

**AMENDMENT NUMBER FOUR
TO INTERLOCAL AGREEMENT
FOR BOOKING AND RELATED SERVICES
BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN**

This Amendment Number Four to the Interlocal Agreement Between Travis County And City Of Austin For Booking And Related Services ("Amendment Number Four") is entered into by and between the following parties: Travis County, Texas, a political subdivision of the State of Texas (the "County"), and the City of Austin, a home-rule municipal corporation situated in Travis, Hays, and Williamson Counties (the "City"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in August of 2006, the County and City (collectively, the "Parties") entered into that certain interlocal agreement entitled "Interlocal Agreement Between Travis County and City of Austin for Booking and Related Services (the "Agreement"); and,

WHEREAS, the County and the City desire to amend the Agreement to include a provision pursuant to which the County and the City will share the costs of providing the services of one or more phlebotomists to work in the Central Booking Facility during certain peak hours for the purpose of performing blood draws in accordance with Texas law.

NOW, THEREFORE, in consideration of the above premises, the Parties approve this Amendment Number Four to the Agreement as follows:

1. In order to draw blood samples from certain arrestees, the City will contract with a medical staffing agency to provide phlebotomy services in the County's Central Booking Facility. The City will act as the manager for the administration of the contract, and the County will allocate funding in accordance with the provisions in this Amendment.
2. Services will be provided 9PM to 5AM, beginning on Tuesday evenings and going through Sunday mornings. This schedule can be altered upon agreement of both Parties. The Austin Police Department (APD) and the Travis County Sheriff's Office (TCSO) bringing arrestees to the Central Booking Facility during these hours may utilize the contracted phlebotomy services. No other arresting agency bringing arrestees to the Central Booking Facility may utilize the contracted phlebotomy services.
3. The Parties agree to share the cost of phlebotomy services provided during the hours described in #2 of this Amendment. The City's share of the cost of phlebotomy services will be based on the City's percentage of bookings utilized in the "True-Up" provision in Amendment 3, #5 of this Agreement and applied to the actual cost of phlebotomy services determined at the end of the fiscal year. The County's share of the cost of phlebotomy services will be based on the percentage of non-City bookings utilized in the "True-Up" provision in Amendment 3, #5 of this Agreement and applied to the actual cost of phlebotomy services during the hours described in #2 of this Amendment and determined at the end of the fiscal year.
4. Only costs incurred during the hours described in #2 of this Amendment will be shared based on the percentage of actual bookings described in #3 of this Amendment. Costs associated with blood specimens taken during off peak hours for the APD and TSCO, and costs associated

with Contractor staff subpoenaed to court, will be billed by the Contractor to the City and are included in costs described in this Amendment. However, these costs incurred for TCSO arrestees will be reimbursed 100% by the County to the City.

5. The computation of the shared costs, and the costs to be fully reimbursed by the County to the City described in #4 of this Amendment, will occur following the close of the fiscal year. The County's payment of its share of the phlebotomy costs will be reimbursed directly to the City. The City shall provide an invoice and copies of all fiscal records necessary in analyzing the actual phlebotomy costs associated with the County for review within 90 days of the close of the fiscal year. Both parties shall be in agreement with the finalized costs prior to reimbursement.

6. Included in phlebotomy services are a trained, certified phlebotomist available to take blood samples from certain arrestees during designated hours, and supplies and equipment associated with the taking of blood specimens. Supplies and equipment may include, but are not limited to: blood draw chair, collections sets, sponge gauze, germicide wipes, Betadine solution, tourniquets, Band-Aids, single use needle holders, surgical masks, medical gloves, and sharps containers.

7. The total cost of phlebotomy services, equipment, and supplies during the agreed upon period of performance for FY 2010 shall not exceed \$24,000.

8. The contracted phlebotomist will be provided a space in Central Booking designated by the Sheriff's Office under the terms in Section 7.16 of this Agreement.

9. The medical staffing agency contracted by the City will provide all standard insurance associated with phlebotomy services.

10. Except for the changes in this Amendment Number Four, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

This Amendment Number Four shall be signed in duplicate originals and shall be effective when signed by both parties.

COUNTY OF TRAVIS

By: _____
Samuel T. Biscoe, County Judge

Date: _____, 2010

CITY OF AUSTIN

By: _____
Marc A. Ott, City Manager

Date: _____, 2010