

AMENDMENT NUMBER ONE
TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN
AND TRAVIS COUNTY
FOR FORENSIC LAB SERVICES

This Amendment Number One to the Interlocal Agreement Between the City of Austin and County of Travis For Forensic Lab Services ("Amendment Number One") is entered into by and between the following parties: Travis County, Texas, a political subdivision of the State of Texas ("County"), and the City of Austin, a Home Rule City primarily located in Travis County, Texas ("City"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in 2007, City and County entered into an interlocal agreement entitled "Interlocal Agreement Between the City of Austin and Travis County for Forensic Lab Services" ("Agreement"); and,

WHEREAS, unless it is amended to extended its duration, the Agreement will expire on September 30, 2009; and,

WHEREAS, CITY AND COUNTY desire to amend the Agreement to provide that it will automatically renew each October 1 for successive one-year renewal terms unless terminated by either party, to provide for reimbursement not to exceed \$1000 per month for required overtime work on jail cases, and to provide for quarterly, rather than monthly, invoicing.

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

1. Section 2.2 of the Agreement is amended to read as follows:

2.2 Renewal Terms. Subject to continued funding, this Agreement shall automatically renew each October 1 for successive one-year renewal terms, unless sooner terminated as provided herein.

2. Section 4.2 of the Agreement is amended to read as follows:

4.2 Amount of Compensation. For and in consideration of the satisfactory performance of services by City in accordance with the 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. In the event that overtime is required, County will also reimburse City an amount not to exceed ONE THOUSAND DOLLARS (\$1,000.00) per month for overtime worked by its chemists on jail cases.

3. Section 4.3 of the Agreement is amended to read as follows:

4.3 Invoicing. City shall invoice County quarterly for services rendered pursuant to this Agreement. Invoices shall be submitted within 10 calendar days following the end of the calendar quarter 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 quarter 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. Except for the changes made in this Amendment Number One, all other terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment Number One has an effective date of October 1, 2009.

CITY OF AUSTIN

COUNTY OF TRAVIS

Marc A. Ott, City Manager

Samuel T. Biscoe, County Judge

Date

Date