMATION

The Receiving Agency shall comply with all current and future state and federal laws, regulations, and policies related to information received under this Agreement.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

Costs associated with this Agreement are based upon type of service rendered:

- Fingerprint based submission is \$15.00 per Texas search,
- Name based inquiry is \$1.00 per Texas search,
- Federal Bureau of Investigation (FBI) fingerprint based submission is \$14.75 per national search,
- Performing Agency may elect to assess a fee of \$1.00 per review of a CHRI record subscribed to through the Clearinghouse (costs are subject to change as appropriate based upon costs assessed by FBI for this service),
- Non-criminal justice electronic fingerprint capture service (contracted service) is \$10.00.
- At the request of the Receiving Agency, TXDPS may resubmit fingerprint cards for a fee of \$29.75. The appropriate statutory authority must exist and be followed,
- FBI Fingerprint-based Rap Back Fee is \$13.00 per record.

All fees are subject to adjustment resulting from mandated legislation or rule making and monthly invoices will reflect actual fees assessed.

V. CONTRACT AMOUNT

The total amount of services provided is based upon demand but the total amount of this Agreement shall not exceed \$232,000 for the initial 48 month term and \$116,000 for each 24 month extension option for a total not to exceed \$580,000.

VI. PAYMENT FOR SERVICES

The Receiving Agency shall pay for services received from appropriation items or accounts of

the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to the Performing Agency.

Payments for service performed shall be invoiced by the Performing Agency: Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VII. TERM OF CONTRACT

This Agreement is effective September 1, 2015, or the date signed by authorized agency representative if signed after September 1, 2015, and shall terminate after 48 months. The Agreement may be extended up to three 24 month extension options upon the agreement of the parties.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code 411.083 (Dissemination of Criminal History Information).

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by both agencies and that such approval must be obtained prior to the beginning date of this Agreement.

RECEIVING AGENCY

CITY OF AUSTIN

Authorized Signature

Printed or Typed Name

Title: Inland Assistant City Mgr.

Date: 5/6/16

PERFORMING AGENCY

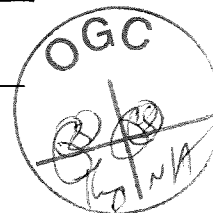
TEXAS DEPARTMENT OF PUBLIC SAFETY

Authorized Signature

Robert J. Bodisch, Sr.
Printed or Typed Name

Title: Deputy Director, Homeland Security and Services

Date: 5.25.16



ATTACHMENT A

TEXAS DEPARTMENT OF PUBLIC SAFETY Penalty for Unauthorized Obtaining, Use or Disclosure of Criminal History Information

**Penalty for Unauthorized Obtaining, Use or Disclosure
of Criminal History Information**

Sec. 411.085. UNAUTHORIZED OBTAINING, USE, OR DISCLOSURE OF CRIMINAL HISTORY RECORD INFORMATION; PENALTY. (a) A person commits an offense if the person knowingly or intentionally:

(1) obtains criminal history record information in an unauthorized manner, uses the information for an unauthorized purpose, or discloses the information to a person who is not entitled to the information;

(2) provides a person with a copy of the person's criminal history record information obtained from the department; or

(3) violates a rule of the department adopted under this subchapter.

(b) An offense under Subsection (a) is a Class B misdemeanor, except as provided by Subsection (c).

(c) An offense under Subsection (a) is a felony of the second degree if the person:

(1) obtains, uses, or discloses criminal history record information for remuneration or for the promise of remuneration; or

(2) employs another person to obtain, use, or disclose criminal history record information for remuneration or for the promise of remuneration.

(d) The department shall provide a copy of this section to:

(1) each person who applies for access to criminal history record information maintained by the department; and

(2) each private entity that purchases criminal history record information from the department.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

June 15, 2016

Texas Department of Public Safety
6121 N. Lamar Blvd.
Austin, TX 78752

Dear Texas Department of Public Safety:

The Austin City Council approved the execution of a contract with your company for criminal history record information in accordance with the referenced solicitation.

