

File Organization

	Contract Documents	Comments
	Contract No.: NI170000004	
Tab 1	1. Amendments (w/ supporting documents) – Most recent on top	
	2. Contract properly executed Check box a, b c, or d below to reflect the contract type.	
	a. <input type="checkbox"/> Competitively solicited contract Solicitation Type: Solicitation No.:	<input type="checkbox"/> Check if non-standard terms apply or long-form contract
	• Signed Offer Sheet	
	• Section 0300, Standard or Non-Standard Purchasing Terms and Conditions	<input type="checkbox"/> Check if non-standard terms apply
	• Section 0400, Supplemental Provisions	<input type="checkbox"/> Check if N/A
	• Section 0500, Specification / Scope of Work	<input type="checkbox"/> Check if N/A
	• Section 0600 Bid Sheet and/or Signed Successful Bid/Proposal/Quote w/ subsequent clarifications	
	• Section 0605, Signed Local Business Presence, if applicable	<input type="checkbox"/> Check if N/A
	• Section 0700, Reference Sheet, as applicable	<input type="checkbox"/> Check if N/A
	• Section 0800, Signed Non Discrimination Affidavit	<input type="checkbox"/> Check if N/A or incorporated by reference
	• Section 0805, Signed Non-Suspension & Debarment (applicable for solicitations with amounts \$25,000 or above)	<input type="checkbox"/> Check if N/A or incorporated by reference
	• Section 0810, Signed Non-Collusion – Conflict of Interest (applicable for solicitations with amounts within City Council limit)	<input type="checkbox"/> Check if N/A or incorporated by reference
	• Section 0815, Signed Living Wage – Contractor, If applicable (if not applicable, provide reason in comments)	<input type="checkbox"/> Check if N/A
	• Section 0825, Signed Workplace Conditions, if applicable	<input type="checkbox"/> Check if N/A
	• Section 0830, Prevailing Wage Contract Provision, including 00830BC or 00830HH	<input type="checkbox"/> Check if N/A
	• Section 0835, Signed Non-Resident Bidder	<input type="checkbox"/> Check if N/A
	• Section 0845, Signed Buy American, if applicable	<input type="checkbox"/> Check if N/A
	• Contractor's Offer/Response w/ subsequent clarifications, negotiations and BAFOs	<input type="checkbox"/> Check if N/A (Offer/Response represented in above documents)
	b. <input checked="" type="checkbox"/> Interlocal Agreements • Properly Executed Contract • All Interlocals no matter the amount must be approved by City Council. (AE Exempt for administrative awards) • Signature authority is dependent on the RCA verbiage.	
	c. <input type="checkbox"/> Cooperative Contracts • Properly Executed Contract • Copy of Cooperative contract • Price List(s) or link to website • Contract includes Cooperative Contract Number • Section 0800, Non-Discrimination Certification • Section 0805, Non-Suspension & Debarment	
	d. <input type="checkbox"/> Exempt from Competition • Properly Executed Contract • Contractor's Proposal/Quote • Section 0800, Non-Discrimination Certification • Section 0805, Non-Suspension • Certificate of Exemption or CBN Memo (AE only)	

