

**DRAFT**

**Interlocal Agreement Between  
Travis County and the City of Austin for  
Intake and Related Services at the  
Travis County Central Intake Facility and Criminal Justice Center**

THIS AGREEMENT is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and the City of Austin, a Texas home rule city (the "City"), who are referred to together in this Agreement as the "Parties." This Agreement is made with reference to the following facts:

- A. The County and the City have each determined that it is mutually beneficial for the County to continue providing intake, initial detention, and pretrial services for persons arrested by the Austin Police Department in Travis County who are taken to the Central Intake Facility.
- B. The County, with the City's support as provided in this Agreement, resolves to maintain an efficient and equitable magistration process by providing magistration services at the Central Intake Facility.
- C. The County and the City have each determined that it is mutually advantageous for the City to continue providing certain identification services and certain testing services for arrested persons at the Central Intake Facility and Criminal Justice Center.
- D. The County and the City have been parties since 2006 to a series of interlocal agreements concerning booking, identification, detention, magistration, and related activities at the Central Intake Facility. The current interlocal agreement will expire September 30, 2025.
- E. The County and the City share the common goal of providing processes for the intake, identification, detention, testing, pretrial services, legal representation, and magistration of arrested persons at the Central Intake Facility and Criminal Justice Center that are effective and efficient while protecting the rights of arrested persons at the Central Intake Facility and Criminal Justice Center.
- F. The County and the City are authorized to enter into this Agreement by Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in light of the facts stated above, which the Parties stipulate are true and correct, and in consideration of the mutual promises and undertakings contained herein and for other good and valuable consideration, the County and the City agree to the following terms and conditions:

## **1.0 EFFECTIVE DATE, TERM AND TERMINATION**

**1.01 Effective Date.** This Agreement becomes effective when approved by the governing authorities of the Parties and executed by their authorized representatives. Once executed, this Agreement shall have an effective date as of October 1, 2025 (the “Effective Date”).

**1.02 Initial Term.** The initial term of this Agreement commences on October 1, 2025, and continues through September 30, 2026.

**1.03 Renewal Terms.** The Parties desire to renew their commitment to a multiyear Agreement for Intake and Related Services. Subject to continued funding and approval by the respective governing bodies, this Agreement will renew for up to four (4) additional, consecutive twelve (12) month terms, ending September 30, 2030, unless sooner terminated or not renewed by either Party as provided in this Agreement. The parties acknowledge that for each renewal period, the Agreement will fairly compensate both parties for their respective services and functions performed under the Agreement, as provided in Government Code section 791.011(e). By February 15<sup>th</sup> of each year under this Agreement and renewal periods, each Party will provide to the other their projected costs, booking percentages, and other information to be used in the cost model for the upcoming year. That cost model may be presented to each Parties’ governing body for approval and amendment of the payment amount specified in Section 6.01. Each renewal and amendment shall take place only upon written agreement signed by an authorized representative of each Party.

**1.04 Termination.** If either of the Parties’ governing authorities does not appropriate funding for this Agreement during the initial term or during any renewal terms, or if either party has insufficient funds to cover its costs for this Agreement during the term or any renewal term, then this Agreement shall automatically terminate at the end of the period for which both Parties have available appropriated funding for this Agreement. Each party shall promptly notify the other of any failure of that party’s governing body to appropriate funding for that party’s costs under this Agreement, or any reduction in that party’s appropriation to an amount insufficient for that party to pay its costs under this Agreement.

**1.05 Three Year Review.** If this Agreement is then in effect, the City and the County will convene a work group in February 2028 to review the terms of this Agreement and propose any changes and/or review.

**2.0 DEFINITIONS.** As used in this Agreement:

**2.01 “APD”** means the Austin Police Department.

**2.02 “Arrestee”** means a person who has been arrested by a peace officer and brought to the Central Intake Facility for intake, identification, detention, testing, Magistration, or other services as described in this Agreement.

**2.03 “Article 15.17”** means Art. 15.17 of the Texas Code of Criminal Procedure, including any amendments made during any term of this Agreement.

**2.04 “Intake”** means the intake process conducted by the County whereby an official record of the name and relevant details of an Arrestee are collected and entered into the jail management system of the Travis County Sheriff’s Office. “Intake record” means the resulting information obtained through the intake process. The “Number of Intakes” means the number of times the intake process was completed.