Responsible Department:	Human Resources Department
Department Contact Person:	Teresa Navarro
Department Contact Email Address:	Teresa.Navarro@austintexas.gov
Department Contact Telephone:	(512) 974-3452
Project Name:	TxDPS Background Checks
Contractor Name:	Texas Department of Public Safety
Contract Number:	MA 5800 NI160000015
Contract Period:	05/25/2016 – 05/24/2020
Dollar Amount	\$580,000
Extension Options:	Three 24-month options / \$116,000 each
Requisition Number:	RQM 5800 16061400516
Agenda Item Number:	29
Council Approval Date:	10/15/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT

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Cooperative Purchasing Agreement

items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

2.4. No Obligation. Execution of this Agreement does not obligate Austin or TXDPS to make any purchase, to pay any membership fee or to otherwise incur any cost or obligation.

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Cooperative Purchasing Agreement

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EXECUTED this 25th day of May, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: [Signature]
Robert J. Bodisch, Sr.

Title: Deputy Director, Homeland Security and Services




CITY OF AUSTIN
P.O. Box 1088
Austin, Texas 78767-1088

By: [Signature]
Title: Interim Assistant City Manager

APPROVED AS TO FORM:

[Signature]
Texas Department of Public Safety



[Signature]
Assistant City Attorney

THE STATE OF TEXAS
COUNTY OF TRAVIS

Contract ID No. 405-LES-16-0024
Performer's TIN. 4054054050

INTERLOCAL COOPERATION CONTRACT

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THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code 411.083 (Dissemination of Criminal History Information).

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by both agencies and that such approval must be obtained prior to the beginning date of this Agreement.

RECEIVING AGENCY

CITY OF AUSTIN

Authorized Signature

Printed or Typed Name

Title: Inland Assistant City Mgr.

Date: 5/6/16

PERFORMING AGENCY

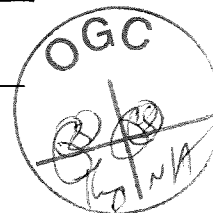
TEXAS DEPARTMENT OF PUBLIC SAFETY

Authorized Signature

Robert J. Bodisch, Sr.
Printed or Typed Name

Title: Deputy Director, Homeland Security and Services

Date: 5.25.16



ATTACHMENT A

TEXAS DEPARTMENT OF PUBLIC SAFETY Penalty for Unauthorized Obtaining, Use or Disclosure of Criminal History Information

**Penalty for Unauthorized Obtaining, Use or Disclosure
of Criminal History Information**

Sec. 411.085. UNAUTHORIZED OBTAINING, USE, OR DISCLOSURE OF CRIMINAL HISTORY RECORD INFORMATION; PENALTY. (a) A person commits an offense if the person knowingly or intentionally:

(1) obtains criminal history record information in an unauthorized manner, uses the information for an unauthorized purpose, or discloses the information to a person who is not entitled to the information;

(2) provides a person with a copy of the person's criminal history record information obtained from the department; or

(3) violates a rule of the department adopted under this subchapter.

(b) An offense under Subsection (a) is a Class B misdemeanor, except as provided by Subsection (c).

(c) An offense under Subsection (a) is a felony of the second degree if the person:

(1) obtains, uses, or discloses criminal history record information for remuneration or for the promise of remuneration; or

(2) employs another person to obtain, use, or disclose criminal history record information for remuneration or for the promise of remuneration.

(d) The department shall provide a copy of this section to:

(1) each person who applies for access to criminal history record information maintained by the department; and

(2) each private entity that purchases criminal history record information from the department.

**City of Austin
Criminal Background Investigation (CBI) Process
HISTORY**

- Early 1990's** The City Auditor recommended that PARD conduct criminal background checks for those who worked with vulnerable populations (children, disabled and elderly). An audit also recommended criminal background checks for cash handlers in all departments.
Successful implementation of the project was hindered by the stringent notice and privacy requirements of the FCRA (Fair Credit Reporting Act) relating to criminal history reports.
City Manager's Office approved the scope of the CBI process in an effort to remedy the problems of mistreatment of Community Service Restitution volunteers and children. Background checks for employees and volunteers as well as utilization of Texas DPS criminal history data was approved.
- 1999-2000** A committee comprised of employees from HRD, department HR staff, and the Law department worked on the CBI process for designated positions that worked with children in non-safety departments.
Safety Departments like APD, AFD, EMS, PARD Police, Marshals, Aviation, and Financial Services conducted their own CBIs.
- 1999-2000** A decentralized CBI pilot program began with five departments who had youth programs including PARD, HHSD, Public Works, WDPR and the Library.
Department HR staff conducted CBIs for applicants who would work with children. The departments used the DPS public website which provided criminal histories comprised of convictions and deferred adjudications.
- 2002** Human Resources issued the first procedure entitled "Conducting a Criminal Background Investigation (CBI) Procedure". The purpose was to establish a uniform procedure for reviewing CBI information of employee and volunteer applicants in designated positions or newly designated positions. In addition, the purpose of the procedure was to train City staff to review, interpret, and use criminal background information. The adverse crimes list included the Texas Penal code Titles 5, 6, 9, and 10.
- 2002-2003** The City of Austin was required to adopt a "Child Care Ordinance" to fulfill the state's requirement that the City's recreational programs meet certain state standards of care like background checks. After making certain changes to accommodate its needs, the City adopted parts of the State background check process such as the notification and disclosure form, the risk assessment process and the crimes list.
The Crimes list was comprised of offenses that would disqualify an individual from working with vulnerable populations (children, the elderly and disabled)
The Childcare Ordinance is approved by the City Council each year.
PARD received an ongoing MHMR Interlocal agreement which expanded the need for CBIs to all positions that worked with children in enrolled programs (volunteers and employees). It also included consideration of arrests and charges not just convictions.