	3. CT and any subsequent modifications, if applicable	<input checked="" type="checkbox"/> Check if N/A
	4. Section 0900 or 0900 NG/Signed Compliance Plan/Utilization Plan, if applicable	<input checked="" type="checkbox"/> Check if N/A
	5. Approved RCAs and RCA Approvals	<input type="checkbox"/> Check if N/A (administrative award)
	6. System for Award Management (SAM) Search Results	<input checked="" type="checkbox"/> Check if N/A (under \$25K) Interlocal
	7. Form 1295, Certificate of Interested Parties	<input checked="" type="checkbox"/> Check if N/A (administrative award)
Tab 2	Insurance, Bonds and Licenses No 1 on Top/Date Order (Most recent on top)	Comments
	1. Insurance Requirements: Select a or b, if option b selected, d is required <input checked="" type="checkbox"/> a. Insurance not required , explain in Comments <input type="checkbox"/> b. Insurance Required Final Insurance Coverage Type(s) as required for this contract: <div style="margin-left: 40px;"> <input type="checkbox"/> General Lia <input type="checkbox"/> Auto <input type="checkbox"/> Workers Comp <input type="checkbox"/> Builder Risk or Installation <input type="checkbox"/> Garage Lia. <input type="checkbox"/> Garage Keepers <input type="checkbox"/> Prop. Lia. <input type="checkbox"/> Products Lia. <input type="checkbox"/> Excess / Umbrella Lia. <input type="checkbox"/> Environmental Lia. <input type="checkbox"/> Professional Lia <input type="checkbox"/> Crime <input type="checkbox"/> Errors & Omissions Lia. <input type="checkbox"/> Cyber Lia <input type="checkbox"/> Other Insurance, specify in Comments </div> <div style="margin-left: 40px;"> <ul style="list-style-type: none"> • Waiver of Specific Coverage and / or Endorsements: Explain in Comments and include reference to supporting documentation such as risk memo /emails. • </div> <input type="checkbox"/> d. A.M. Best Rated B+VII or better, printouts in file, if non-rated include supporting documentation	Interlocal
	2. <input type="checkbox"/> Copies of Bonds, if applicable (originals to Records Analyst)	
	3. <input type="checkbox"/> Copies of Licenses, if applicable	
Tab 3	Pre-contract Documents No 1 on Top	Comments
	1. Bid Tab/Matrix	<input checked="" type="checkbox"/> Check if N/A
	2. Bid log	<input checked="" type="checkbox"/> Check if N/A
	3. Approved Goals Determination Memo	<input checked="" type="checkbox"/> Check if N/A
	4. Grant, if applicable	<input checked="" type="checkbox"/> Check if N/A
Tab 4	Correspondence (Most recent on top)	Comments
	Examples may include: <ul style="list-style-type: none"> • Memos, Emails, Multi-department budgets • Notifications and vendor letters • Department recommendation • BAFO response with no change to original offer • Meeting attendance sheets (pre-bid, pre-offer) • Evaluation Notes and Info • Contract Monitoring and Close Out 	

**COURT ORDER
2016-1413**



City of Austin FY17-22 Interlocal Agreement for Forensic Laboratory Services

On a motion made by Commissioner John Wiley Price, District 3, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 11/15/2016
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Southwestern Institute of Forensic Sciences recommendation for the FY17-22 interlocal agreement with the City of Austin for the provision of forensic laboratory services and authorizes the County Judge to sign necessary related documents on behalf of Dallas County.

Done in open court November 15, 2016, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4
OPPOSED: None
ABSTAINED: None
ABSENT: Commissioner Mike Cantrell, District 2

Recommended by: Dr. Jeffrey Barnard
Originating Department: Forensics

COMMISSIONERS COURT BRIEFING



DATE: 11/15/2016

SUBMITTING DEPARTMENT: Forensics

THROUGH:

SUBJECT: City of Austin FY17-22 Interlocal Agreement for Forensic Laboratory Services

BACKGROUND:

The Southwestern Institute of Forensic Sciences Criminal Investigation Laboratory (CIL) performs forensic analyses for the City of Austin Police Department (City) on a fee for service basis. To date, most of the work performed has been selected toxicology testing for driving while intoxicated cases, but the City has indicated that they may begin using our laboratory for forensic biology (DNA) testing.

On June 17, 2008, the Court approved an Interlocal Agreement (ILA) between the City and Dallas County for forensic laboratory services. On November 18, 2008, the Court approved Amendment No. 1 to the ILA, on September 8, 2009 the Court approved Amendment No. 2, on October 5, 2010, the Court approved Amendment No. 3, Amendment No. 4 was approved on October 11, 2011, on September 25, 2012 Amendment No. 5 was approved, on October 1, 2013 Amendment No. 6 was approved, Amendment No. 7 was approved on November 4, 2014, and on the November 3, 2015 the Court authorized Amendment No. 8. The amendments enabled continued service provision during FY09 through FY16. The City now is requesting execution of a new ILA to permit continued utilization of CIL services by the City for FY2017 through FY2022.

The purpose of this briefing is to summarize the conditions of the agreement and to request approval of the updated ILA for the provision of forensic laboratory services to the City of Austin.