**2.05 “CAFA Magistration”** means a Magistration in which an Arrestee has legal counsel provided under the Counsel at First Appearance (“CAFA”) program created by the County and supported by the Austin City Council in Resolution No. 20200409-30 and Resolution No. 20240829-143.

**2.06 “Central Intake Facility and Criminal Justice Center”** means that portion of 500 West 10th Street, Austin, Texas 78701, which is designated for the purpose of intake and detaining Arrestees, as well as conducting Magistration proceedings, including CAFA Magistration.

**2.07 “City Arrestee”** means an Arrestee who is brought to the Central Intake Facility by a City Officer.

**2.08 “City Officer”** means a peace officer employed by the City.

**2.09 “DACC Arrestee”** means a City Arrestee charged with a Class C misdemeanor offense under the jurisdiction of Downtown Austin Community Court, which is a division of the City of Austin Municipal Court with jurisdiction to adjudicate certain offenses within the City of Austin as provided in Austin City Code Section 2-10-32.

**2.10 “Fiscal Year”** means the one-year period beginning on October 1 of one calendar year and ending on September 30 of the next calendar year.

**2.11 “Identification Services”** means the storage and maintenance of fingerprints, palm prints, and mug shots.

**2.12 “City Magistrate”** means a judge of the City of Austin Municipal Court acting as a magistrate at the Central Intake Facility and Criminal Justice Center under authority of state law.

**2.13 “County Magistrate”** means a magistrate employed by Travis County acting as a magistrate at the Central Intake Facility and Criminal Justice Center under authority of state law.

**2.14 “Magistration”** means the performance of judicial duties that a magistrate is authorized to perform under Art. 15.17 and under this Agreement, and includes: informing an Arrestee of accusations and rights; allowing an Arrestee access to counsel in connection with an Art. 15.17 proceeding; admitting an Arrestee to bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrests and search warrants; issuing protective orders; and other judicial acts required under this Agreement. An Arrestee has been “magistrated” on a charge when, following arrest on the charge, the Arrestee has been brought before a magistrate and the magistrate has carried out the duties prescribed by Art. 15.17 of the Code of Criminal Procedure regarding that charge.

**2.15 “Pretrial Services”** means the functions performed by the Travis County Pretrial Services Office to determine an Arrestee’s eligibility for release on bond and the conditions of release, an Arrestee’s indigency status, and whether an Arrestee is eligible for court-appointed counsel.

**2.16 “Phlebotomist”** means personnel enumerated under Section 724.017 of the Transportation Code who are authorized to take blood from Arrestees for purposes of determining blood alcohol concentration.

**2.17 “Sheriff”** means the Travis County Sheriff and includes members of the Travis County Sheriff’s Office under the control and supervision of the Travis County Sheriff or her designee. The Sheriff is a component part of the County for purposes of this Agreement.

### **3.0 OPERATION OF THE CENTRAL INTAKE FACILITY AND CRIMINAL JUSTICE CENTER**

**3.01 Compliance With Jail Standards.** The County agrees to operate and maintain the Central Intake Facility and Criminal Justice Center in compliance with requirements of the Texas Commission on Jail Standards.

**3.02 Operating Schedule.** The County shall operate the Central Intake Facility on a twenty-four (24) hour basis, seven (7) days a week. Except as otherwise provided herein, Central Intake Facility staff shall receive, hold, and house all City Arrestees tendered to them by City Officers and accepted by the Sheriff.

**3.03 Designated Spaces for City Activities.**

- A. The County will provide the City with use of the space at the Central Intake Facility designated by County for arrest review and report writing by the APD. With approval of the County, the City may perform renovations to the arrest review space at its expense.
- B. The County will provide data and phone lines at the Central Intake Facility and Criminal Justice Center for City usage as shared by the County with the City.
- C. The County will provide an appropriate space for the City to perform phlebotomy services as described in this Agreement.
- D. The County will allow the City to use available interview rooms and the line-up room located within the Central Intake Facility and/or the Travis County Jail for purposes related to this Agreement.

