INTERLOCAL AGREEMENT FOR
HAYS COUNTY CONNECTIVITY
TO AUSTIN POLICE DEPARTMENT
AUTOMATED PALM AND FINGERPRINT INDENTIFICATION SYSTEM
(APFIS)

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

WHEREAS, the City currently operates an Automated Palm and Fingerprint System (APFIS) in the Austin Police Department (APD) for identification processes involved in the booking and criminal justice system; and

WHEREAS, the City and County have each determined that it would be mutually advantageous for the County to connect to the City's APFIS, to enter its fingerprint and palm print records and latent prints into the APFIS database, and to search the database for matches; and

WHEREAS, the City and County are authorized to enter into this agreement by Chapter 791 of the Government Code, the Interlocal Cooperation Act;

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. COUNTY RESPONSIBILITIES

(1) Connectivity. County will furnish and maintain the communication line from the APD to Hays County.

(2) Support.
    (a) County will provide 24-hour contacts for both the IT Section and the ID Section.
    (b) County will be available on a 24-hour basis to assist with any issues that affect the operations of the system.

(3) Hardware and Software.
    (a) County will purchase the workstation and any necessary peripherals, at its expense.
    (b) County will be responsible for purchasing any necessary interfaces from existing Identix Live Scan systems to APD's Cogent APFIS system.
    (c) County will maintain a maintenance agreement that is commensurate with APD's maintenance agreement.

(d) County will report any system problems to APD to determine if the problem is a local or system issue. If it is determined that the problem is a local problem, County will contact Cogent for service assistance, at County's expense.

(e) County will have a back-up plan for those records not entered into the system electronically while the system is not functioning. All records not sent electronically during down time will be entered at a later time by County.

(4) Operations.

(a) County will be responsible for submitting all 10 print cards resulting from Hays County arrests to the APD Cogent database upon implementing this capability..

(b) County will be responsible for submitting to the APD Cogent database the palm prints of those individuals arrested for the following crimes:

      (i) all felony crimes; and
      (ii) all burglary and theft related offenses.

(c) All searches will be returned to the Hays County for verification.

(d) County will utilize its Arrest ID number for identification of its records.

(e) Only APD personnel will be authorized to delete records from the database.

(f) County will forward any necessary deletions or expunction of records to the APD Crime Records Section representative in writing.

(5) User Qualifications.

(a) County will insure that all personnel utilizing the search capabilities of the system:

    (i)   for known 10 print and palm print searches will be trained and proficient in ink print comparison; and

    (ii)   for latent prints and palm prints will be trained and proficient in the field of latent prints.

(b) County agrees that they are responsible for any identification of a latent print generated by the system with the understanding that all identifications should be verified by a second examiner before being reported.

(c) County agrees that City may restrict County's access to the database if County fails to utilize qualified personnel, or if substandard work product is being experienced.

SECTION 2. CITY RESPONSIBILITIES

(1) Connectivity. City will furnish the security hardware, e.g. firewalls for the interagency connection.

(2) Support.

(a) City will maintain the security of the system.

(b) City will provide County with a 24-hour contact for problems.

(3) Hardware.

(a) If a problem is reported to City, and City determines it is a system problem, City will contact Cogent for service assistance, at City's expense.

(b) City will attempt to keep any system down time to a minimum. If the system is to be down for longer than 4 hours, the County contact will be notified.

SECTION 3. <u>COSTS</u>

Each party will pay its own costs and expenses in performing its responsibilities under this Agreement.

SECTION 4. <u>EFFECTIVE DATE, TERM OF CONTRACT, AND TERMINATION</u>

This Agreement takes effect when signed on behalf of both parties, and shall remain in effect for an initial term to expire on 9/30/2015. This Agreement shall automatically renew annually, on October 1 of each successive year, for up to four (4) renewal periods, unless terminated by either party by written notice given at least sixty (60) days prior to the end of each contract year.

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 5. <u>RELATIONSHIP OF PARTIES, AND LIABILITY</u>

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.

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.

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. <u>ASSIGNMENT AND SUBCONTRACTING</u>

County may not assign its rights or subcontract its duties under this contract without the prior written consent of City. An attempted assignment or subcontract in violation of this paragraph is void.

SECTION 7. <u>DISPUTE RESOLUTION</u>

If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of both parties within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties.

Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, an impartial professional mediator to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. The mediator may be a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Hays County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The parties will share the costs of the mediator equally.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Venue for any action arising under this agreement will be in Travis County, Texas.

SECTION 8. SUSPENSION FOR UNAVAILABILITY OF FUNDS

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 9. NOTICE TO PARTIES

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.

Hays County Sheriff
Hays County Sheriff's Office
1307 Uhland Rd.
San Marcos, Texas 78666

Chief of Police
Austin Police Department
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 10. MISCELLANEOUS

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.

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   HAYS COUNTY

By_____   By_____
        Marc Ott   Bert Cobb
        City Manager   County Judge

Date_____   Date__6-4-14__