OPERATIONAL IMPACT:

The ILA Description of Work statement calls for the provision of "forensic services". The description of work is consistent with the services that have been provided to the City in the past by the CIL and also covers the new types analytical requests we anticipate receiving from the City.

The City has communicated an interest in using the CIL to help address backlogged forensic biology cases. We do not have any specific information regarding when submissions may be initiated, or any details regarding how many cases may be submitted in a given time period. Additionally, it may be that the City identifies another means to address the backlog, but having the ILA in place will enable use of our lab in the event they decide to submit casework to the CIL.

RECOMMENDED BY:	Forensics	PREPARED BY:	Cathy Self
		APPROVED BY DEPT HEAD:	Dr. Jeffrey Barnard

We have advised the City of our current casework obligations and that we do not have the ability to preferentially process their backlog work or to "guarantee" a rapid turnaround time for a large number of cases. Rather, any casework submitted by the City will be handled using standard laboratory casework processing guidelines.

FINANCIAL IMPACT:

The updated agreement contains a total contract amount of \$3,600,000 for the new term (FY2017-FY2021). During FY08, the City incurred \$9,781 in charges under this agreement. In FY09, \$15,061 was spent, \$27,840 in FY10, and in FY11, \$27,331 was expended. In FY12, \$32,785 was spent, \$49,247 was spent in FY13, and FY2014, the City spent \$74,494 for services provided by the CIL. During FY15 and FY16, less than \$1,000 in service work was performed by the CIL for the City due to the enhancement of Austin lab capabilities that enabled the provision of services previously obtained from the CIL.

The Payment section of the ILA calls for payment in accordance with the approved Institute fee schedule following completion of work by the CIL and receipt of an invoice. The Payment section also includes a requirement that the County provide 30 days advance written notice of any changes in the fee schedule related to services received by the City. The City agrees in the ILA that the contract payment cap does not relieve the City of the obligation to pay for services provided by the CIL at the City's request.

LEGAL IMPACT:

The proposed agreement makes no substantive change to the content and conditions of the original ILA other than the funding increase and term change discussed above. The District Attorney Civil Division has reviewed and approved the agreement and the amendment as to form.

PROJECT SCHEDULE:

The original ILA term was October 1, 2007 through September 30, 2008. Amendments No. 1 through no. 8 provided for continued service provision from October 1, 2008 through September 30, 2016. The term of the proposed updated ILA is October 1, 2016 through September 30, 2022.

M/WBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

Provision of accurate, impartial and timely forensic analyses on a fee for service basis to a Texas law enforcement agency contributes to the safety goals envisioned in the County Administrative Plan.

RECOMMENDATION:

The Southwestern Institute of Forensic Sciences recommends approval of the updated interlocal agreement for FY17-22 with the City of Austin for the provision of forensic laboratory services and that the County Judge be authorized to sign necessary related documents on behalf of Dallas County.

Interlocal Agreement For Forensic Laboratory Services

THIS CONTRACT is made and entered into by and between the CITY OF AUSTIN, a municipal corporation, located in Austin, Texas, hereinafter called "City", and DALLAS COUNTY, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES AT DALLAS, hereinafter called "County".

1. DESCRIPTION OF WORK

For the consideration hereinafter agreed to be paid to County by City, County shall provide forensic services for cases of the Austin Police Department, hereinafter called the "Services". The Services are to be performed in a competent and professional manner, and performance shall conform to applicable professional standards for the Services. County shall also perform the Services in a timely manner, consistent with the needs of the Austin Police Department.

2. PAYMENT OF SERVICES

Upon completion of periodic work by County, City will pay County in accordance with the approved County fee schedule for the Services (Exhibit A), within thirty (30) days of receipt of County's invoices. Each invoice shall be accompanied by sufficient backup information as required by City. However, total payments by City during the term of this Contract shall not exceed \$3,600,000 (three million six hundred thousand dollars) which amount (or a portion thereof where the Contract term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Contract. City shall be solely responsible for monitoring payments under this Agreement, and the not-to-exceed amount shall not relieve City of its obligation to pay County for Services rendered at City's request. County shall provide at least thirty (30) days advance written notice of any changes in the fee schedule for any of the Services performed under this Agreement. Any changes in the fee schedule that require an increase in the not-to-exceed amount of funding for this Agreement shall be approved by written supplemental agreement approved by both the Austin City Council and the Dallas County Commissioners Court.