- E. The County may change the phlebotomy or arrest review spaces designated by County if done as part of a remodeling or reconfiguring of the Central Intake Facility and Criminal Justice Center.
- F. The County and City authorize their designees to adjust the space for services under this Agreement as needed, upon mutual agreement.

The County will provide to the City a diagram or floor plan describing the space used by the City at the Central Intake and Criminal Justice Center, as well as a description of data ports and phone lines. The County and the City, through their designees can adjust the space as needed.

- G. The County and the City agree that any future additional space needs by either party will be jointly planned and will be subject to funding by both the City and the County.
- H. The County will designate fifteen (15) parking spaces in its San Antonio Street parking garage for use from 6:00 p.m. to 6:00 a.m. by City Officers who are booking prisoners. The City will designate street parking spaces for law enforcement prisoner intake on 10th Street, between Nueces and San Antonio Streets, and on the east curb line of San Antonio Street between 9th and 10th Street.

**3.05 Internet and Network Connectivity.** The County and the City will maintain a network connectivity link. Except as may be provided in a separate written agreement between the parties, the cost of maintaining the connectivity link and the equipment purchased for that system shall be borne by the party that incurred the expense. The County will operate and maintain an identification system that provides electronic images of fingerprints. The City shall continue to provide the County use of and access to the City's digitized mug shot system via a network connection link. The City shall provide the equipment necessary to capture, process and transmit digitized mug shot images to the City's database. The City shall continue to allow The County access to its digitized mug shot database. The City shall cooperate with the County to facilitate the provision of workstation mapping to allow the Central Intake Facility staff to view digitized mug shot images at the Central Intake Facility release desk. Parties agree and acknowledge that the County is authorized to use, publish, and release mug shot images of County arrestees in any manner County determines and does not need prior authorization from the City.

**3.06 Parking and Security.** If parking is not available within the sallyport for a City Officer delivering a City Arrestee to be booked, the Sheriff should escort the City Arrestee from the sallyport into the Central Intake Facility while the City Officer parks their vehicle outside the sallyport. As soon as the City Officer has parked their vehicle, the City Officer shall retake custody of the City Arrestee to continue the intake process. The Sheriff's escort of a City Arrestee from the sallyport as described herein shall not be deemed acceptance of the City Arrestee by the County for the purpose of intake and confinement and County shall retain the right not to accept the City Arrestee as otherwise provided in this Agreement or by law. The purpose of this section is to expedite the Arrestee's entry into the facility, and to prevent Arrestees from being walked into the facility from areas outside the enclosed sallyport.

**3.07 Maintenance and Housekeeping.** The County will provide maintenance, housekeeping, utility service and garbage pickup for the City-designated spaces used for phlebotomy and arrest review. The County will provide all furnishings within the designated phlebotomy and arrest review spaces and shall be responsible for maintenance and replacement of such items. Furnishings means all office furniture, office equipment and supplies, and includes but is not limited to word/data processing equipment, desks, chairs, filing cabinets, bookcases, and tables.

**3.08 Renovations.** The City shall make no renovation, alteration or repair to Central Intake Facility and Criminal Justice Center fixtures or furnishings without prior authorization from the County's Facilities Management Department.

#### **4.0 INTAKE AND INITIAL PROCESSING OF CITY ARRESTEES**

**4.01 Acceptance of City Arrestees.** Except as provided in Sections 4.06 and 4.07 of this Agreement, the County will take into custody and hold in accordance with state law all City Arrestees for whom the City has met the intake requirements in Section 4.03 of this Agreement. Provided, however, that the County is not required by this Agreement to detain in custody a City Arrestee longer than 48 hours if the City Arrestee has met the requirements for release as provided in the Texas Code of Criminal Procedure.

**4.02 Equal Priority.** The County shall give City Arrestees equal priority with other Arrestees in the admission and custodial policies of the Central Intake Facility and Criminal Justice Center.

**4.03 Intake Requirements for City Arrestees.** A City Officer who presents a City Arrestee at the Central Intake Facility shall provide complete and accurate information as required by the County for all City Arrestees brought to the Central Intake

Facility. City Officers will complete and submit probable cause affidavits to support arrests as soon as reasonably possible following arrest in order to timely magistrate individuals according to the requirements of Article 15.17.