HHSD received a Community Youth Development grant that also required CBIs for employees and volunteers.

- 2003** CBI Policy and Procedure was changed to reflect the new requirements. The CBI process was expanded and current employees underwent background checks and were due for a recheck in 3 years. The HR staff provided CBI training for supervisors prior to the expansion.
- 2004** The CBI procedure was modified and the Working with Children crimes list became an addendum to a general overall procedure to be developed pending centralization.
- 2005-2006** City Manager directed HRD to implement a Centralized CBI function. Two employees were hired to work on expansion and development of CBIs to include checking contractors in addition to applicants, employees, and volunteers. HRD utilized the DPS Secure website and incorporated out of state FBI checks into the process. Rechecks are now occurring once a year for all individuals. The CBI procedure is continuously reviewed to make improvements to the process.
- 2007** Staff works with CTM to develop CBI database for tracking CBIs. Background checks for working with Vulnerable Populations conducted in nine departments, including: Library, PARD, HHSD, Public Works and WDPR, OEM, Fire (non civil), CCSD, and Shelter HUB Managers. Solid Waste, Austin Energy, and the Convention Center will be scheduled soon.
- 2008** HRD works with Law and the Deputy Chief Financial Officer to develop the crimes list for positions with Financial Responsibility. HRD begins using the database tracking system.
- 2009** HRD distributes Notification and Disclosure (NAD) Form to scheduled departments. HRD completes Financial Responsibility for 20 departments/offices.
- August 2009** As a result of the unsigned procedure, HRD Director sends Department Directors, HR Managers and Liaisons a Memo implementing a moratorium on the CBI process for positions that handle cash until a review of the process is completed. The moratorium began on August 28, 2009 and was lifted on September 15, 2010.
- Sept. 2010** The General Guideline for Centralized Process was signed by the HRD Director on September 3, 2010. The Criteria for CBI reviews for Vulnerable and Financial Responsibilities were also signed on September 9, 2010.

RESOLUTION NO. 20081016-012

WHEREAS, “Ban the Box” is a national movement with the goal of increasing employment opportunities for people with past criminal convictions by removing questions from the employment application regarding past criminal history, and

WHEREAS, many other cities and counties throughout the United States, including Boston, Chicago, Minneapolis, St Paul, San Francisco, Alameda County and Travis County, have adopted new employment application practices in support of the “Ban the Box” initiative, and

WHEREAS, There are 5,000,000 ex-offenders in the United States, and 25,000 ex-offenders in Travis County, and

WHEREAS, the inability to obtain employment contributes to a host of problems including high rates of unemployment, recidivism and increased crime, and

WHEREAS, there is an increasing need for all employers to work with public and private agencies to find employment opportunities for ex-offenders, and

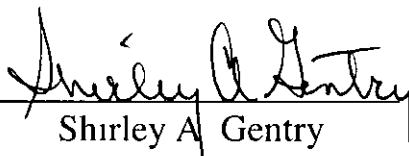
WHEREAS, positions that work with vulnerable populations including children and the elderly, and safety sensitive job positions will continue to require full criminal background investigations on job applicants, **NOW THEREFORE**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City of Austin declares a commitment to increase job opportunities for individuals with previous criminal convictions. The city will amend its employment application to no longer require disclosure of past criminal history during the initial job application process for certain job positions within the city.

ADOPTED: October 16, 2008

ATTEST:


Shirley A. Gentry
City Clerk