3. TERM

The term of this Agreement shall commence on October 1, 2016 and terminate on September 30, 2022, subject to annual appropriations by the Austin City Council, unless sooner terminated in accordance with the provisions of this Agreement.

4. INDEPENDENT CONTRACTOR

County's status in the performance of the Services under this Agreement is that of an independent contractor and not an agent, employee, or representative of City. County and its officers and employees shall exercise independent judgment in performing duties and responsibilities under this Contract, and County is solely responsible for setting working hours and scheduling the work flow. No term or provision of this Agreement or act of County in the performance of this Agreement shall be

construed as making County or its officers or employees the agents or employees of City, or making any of County's employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its own employees.

5. RESPONSIBILITY

Both City and County each agree to be responsible for their own negligent acts, errors, or omissions in the performance of this Agreement, without waiving any governmental immunity available to either City or County under Texas law, and without waiving any defenses of either party under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. TERMINATION

It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds. Either party may terminate this Agreement, in whole or in part, for their convenience upon thirty (30) days advance written notice to the other party. City will compensate County in accordance with the terms of this Agreement for all Services performed for the benefit of City prior to the effective date of such notice.

In the event of default, the non-defaulting party shall have the right to immediately terminate the contract without providing advance written notice.

7. NOTICES

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Art Acevedo
Chief of Police
City of Austin
715 E 8th Street
Austin, Texas 78701

If intended for County, to:

Jeffrey J. Barnard, M.D.
Director and Chief Medical Examiner
Dallas County
Southwestern Institute of Forensic Sciences at Dallas
5230 Medical Center Drive
Dallas, Texas 75235-7710

8. RIGHT TO REVIEW AND AUDIT

City may review any and all of the Services performed by County under this Agreement. City is hereby granted the right to audit, at City's election, all of County's records and billings related to the performance of this Agreement. County agrees to retain such records for a minimum of three (3) years following completion of this Agreement.

9. INTERLOCAL AGREEMENT

This Agreement is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described in this Agreement, and are made from current revenues available to the paying party.

10. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of the parties to this Agreement will be performed in Dallas County, Texas and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

11. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. ENTIRE AGREEMENT

This Agreement, along with the exhibits referenced herein, embodies the complete understanding and agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained in this Agreement. Except as otherwise provided herein, this Agreement cannot be modified without written supplemental agreement of the parties.

EXECUTED this the 15th day of November, 2016, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 20161103-029, adopted by the City Council on November 3, 2016, and by County, acting through its duly authorized officials pursuant to County Commissioners' Court Order No. 2016-1413, dated November 15, 2016.

APPROVED AS TO FORM:
Christopher Coppola
Asst. City Attorney

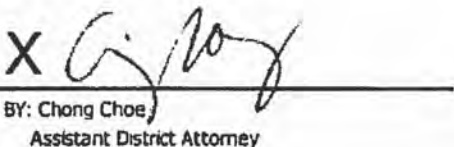
CITY OF AUSTIN
Rey Arellano
Asst. City Manager

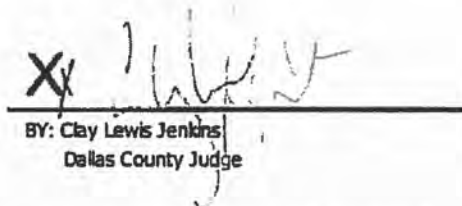
X 
BY: Assistant City Attorney

X 
BY: Assistant City Manager

APPROVED AS TO FORM*:
SUSAN HAWK
DALLAS COUNTY
District Attorney

DALLAS COUNTY, acting through
the SOUTHWESTERN INSTITUTE
OF FORENSIC SCIENCES AT
DALLAS