**4.04 Identification Services.** The County will fingerprint and photograph all City Arrestees. The City will process and file all photographs. The City shall classify and file all fingerprints and mug shots. For these purposes the terms "prints" and "photographs" shall include all media, including electronic and digitized media as may be appropriate to maintain optimum efficiency, and as agreed upon by the City and the County.

**4.05 Identification Numbers.** The parties shall continue using the APD identification number as the primary identifier in the local criminal justice process for all Arrestees. The APD shall provide the APD identification number to the County. County shall maintain the state mandated Incident Tracking Number (TRN\TRS) and the APD identification number in the Intake Record. Parties further agree and acknowledge that the County is authorized to use, publish, and release mug shot images of County arrestees in any manner County determines and does not need prior authorization from the City.

**4.06 City Arrestees with Medical Conditions.**

- A. At the time of intake, a City Officer presenting a City Arrestee at the Central Intake Facility shall notify the Central Intake Facility intake staff of medical conditions potentially affecting the City Arrestee, including (1) any known or suspected injuries to the person, (2) any known or suspected illnesses of the person, (3) any use by City Officers of intermediate weapons on the Arrestee, (4) any strikes to the Arrestee's head by City Officers, (5) any health complaints made by the person, or (6) any medical treatment administered to the person.
- B. The Sheriff may refuse to accept a City Arrestee for intake into the Travis County Jail when, in the judgment of the Sheriff, medical attention is necessary before the person's confinement. If the Sheriff refuses to accept a City Arrestee because the City Arrestee needs medical attention prior to confinement, the City shall transport the City Arrestee for hospitalization and/or medical treatment before again presenting the City Arrestee for intake.
- C. After a City Arrestee has been booked and accepted by the Sheriff for confinement, the County shall provide routine medical attention within the reasonable capabilities of County medical staff on duty in the Central Intake Facility. If a City Arrestee requires hospitalization and/or medical treatment beyond the capacity of the Central Intake Facility staff, the City shall be financially responsible to pay for such hospitalization and/or treatment prior to Magistration and presentation of the magistrate's commitment order to the Sheriff. Should any such expense be incurred by the

County, the City shall reimburse the County upon request. This Agreement does not create any City liability to third parties for payment of treatment costs of persons taken to a hospital or other treatment provider.

- D. Upon the City's request, and only after the arrestee has been magisterated, the Sheriff shall assign an officer to guard a City arrestee transported for medical treatment prior to intake. Upon request of the City, the Sheriff, at her sole discretion, may assign a Sheriff's officer to guard a City Arrestee who has been transported to a hospital by City Officers for medical treatment prior to intake. Prior to Magistration, the County shall not be responsible for any costs associated with the hospitalization and/or treatment of such City Arrestee kept under guard by Sheriff's officers and should any such expense be incurred by the County, the City shall reimburse the County upon request. The City shall not be responsible for any expenses arising from the negligent or illegal acts of County employees.
- E. Upon request of the City, the County will arrange for a County Magistrate to conduct a Magistration of a City Arrestee who has been admitted to the hospital for medical treatment prior to intake ("hospital Magistration"). The County agrees that hospital Magistrations will take place as soon as reasonably practicable after the City makes the request. Hospital Magistrations may be virtual or may take place in-person at the hospital. The City and the County agree to cooperate to ensure that hospital Magistrations occur as soon as practicable after the required state public safety and pre-trial services reports are complete.

**4.07 Refusal to Accept City Arrestees.** The Sheriff may refuse to accept into custody any City Arrestee (i) who is in need of medical attention prior to confinement, (ii) for whom the required intake data has not been completely and accurately furnished in the required format, or (iii) about whom County staff has a reasonable belief that the person is not lawfully being detained. The Sheriff may reverse the acceptance of a City Arrestee who is in confinement in lieu of paying a monetary fine after conviction and commitment by a City court if a magistrate has not conducted a hearing on the issue of the indigency of that person and found the person financially able to pay the fine. Nothing contained in this Agreement requires the Sheriff to hold any person in custody contrary to the Constitution and laws of the United States or the State of Texas.

