

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR FORENSIC LAB SERVICES

This agreement is entered into by and between the City of Austin, a Home Rule City primarily located in Travis County, Texas, (hereinafter referred to as "City"), and Travis County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County").

WHEREAS, the City currently operates a Forensic Science Division in APD for criminal investigation purposes; and,

WHEREAS, the City's Forensic Science Division performs laboratory analysis on drug evidence seized in connection with drug cases; and,

WHEREAS, the City currently employs five forensic chemists to perform such drug analysis; and,

WHEREAS, the City and the County agree that the addition of a sixth forensic chemist to perform drug analysis would enable the City to reduce the time between submission of analysis request and completion of lab analysis and delivery of results (the "turnaround time"); and,

WHEREAS, the City and the County agree that it would be mutually advantageous for the County to provide funding for the City to employ a sixth forensic chemist to perform drug analysis at the Forensic Science Division; and,

WHEREAS, the City and the County agree that the six forensic chemists who will perform laboratory analysis on drug evidence should give priority to drug cases in which the defendants are in jail ("Rocket Docket" cases); and,

WHEREAS, the City and County are authorized to enter into this agreement pursuant to Chapter 791 of the Government Code, the Interlocal Cooperation Act, as each party is contracting for governmental functions that it is authorized to perform individually and both parties agree that all payments made pursuant to this Agreement fairly compensate the performing party for the services provided;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and County agree as follows:

SECTION 1. GENERAL INTENT

An increase in the number of drug cases being handled by the Austin Police Department's Forensic Science Division has resulted in an increase in the turnaround time between the submission of drug evidence for analysis and the completion of analysis and the delivery of lab reports. Because jailed defendants charged with drug crimes are often unwilling to dispose of their cases until laboratory analysis on the drug evidence has been completed, the

delay in completing laboratory analysis of drug evidence may result in an increase in the amount of time that jailed drug defendants spend in jail prior to case disposition. The City currently employs five forensic chemists to perform laboratory analysis on drug evidence in drug cases. The City and the County agree that the addition of a sixth forensic chemist to perform laboratory analysis on drug evidence would enable the City to complete drug analyses more quickly. The City and the County agree that it would be mutually advantageous for the County to provide funding for the City to employ a sixth forensic chemist to perform drug analysis at the City's Forensic Science Division. The City and the County also agree that the six forensic chemists who perform drug analysis shall give priority to drug cases in which the defendants are in jail (the "Rocket Docket" cases). The Parties understand and agree that the forensic chemist hired to fill the position being funded by the County will have to be trained and that it will take approximately six months from the date of hiring to realize the full benefit of the new position. The Parties understand and agree that the goal of this interlocal agreement is to reduce the turnaround time between submission of Rocket Docket analysis request and lab results being provided to County to 14 (fourteen) calendar days.

SECTION 2. TERM OF AGREEMENT

2.1 Initial Term. The Initial Term of this Agreement shall begin when it has been signed by both parties, and shall continue through September 30, 2007, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding, this Agreement shall automatically renew annually, on October 1 of each successive year, for up to two (2) one-year renewal terms, unless terminated by either party as provided herein.

2.3 Termination. Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates sixty (60) calendar days after a party receives the notice of termination.

SECTION 3. CITY SERVICES

3.1 Interviewing and Hiring. City will interview, hire, and train a sixth forensic chemist to perform laboratory analysis in drug cases.

3.2 Employee Qualifications. City will ensure that the forensic chemist hired pursuant to this Agreement is fully qualified to perform the drug analysis services contemplated by this Agreement.

3.3 Support. City will provide a workspace and access to any necessary equipment and/or materiel for the accomplishment of one Forensic Chemist's duties under this Agreement.

3.4 Priority for Rocket Docket Cases. The City agrees that six forensic chemists in its Forensic Science Division will be assigned primarily to perform drug analysis. The City further agrees that the six forensic chemists who perform drug analysis will give priority to Rocket Docket cases.

3.5 Drug Analysis for Travis County Sheriff's Office Cases. When six forensic chemists (including five City-funded positions and one County-funded position) are fully trained and performing independent drug analysis, the APD Forensic Science Division will begin performing drug analysis on drug evidence submitted by the Travis County Sheriff's Office in connection with TCSO drug cases. The Parties acknowledge that the addition of TCSO cases to the Forensic Science Division workload may result in an increase in the turnaround time between submission of request and completion of analysis.

3.6 Workload Projections and Performance Measures. Workload projections are shown in Attachment A, which is incorporated herein by reference and made a part hereof. Performance measures are shown in Attachment B, which is incorporated herein by reference and made a part hereof.

SECTION 4. COUNTY FUNDING

4.1 Funding for Forensic Chemist Position. County will provide funding to the City for an additional forensic chemist position in APD's Forensic Science Division. It is specifically understood and agreed by the Parties that the County's funding is for a sixth forensic chemist to be assigned primarily to perform drug analysis in drug cases. County funding shall not be used to supplant City funding for existing forensic chemist positions. The Parties expressly acknowledge and agree that the County shall not be obligated to provide funding for a sixth forensic chemist unless six forensic chemist positions (five City-funded positions and one County-funded position) are fully staffed with forensic chemists who are assigned primarily to perform drug analysis in drug cases.

4.2 Amount of Compensation. For and in consideration of the satisfactory performance of services by City in accordance with terms of this Agreement, County shall reimburse the City FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00) per month to fund a sixth forensic chemist position to perform drug analysis in APD's Forensic Science Division. Compensation for partial months will be prorated.

4.3 Invoicing. City shall invoice County monthly for services rendered pursuant to this Agreement. Invoices shall be submitted within 10 calendar days following the end of the calendar month during which the services were performed. The invoice shall include evidence of the employment of five City-funded forensic chemist positions and one County-funded forensic chemist position, all assigned primarily to drug analysis, during the month for which reimbursement is requested. Invoices shall be mailed to:

Kimberly Pierce
Travis County Criminal Justice Planning
P.O. Box 1748
Austin, Texas 78767

4.4 Payment. County shall make payment to City within thirty (30) calendar days following the receipt by County of a proper invoice.

4.5 Parties will pay from revenues currently available. Each party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to that paying party.

SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY

5.1 City and County are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.

5.2 It is expressly understood and agreed that by executing this Agreement no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

5.3 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

SECTION 6. ASSIGNMENT AND SUBCONTRACTING

6.1 Neither Party may assign its rights or subcontract its duties under this contract without the prior written consent of the other Party. An attempted assignment or subcontract in violation of this paragraph is void.

SECTION 7. TERMINATION FOR UNAVAILABILITY OF FUNDS

7.1 This Agreement is to be contingent upon approval and appropriation by the parties of sufficient funds in their respective operating budgets for each party's fiscal year under this Agreement. In the event that such funding is not appropriated and approved, this Agreement will terminate automatically on the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement, provided that any such action or termination due to non-appropriation of funds will not be construed as a default under this Agreement. The parties agree to give the other party at least 90 days advance written notice of termination under this provision.

SECTION 8. NOTICE TO PARTIES

8.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified below, and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified below.

Kimberly Pierce
Travis County Criminal Justice Planning
P.O. Box 1748
Austin, Texas 78767

Chief of Police
715 E. 8th Street
Austin, Texas 78701

A party may change its address by providing notice of the change in accordance with this section.

SECTION 9. MISCELLANEOUS

9.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

9.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is executed in duplicate originals.

CITY OF AUSTIN

TRAVIS COUNTY

By _____
Toby H. Futrell
City Manager

By _____
Samuel T. Biscoe
County Judge

Date _____

Date _____