X 
BY: Chong Choe
Assistant District Attorney

X 
BY: Clay Lewis Jenkins
Dallas County Judge

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



Exhibit A
Dallas County
Southwestern Institute of Forensic Sciences

2355 N. Stemmons Fwy
Dallas, TX 75207
214.920.5900

Office of the Medical Examiner Service Fees

Code		Service Description	Fee
3312	1000	Autopsy - Level I	2050
3312	1007	Autopsy - Level II	2500
3312	1001	External Examination	1050
3312	1004	Autopsy - Level I: 10/01/09 - 09/30/14	1950
3312	1010	Autopsy - Level II: 10/01/09 - 09/30/14	2350
3312	1005	External Examination - 10/01/09 - 09/30/14	1000
3312	1002	Expert Witness(hearing, trial)-criminal case/per 1/2 day	725
3312	1008	Expert Consult (case review, meeting) -criminal case/per hour	200
3312	1009	Expert Witness (deposition, hearing, trial) - civil or non-IFS case/per hour	525
3312	1003	Expert Consult (case review, meeting) -civil or non-IFS case/per hour	375
3312	1006	Photomicroscopy of Tissue Specimens/per hour	55
3312	1200	Autopsy/External Examination Report-Notarized Copy	15
3312	1201	Autopsy/External Examination Report-Copy	5
3312	1202	Cremation Certificate	25
3312	1203	Interrogatory/response	25
3312	1204	Proof of Death Certificate	5
3312	1205	Cause of Death form	5
3312	1206	Non-Contagious Disease Certification letter	20
3312	1207	Affidavit	10
3312	1208	Death Certificate/OME portion, Replacement	20
3312	1209	Copy charge-miscellaneous/per page	0.10
3312	1210	DVD/CD copy charge	1
3312	1301	Color print from slide - 8" x 10"	7
3312	1307	X-ray duplication	10
3312	1400	Histology/recut/H&E stain/per slide	5
3312	1402	Histology/recut/special stain/per slide	20
3312	1500	Evidence Shipping/Destruction/per package	32
3312	1501	Crash bag/body bag replacement	25
3312	1502	Use of Institute facilities	128
3312	1503	Indigent cremation – adult reimbursement	500
3312	1507	Indigent cremation – infant/skeletonized reimbursement	125
3312	1508	Indigent burial – adult reimbursement	1920
3312	1509	Indigent burial – infant/skeletonized reimbursement	660
3312	1504	Support staff services/per hour	15
3312	1505	Mileage/per diem reimbursement (IFS staff travel for other jurisdictions)/per unit	1
3312	1506	Reimbursement - external agency services/per unit	1

Payment is required in advance (two hours minimum) for all services provided to private attorneys and any costs in excess of the minimum are payable at the time service is rendered. At the discretion of the Director, payment may be required before any service is rendered.



Dallas County
Southwestern Institute of Forensic Sciences

2355 N. Stemmons Fwy
Dallas, TX 75207
214.920.5900

Criminal Investigation Laboratory Service Fees (all Sections)

Code		Service Description	Fee
3311	7700	Expert Witness(hearing, trial)-criminal case/per 1/2 day	425
3311	7702	Expert Consult (case review, meeting) -civil or non-IFS case/per hour	225
3311	7703	Expert Witness (deposition, hearing, trial) - civil or non-IFS case/per hour	325
3311	7706	Expert Consult (case review, meeting) -criminal case/per hour	100
3311	7708	Support staff services/per hour	15
3311	7709	Evidence Registration/per case	27
3311	7710	Evidence Processing and Shipping/per service/per package	32
3311	7711	Specimen/Materials Storage /per year	60
3311	7712	Response to Interrogatories/per 1/2 hour	33
3311	7713	Duplication charge/Scientist/per 1/2 hour	33
3311	7714	Certified copy of lab report	15
3311	7715	Copy Charge-Miscellaneous/per page	0.10
3311	7716	Affidavit	10
3311	7717	Use of Institute facilities	128
3311	7718	Evidence photography/per 1/2 hour	33
3311	7728	DVD/CD Copy charge	1
3311	7720	Color print from slide - 8" x 10"	7
3311	7726	Mileage/per diem reimbursement (IFS staff travel for other jurisdictions)/per unit	1
3311	7727	Reimbursement - external agency services/per unit	1

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Dallas County
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214.920.5900