**4.08 Information Sharing.** The City and the County shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the Central Intake Facility and Criminal Justice Center. The City and the County shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements, unless the modification is mandated by federal or state regulations or law. During design and before

final approval of any modification of any form design of shared forms, data elements, reporting requirements, software or hardware used in the Central Intake Facility and Criminal Justice Center operations, the party proposing the modifications shall notify the other party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that party, and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing party of the results of the review and evaluation and the suggestions developed, unless the modification is mandated by federal or state regulations or law and no notification will be required. In the event federal or state regulations or law require the City or County to modify existing software or hardware, form design, or reporting requirements, then the affected party shall promptly notify the other party of those required modifications. City and County shall cooperate in both reaching the goals of the proposing party's modifications and minimizing the adverse impact on the other party.

**4.09 Intake and Detention for Other Entities.** This Agreement does not limit the authority of the Sheriff to perform intake or detention services for other governmental entities.

## **5.0 MAGISTRATION AND OTHER ACTIVITIES FOLLOWING INITIAL INTAKE**

### **5.01 County to Provide Magistrations.**

The County will provide Magistrations for Arrestees at the Central Intake Facility and Criminal Justice Center in accordance with applicable state and federal law and this Agreement. Except as otherwise provided in this Agreement, the Magistrations conducted by the County at the Central Intake Facility will be CAFA Magistrations.

**5.02 County to Provide Pretrial Services.** The County will provide Pretrial Services for Arrestees at the Central Intake Facility and Criminal Justice Center and will make available to Magistrates prior to Magistration such financial and criminal history for Arrestees as required by law.

**5.03 Access to Magistration Proceedings by Attorneys and the Public.** The County shall be responsible for providing access to Magistration proceedings by attorneys and members of the public as may be required by law.

#### **5.04 Magistration of City Arrestees on Class C Misdemeanor Charges.**

- A. City Magistrates may arraign, either in-person or virtually, City Arrestees held at the Central Intake Facility and Criminal Justice Center for Class C misdemeanor offenses within the jurisdiction of the Austin Municipal Court. In such cases, the Sheriff will collect fines and fees for such cases, and the Sheriff's Finance Office and a City Magistrate clerk will reconcile all such collections on a weekly basis. In such cases, the City is responsible for transportation of funds and documentation from the Central Intake Facility and Criminal Justice Center to the City of Austin Municipal Court, as well as retention of City records.
- B. The City and County agree to work together to ensure timely Magistration or release of City Arrestees arrested on Class C misdemeanor charges. Alternatives to Magistration by a City Magistrate at the Central Intake Facility to be considered may include, but are not limited to: (1) the Sheriff will present the arrestee for virtual Magistration when such a Magistration can be arranged with a City Magistrate who is not present at the Central Intake Facility and if feasible for the Sheriff's Office in their discretion; (2) the Sheriff will have the arrestee ready for transport along with the DACC arrestees as set forth in Paragraph 5.08; or (3) the arrestee will be released to appear at the Austin Municipal Court. The City will work with the County and the parties will take appropriate operational or other steps to ensure that City arrestees who are arrested on Class C misdemeanor charges are not detained prior to Magistration for longer periods of time than people who are arrested on higher level misdemeanor charges are typically detained prior to Magistration.
- C. The City and County shall work together to refine the Class C Magistration Process. The Parties agree to develop a working group that meets quarterly to review data on Class C arrests to ensure that the Class C magistration process operates as smoothly as possible. This may include developing a more robust packet for arrestees who are released to appear in court at a later date; the City keeping a City Magistrate on call for overnight Magistration of City arrestees; granting jurisdiction to County Magistrates to accept pleas, set fines and costs, accept payment, give credit for time served, determine indigency and waive fines and costs, and discharge the defendant, as the case may indicate; and bypassing the intake process by transporting City Class C misdemeanor arrestees directly to the Austin Municipal Court or Downtown Austin Community Court.

