

24

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

This Amendment Number Five to the Interlocal Agreement Between Travis County And City Of Austin For Booking And Related Services ("Amendment Number Five") 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 Agreement provides that during each fiscal year of the Agreement, the County and City will meet and negotiate the amount of compensation to be paid by City to County in the following fiscal year; and,

WHEREAS, the Agreement provides that the amount of compensation to be paid by City to County for the following fiscal year will be included in an amendment to the Agreement; and,

WHEREAS, the County and City have negotiated and agreed upon the amount of compensation to be paid by the City to County during the FY 11 Term of this Agreement and desire to enter into this Amendment Number Five to set out the payments to be made by the City to the County during the FY 11 Term, and other amendments.

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

1. General Statement of Intent. City and County have determined that it will be mutually beneficial for the City and the County to continue to use one Central Booking Facility for the booking, detention and magistration of City prisoners and County prisoners. The Central Booking Facility (the "Facility") is primarily operated by the County, but the City also contributes to the operation of the Facility by providing identification and magistration services for prisoners booked into the Facility. Both the City and the County incur certain expenses in connection with Central Booking Facility operations.

2. Definitions

"Fiscal Year 11", "FY 11" and "FY 11 Renewal Term" all refer to the one-year period that begins on October 1, 2010 and continues through September 30, 2011.

“County Direct Expenses” are those expenses incurred by the County in connection with the operation of the Facility which the Parties have agreed should be included in the computation of the City’s share of the overall cost of the operation.

“City Direct Expenses” are those expenses incurred by the City in connection with the operation of the Facility which the Parties have agreed should be included in the computation of the City’s share of the overall cost of the operation.

3. Cost Model for FY 11

County’s Direct Expenses (budgeted)	\$9,724,644
Less City’s Direct Expenses (budgeted)	(\$2,297,169)
Net County Direct Expense	\$7,427,476
City’s percentage of bookings (FY 09)	<u>74.53271%</u>
	\$5,535,899
Plus 25% Intake Control Officer	26,169
Plus 6.5% of Net County’s Direct Expenses (administrative costs)	482,786
Less 6.5% of City’s Direct Expenses (administrative costs)	<u>(149,316)</u>
City’s Share of Total CBF Cost	\$5,895,538

4. Payments to be Made by City to County During Fiscal Year 11. For and in consideration of the services to be rendered by County pursuant to this Agreement during the FY 11 Renewal Term (October 1, 2010 through September 30, 2011), the City shall pay to the County the total amount of Five Million Eight Hundred Ninety Five Thousand Five Hundred Thirty Eight Dollars (\$5,895,538), payable in four equal payments as follows: \$1,473,884.50 on or before December 31, 2010; \$1,473,884.50 on or before March 31, 2011; \$1,473,884.50 on or before June 30, 2011; and, \$1,473,884.50 on or before September 30, 2011. All such payments are subject to the “True-Up” provision described in Section 5 below.

5. True-Up. The computation of the amounts to be paid by City to County during the FY 11 Renewal Term as shown in section 3 above is based upon projected amounts of City Direct Expenses and County Direct Expenses for FY 11 as included in budget documents and the numbers of prisoners booked in FY 09, as shown in Exhibit A-1, which is attached hereto and made a part hereof. Within ninety (90) days after the end of FY 11, COUNTY and CITY will exchange information regarding their actual expenditures in FY 11 for each item of expense included City’s Direct Expenses and County’s Direct Expenses and COUNTY will provide to CITY the actual numbers of prisoners booked during the FY 11 Renewal Term. Using the actual booking numbers and actual expenditures for FY 11, the Parties will re-compute the CITY’S Share of Total Central Booking Facility Costs. If the City’s Share of Total Central Booking Facility Cost as determined using actual FY 11 booking numbers and expenditures exceeds the total amount of the payments made from CITY to COUNTY during the FY 11 Renewal Term,

CITY will make an additional payment to COUNTY in an amount equal to the difference between the total amount paid and the amount to be paid as determined using actual FY 11 booking numbers and expenditures. Such additional payment shall be made within one hundred fifty (150) days after the end of the FY 11 Renewal Term. If the City's Share of Total Central Booking Facility Cost as determined using actual FY 11 booking numbers and expenditures is less than the total amount of the payments made by CITY to COUNTY during the FY 11 Renewal Term, COUNTY will deduct the difference from the next quarterly billing to the CITY. Costs and expenses that are not anticipated, disclosed to, and approved by the parties before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by City and County for the purposes of performing the true-up.

6. The Parties agree to re-evaluate the Cost Model during FY 11.

7. The total cost of phlebotomy services during the agreed upon hours for FY 2011 shall not exceed \$62,351.

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

This Amendment Number Five shall be signed in duplicate originals and shall have an effective date of October 1, 2010.

COUNTY OF TRAVIS

By: Samuel T. Biscoe
Samuel T. Biscoe, County Judge

Date: September 29, 2010

CITY OF AUSTIN

By: _____
Marc A. Ott, City Manager

Date: _____, 2010