Toxicology Laboratory Service Fees

Code		Service Description	Fee
3311	2001	Drug Screen/Acidic Neutral	81
3311	2002	Drug Screen/Alkaline	81
3311	2003	Alcohols/Acetone	26
3311	2004	Solvents/Volatiles	85
3311	2005	Opiate Narcotics (GC/MS)	85
3311	2006	Cannabinoid Screen	34
3311	2007	Legal Alcohol/Analysis and Affidavit	44
3311	2009	Drug Abuse Screen/additional drug	6
3311	2016	Gas Chromatography/Mass Spectrometry	85
3311	2018	Volatile Drugs (Valproic Acid, etc.)	51
3311	2021	Infrared Spectroscopy	79
3311	2024	Benzodiazepines (GC/MS)	85
3311	2025	Marihuana/Cannabinoids (GC/MS or LC/MS)	85
3311	2026	Cocaine and Metabolites (GC/MS or LC/MS)	85
3311	2027	Acetaminophen Quantitation	51
3311	2034	Carbon Monoxide	34
3311	2036	Gamma-hydroxybutyric acid (GHB)	85
3311	2044	Ethylene Glycol	66
3311	2060	Other Analytical-Special Services/half hour	34
3311	2068	Salicylates	53
3311	2076	Vitreous Humor Electrolytes	40
3311	2086	pH	26
3311	2094	Immunoassay	34
3311	2097	Drug Screen	195
3311	2017	Fentanyl	85
3311	2020	Liquid Chromatography/Mass Spectrometry	85

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Dallas County
Southwestern Institute of Forensic Sciences

2355 N. Stemmons Fwy
Dallas, TX 75207
214.920.5900

Drug Analysis Laboratory Service Fees

Code		Service Description	Fee
3311	2302	Exploratory Qualitative	25
3311	2303	Sample Preparation	32
3311	2304	Infrared Spectroscopy	79
3311	2305	Gas Chromatography/Mass Spectrometry	85
3311	2306	Thin Layer Chromatography	79
3311	2307	Quantitative Analysis	73
3311	2308	Marihuana/Cannabinoids	46
3311	2309	Marihuana Seed Germination	34
3311	2311	Other Analytical-Special Services/half hour	34
3311	2312	Tentative Identification	25
3311	2313	Liquid Chromatography/Mass Spectrometry	85

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Dallas County
Southwestern Institute of Forensic Sciences

2355 N. Stemmons
Fwy
Dallas, TX 75207
214.920.5900

Breath Alcohol Technical Supervisor Service Fees

Code		Service Description	Fee
3313	2600	Basic Service (in County)	850
3313	2601	Basic Service (out-of-County)	1,000
3313	2602	Additional Instrument/ Instrument	75
3313	2603	Repair Part Reimbursement	1
3313	2604	Supply Reimbursement	1
3313	2605	Other Analytical-Special Services/half hour	33
3313	2700	Expert Witness(hearing, trial)-criminal case/per 1/2 day	425
3313	2702	Expert Consult (case review, meeting) -civil or non-IFS case/per hour	225
3313	2703	Expert Witness (deposition, hearing, trial) - civil or non-IFS case/per hour	325
3313	2720	Expert Witness - ALR Hearing/per hour	325
3313	2706	Expert Consult (case review, meeting) -criminal case/per hour	100
3313	2708	Support staff services/per hour	15
3313	2709	Evidence Processing and Shipping/per service/per package	32
3313	2710	Response to Interrogatories/per 1/2 hour	33
3313	2721	Response to Interrogatories - ALR/per 1/2 hour	33
3313	2711	Duplication charge/Scientist/per 1/2 hour	33
3313	2712	Certified copy of lab report	15
3313	2713	Copy Charge-Miscellaneous/per page	0.10
3313	2714	Affidavit	10
3313	2715	Use of Institute Facilities	128
3313	2716	Evidence photography/per 1/2 hour	33
3313	2717	Mileage/per diem reimbursement (IFS staff travel for other jurisdictions)/per unit	1
3313	2718	Reimbursement - external agency services/per unit	1
3313	2719	CD/DVD copy	1

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Dallas County
Southwestern Institute of Forensic Sciences