**5.05 DACC Arrestees.** The City shall identify and clearly designate to the Sheriff all DACC Arrestees at the time such Arrestee is presented for intake and detention at the Central Intake Facility. DACC Arrestees will not be magistrated at the Travis County Criminal Justice Center. The Sheriff will have City DACC Arrestees ready for transport upon arrival of City

officers on weekdays at 7:30 A.M. DACC Arrestees booked into the Central Intake Facility between 9:00 P.M. on Sunday and 8:00 A.M. on Friday will be detained at the Central Intake Facility for transport by City Officers to the Downtown Austin Community Court for Magistration. Arrestees detained for DACC shall be transported to DACC by the City and if refused by the City will be released to Appear. DACC Arrestees booked into the Central Intake Facility between 8:00 A.M. on Friday and 9:00 P.M. on Sunday will be released to appear at the Downtown Austin Community Court. This schedule is designed to coincide with the current days and hours of operation of the Downtown Austin Community Court. If the operating days and/or hours of the Downtown Austin Community Court change, the Parties may change the schedule by mutual agreement without the requirement of a written amendment of this Agreement. The City will work with the County and the parties will take appropriate operational or other steps to ensure that DACC arrestees are not detained prior to Magistration for longer periods of time than people who are arrested on higher level misdemeanor charges are typically detained prior to Magistration. The City expressly acknowledges and agrees that detention of DACC Arrestees pending transport by City Officers to the Downtown Austin Community Court is pursuant to City policy and City shall be responsible for any liability resulting from the policy, unless the liability arises from the negligent or illegal acts of County employees. The Parties expressly acknowledge and agree that the Sheriff retains the right at all times to manage the Arrestee population at the Central Intake Facility and Criminal Justice Center at all times, which includes the right to release City DACC arrestees to appear at the Downtown Austin Community Court as conditions warrant.

#### **5.06 Intoxilyzer Testing of Arrestees.**

- A. The City shall provide two (2) intoxilyzers for use by any officer administering a breath test to an Arrestee charged with Driving While Intoxicated, Boating While Intoxicated, or to an Arrestee charged with an offense where intoxication is an element.
- B. The City shall provide a chemist to maintain and certify the intoxilyzer instruments. The chemist shall be made available to testify in court as required.
- C. County shall provide one recording system for the use of any officer testing persons charged with Driving While Intoxicated, Boating While Intoxicated or to an Arrestee charged with an offense where intoxication is an element, to be located within the Central Intake Facility. This recording system will be serviced and maintained by County.

#### **5.07 Blood Draws of Arrestees.**

- A. The City shall provide phlebotomists for administering blood draws from Arrestees, and may utilize qualified City personnel or contracted third-party personnel for such work. Any third-party medical staffing agency contracted by the City for this purpose must provide proof of all standard insurance coverages associated with phlebotomy services. The City shall be responsible for managing the administration of blood draws conducted at the Central Intake Facility, and will inform TCSO of the name of the third-party medical staffing agency if any utilized. The phlebotomist shall be made available to testify in court as required.
- B. The County shall provide suitable space for the administration of blood draws at the Central Intake Facility including a testing area, secure storage area, and all other required elements. Funding for blood draws at the Central Intake Facility shall be allocated in accordance with the cost model to this Agreement.
- C. Blood draw services will be provided 9:00 P.M. to 5:00 A.M. from Tuesday evenings through Sunday mornings. This schedule can be altered upon agreement of the Parties. Both City Officers and the Sheriff may utilize these phlebotomy services for Arrestees at the Central Intake Facility during these hours. Other agencies bringing Arrestees to the Central Intake Facility may utilize these phlebotomy services to the extent provided under separate agreements with the City. Provided, however, that APD and TCSO will have priority if multiple agencies are requesting phlebotomy services at the same time.

**5.08 City Access to Arrestees.** Subject to limitations imposed by courts and routine Central Intake Facility procedures, the County shall provide City Officers access at the Central Intake Facility to all Arrestees consistent with their rights guaranteed by the Constitution and laws of the United States and the State of Texas. The County shall also permit a City Officer to assume custody of an Arrestee for a lawful purpose related to an active law enforcement or criminal prosecution activity, provided that the City Officer complies with routine Central Intake Facility procedures. In any such instance the City shall assume responsibility and liability for the Arrestee while in the custody of APD.