2355 N. Stemmons Fwy
Dallas, TX 75207
214.920.5900

Physical Evidence Laboratories Service Fees

Physical Evidence - All Laboratories

Code		Service Description	Fee
3311	3100	Physical Match/Fit (All PES Units)	41
3311	3101	Photography for Court/Demonstration (All PES Units)/per half hour	33
3311	3102	Evidence Documentation for Court/Demonstration (All PES Units)	67
3311	3103	Other Analytical-Special Services/half hour	33
3311	3104	Archived Evidence Research/per hour	67
3311	3105	Crime Scene Processing/hour	67

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Dallas County
Southwestern Institute of Forensic Sciences

2355 N. Stemmons Fwy
Dallas, TX 75207
214.920.5900

Physical Evidence Laboratories Service Fees
Firearms/Toolmarks

Code		Service Description	Fee
3311	3401	General Rifling Characteristics File Search/per item	33
3311	3403	Mechanical Evaluation of Weapon/per item	67
3311	3404	Test Fire/per item	17
3311	3406	Restoration of Firearm for Test Firing/per item	81
3311	3407	Serial Number Restoration/per item	67
3311	3412	Toolmark Replication/per test mark	33
3311	3413	Toolmark Comparison/per item	67
3311	3414	Chronograph/Special Testing/per hour	67
3311	3415	Bullet Identification/per item	33
3311	3416	Cartridge Case Identification/per item	33
3311	3417	Microscopic Comparison of Bullet	67
3311	3418	Microscopic Comparison of Cartridge Case/per item	67
3311	3419	Blood Evidence Search/per specimen/per item	33
3311	3420	Test Firing for Distance Determination/hour	67
3311	3421	Trace Evidence Collection/per item	33
3311	3423	Sodium Rhodizonate/Greiss Test for GSR/per defect	76
3311	3424	Microscopic Search for GSR/per defect	41
3311	3425	Range Determination by Test Fire/per hour	67

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Physical Evidence Laboratories Service Fees
Trace Evidence Laboratory

Code		Service Description	Fee
3311	3500	Trace Evidence Collection from Bodies/per hour	67
3311	3501	Evidence Search/Removal/per item	41
3311	3502	Examination of Hair Combing for Foreign Material/per hour	67
3311	3503	Identification of Unusual Features/per item	75
3311	3504	Microscopic Examination/Comparison of Hairs/per hour	67
3311	3505	Microscopic Examination/Comparison of Fibers/per hour	67
3311	3506	Fiber Identification/per hour	67
3311	3507	Microspectrophotometry/per sample	103
3311	3509	Fourier Transform IR/Microscopy Analysis/per sample	103
3311	3510	Fourier Transform IR/General Analysis/per sample	89
3311	3511	FTIR Sample Preparation/per sample	67
3311	3513	Microscopic Examination/Solubility/per sample	33
3311	3514	Gas Chromatography/Mass Spectrometry/per sample	135
3311	3516	Gas Chromatograph/Mass Spectrometry Sample Preparation	54
3311	3521	Gunshot Residue Kit	6
3311	3522	SEM/EDX Analysis of Special Materials/per hour	110
3311	3523	Sodium Rhodizonate/Griess Test for GSR	76
3311	3524	Microscopic Search for GSR (Clothing)	41
3311	3526	Range Determination by Test Firing	67
3311	3530	Paint/Fiber/Polymer Analysis by Pyrolysis GC/MS	89
3311	3531	Refractive Index	67
3311	3533	Microchemical Testing	54
3311	3536	Microscopic Examination of Trace Evidence/per hour	67
3311	3537	Bloodstain Pattern Analysis/per hour	67
3311	3538	Microscopic Slide Preparation/per slide	17
3311	3540	SEM/EDX - Analysis of GSR Stubs/set (2) stubs	408
3311	3542	Hair Preparation for DNA Testing/per hair	67

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Physical Evidence Laboratories Service Fees
Forensic Biology Laboratory