**5.09 Working Group on Arrest and Search Warrants Obtained through Telephone or other Reliable Electronic Means.** The City and County shall work together to refine the process for Austin Police, other Travis County law enforcement, or both to obtain arrest and search warrants from County Magistrates via telephone or other reliable electronic means, to the extent permitted by law. The Parties agree to develop a working group that meets quarterly to review data on arrest and search warrant applications, availability of City and County magistrates for these applications, and law enforcement priorities. The working

group may propose amendments to the Agreement or changes in training, process, or scheduling that do not require amendments to the Agreement.

## **6.0 CITY PAYMENTS TO COUNTY**

**6.01 Payment.** The Parties agree that the City shall pay the County a total of \$16,138,702 for Fiscal Year 2026, for the period of October 1, 2025 through September 30, 2026. Subject to paragraph 6.02, payments by City to be will be made in quarterly installments as follows:

- A. An installment of \$4,034,675.50 payable on or before December 31, 2025
- B. An installment of \$4,034,675.50 payable on or before March 31, 2026
- C. An installment of \$4,034,675.50 payable on or before June 30, 2026
- D. An installment of \$4,034,675.50 payable on or before September 30, 2026

**6.02 Quarterly Invoicing and Payments.** The Parties agree that the County shall send quarterly invoices to the City. Each invoice shall reflect one-quarter of the total amount owed by the City to the County for each year. All quarterly invoices shall be due and payable no later than 30 days from the date received by the City. This provision shall survive the expiration or termination of this Agreement until such time as the County has received payment for all amounts owed pursuant to this Agreement.

**7.0 DATA REPORTING** The County shall provide to the City a quarterly accounting showing:

- A. The number of City Arrestees presented for intake that the Sheriff declined to accept for medical reasons, showing for each City Arrestee the reason(s) for refusal, such as an injury or medical reason, but without identifying the individual;
- B. The total Number of Intakes processed through the Central Intake Facility and Criminal Justice Center for the quarter and cumulatively for that fiscal year, including charge offense levels and warrants for each;

- C. The total Number of Intakes of City Arrestees processed through the Central Intake Facility and Criminal Justice Center for the quarter and cumulatively for that fiscal year, including charge offense levels and warrants for each;
- D. The total number of City Arrestees who complete the intake process, but who are released prior to Magistration for the quarter and cumulatively for that fiscal year, including charge offense levels and warrants for each arrestee, the number of arrestees released because a probable cause affidavit was not submitted within the required timeframe, and the number of arrestees released because the charge was rejected by the State or Judge;
- E. The total number of CAFA Magistrations for City Arrestees for the quarter and cumulatively for that fiscal year, including charge offense levels and warrants for each;
- F. For the quarter, the average and median wait times between intake and completion of the CAFA Magistration process for:
  - 1. all City Arrestees;
  - 2. City Arrestees arrested on Class C misdemeanor charges; and
  - 3. all arrestees.

## **8.0 OTHER TERMS AND CONDITIONS.**

### **8.01 Responsibility for Losses.**

- A. The County and the City each acknowledge that it is self-insured for some losses at the execution of this Agreement.
- B. The City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of County employees in relation to the operation of the Central Intake Facility and Criminal Justice Center or arising from any condition of the Central Facility Intake and Criminal Justice Center that result from County facilities, policies, practices or operations. The County shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City employees in relation to the operation of the Central Intake Facility and

Criminal Justice Center or arising from any condition or operation of the Central Intake Facility and Criminal Justice Center that result from City facilities, policies, practices or operations.

- C. Except as otherwise provided herein, if both the County and the City are determined to be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of either City or County employees under this Agreement, the City and the County agree to apportion their liability between themselves as determined by the court adjudicating the matter or as agreed in any settlement.
- D. If any City Officer or employee suffers any job-related injury or illness while on duty, City shall be at risk for the liability for the loss under its workers compensation self-insurance fund. If any County employee suffers any job-related injury or illness while on duty, County shall be at risk for the liability for the loss under its workers compensation self-insurance fund.
- E. The County shall be responsible for all property losses that result from damage that would be covered by fire and casualty insurance coverage offered by a commercial insurance company. Any insurance proceeds paid to County that relate to damages to the designated phlebotomy space or arrest review space shall be used by County to repair the damages and restore the designated phlebotomy space or arrest review space to its condition before the damage without regard to fault.

## **8.02 Coordination by the Parties.**

- A. City and County shall each appoint up to six (6) representatives each to meet regularly to review Central Intake Facility and Criminal Justice Center operations and issues.
- B. The Parties further agree to meet and confer on any pilot projects that relate to magistration or intake or other initiatives proposed by either party to occur during the term of this Agreement that could create additional costs to the other party or that could require changes to existing processes or procedures by the other party. Such initiatives may include, without limitation, pilot projects such as virtual magistration that would create the need for additional resources from the County or the City. Should any additional costs be incurred by the County or the City from the implementation of such pilot projects, the County and the City shall meet and confer to discuss the additional costs resulting from such pilot project. Either party may request payment for identifiable costs associated with the implementation or operation of any such pilot project which, if accepted, shall be addressed in a separate agreement.

**8.03 Investigations of Complaints/Grievances.** The County shall investigate Arrestee grievances and/or complaints in accord with County policy. The County shall also investigate in accordance with state law all incidents of death or serious bodily injury involving an Arrestee at the Central Intake Facility and Criminal Justice Center. The County will cooperate with the City to facilitate joint investigations or separate investigations by the City when it is reasonably likely that City personnel or City Arrestees are involved.

**8.04 Records.** City and County agree to access and mutual inspection of any and all records relevant to the Central Intake Facility and Criminal Justice Center, excluding City and County internal memoranda and files otherwise exempted by law from public disclosure, pursuant to the City and County's respective procedures.

**8.05 Breach.** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Provided, however, neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, breakdown of communication facilities, breakdown of internet service provider, natural catastrophes, severe weather events, governmental acts or omissions, fire, explosion, or general lack of availability of raw materials or energy.

**8.06 No Waiver.** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this Agreement.

**8.07 Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are stipulated by the Parties to be performable in Travis County, Texas.

**8.08 Notices.** All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic transmission. Notices to the County required by this Agreement shall be delivered or sent to:

Sheriff Sally Hernandez (or successor)  
Travis County Sheriff's Office  
P.O. Box 1748  
Austin, Texas 78767

And to:

Jacqueline van Wormer (or her successor)  
Travis County Innovative Justice & Program Analysis Department  
P.O. Box 1748  
Austin, Texas 78767

With a copy to:

Delia Garza, County Attorney (or successor)  
P.O. Box 1748  
Austin, Texas 78767

Notices required to be sent to the City pursuant to this Agreement shall be delivered or sent to:

Chief of Police  
Austin Police Department  
715 East 8th Street  
Austin, Texas 78701

And to:

Michelle Schmidt (or successor)  
Assistant Director, Austin Police Department  
P.O. Box 689001  
Austin, Texas 78768-9001

With a copy to:

City Attorney, City of Austin  
P.O. Box 1088

Austin, Texas 78767

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other party.

**8.09 Current Revenues.** The City shall pay the County for costs rendered by the County from current revenue funds appropriated or available for the purpose of this Agreement.

**8.10 Legal Construction; Severability.** In any dispute over the meaning or application of any term of this Agreement, the Parties stipulate that all terms of this Agreement will be deemed to be jointly drafted by both Parties. If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**8.11 Entire Agreement.** Except as provided in Section 1.0, this Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect unless made in a writing signed by authorized representatives of the Parties. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express authority to do so granted by the Commissioners Court of Travis County.

**8.12 Parties Authorized and Bound.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective employees, agents, legal representatives, successors and assigns to the extent permitted by this Agreement. Each party confirms that its respective governing body has duly authorized this Agreement.

**8.13 No Third-Party Rights Created.** This Agreement creates rights, obligations, and remedies solely between the named Parties, and does not create any third-party beneficiary rights or other rights, express or implied, in favor of any other person or entity.

AGREED TO AND EXECUTED by the Parties through the signatures of their authorized representatives below, and effective as provided in Paragraph 1.01 when executed by all Parties.

TRAVIS COUNTY, a political subdivision  
of the State of Texas

THE CITY OF AUSTIN, a Texas home rule  
city

By: \_\_\_\_\_  
Andy Brown, County Judge

By: \_\_\_\_\_  
T.C. Broadnax, Jr., City Manager

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

TRAVIS COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Sally Hernandez,  
Travis County Sheriff

Date: \_\_\_\_\_, 2025