Code	Service Description	Fee
3311 3602	DNA Standard Collection/per item	50
3311 3603	Biological Evidence Storage/per sample	44
3311 3605	Species Determination/per sample	53
3311 3606	Presumptive Semen Test/per sample	62
3311 3608	Spermatozoa Search/per slide	53
3311 3609	Confirmatory Semen Test (P30)/per sample	88
3311 3610	Sexual Assault Kit	29
3311 3611	Exam of Female Sexual Assault Patient	353
3311 3612	Partial Exam of Female Sexual Assault Patient	36
3311 3613	Exam of Male Sexual Assault Patient	75
3311 3614	CODIS System, Search/Entry/per profile	35
3311 3615	DNA Extraction & Typing by STR - 9 Loci/per sample	347
3311 3616	DNA Extraction & Typing by STR - 13 Loci/per sample	446
3311 3617	Mitochondrial DNA Typing, Hair/Bone, Per Sample	1,662
3311 3618	Mitochondrial DNA Typing, Blood, Per Sample	1,022
3311 3630	Presumptive Blood Test/per sample	62
3311 3631	Alternate Light Source Search - Small Item/per item	62
3311 3632	Alternate Light Source Search - Large Item/per item	88
3311 3633	DNA Standard Kit Processing/per item	24
3311 3634	Blood Evidence Search - Clothing or Small Item/per item	88
3311 3635	Blood Evidence Search - Bedding or Large Item/per item	220
3311 3636	Biological Evidence Removal/per sample	8
3311 3637	Spermatozoa Slide Preparation/per slide	24
3311 3638	Semen Evidence Search - Clothing or Small Item/per item	88
3311 3639	Semen Evidence Search - Bedding or Large Item/per item	220
3311 3640	Sexual Assault Kit - Basic Processing	44
3311 3641	Semen DNA Extraction & Typing by STR - 9 Loci/per sample	413
3311 3642	Semen DNA Extraction & Typing by STR - 13 Loci/per sample	517
3311 3643	DNA Extraction for STR/per sample	244
3311 3644	DNA Typing by STR - 4 Loci/per sample	80
3311 3645	Examination of Hair Combing for Foreign Material/per item	24
3311 3646	Presumptive Saliva Test/per sample	50
3311 3647	Saliva Evidence Search - Clothing or Small Item/per item	88
3311 3648	Saliva Evidence Search - Bedding or Large Item/per item	220
3311 3649	Confirmatory Blood Test/per sample	44
3311 3650	Bloodstain Pattern Evaluation/per item	24
3311 3651	Trace Evidence Collection/per item	44
3311 3652	Sample Prep (Transfer to external agency)/per sample	44
3311 3653	Blood Standard Processing/per sample	33
3311 3654	Database STR Profiling/Property Crime - 9 loci/per sample	244
3311 3655	Database STR Profiling/Property Crime - 13 loci/per sample	265
3311 3656	Y-STR Profiling/per sample	347

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**AUSTIN CITY COUNCIL
MINUTES**

**REGULAR MEETING
THURSDAY, NOVEMBER 3, 2016**

Invocation: Rabbi Neil Blumofe, Congregation Agudas Achim

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, November 3, 2016 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Adler called the Council Meeting to order at 10:10 a.m. Council Member Troxclair was absent.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the minutes of the Austin City Council work session of October 18, 2016, special called meeting of October 19, 2016, regular meeting of October 20, 2016, and Council discussion of October 21, 2016.
The minutes from the City Council work session of October 18, 2016, special called meeting of October 19, 2016, regular meeting of October 20, 2016 and Council discussion of October 21, 2016 were approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 10-0 vote. Council Member Troxclair was absent.
2. Authorize issuance of a rebate to 78741 Holdings, LP, for the installation of solar electric systems on 20 residential units at its Las Cimas mixed-use development at 2101 Montopolis Drive, for a total amount not to exceed \$101,760. (District 3)
The motion authorizing the issuance of a rebate to 78741 Holdings, LP was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 9-0 vote. Council Member Zimmerman abstained. Council Member Troxclair was absent.
3. Approve issuance of a rebate to Henderson Global Investors, for energy efficiency improvements at the Argosy at Crestview apartment community located at 1003 Justin Lane, in an amount not to exceed \$95,279 (District 7).
The motion authorizing the issuance of a rebate to Henderson Global Investors was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 9-0 vote. Council Member Zimmerman abstained. Council Member Troxclair was absent.

Ordinance No. 20161103-024 was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 10-0 vote. Council Member Troxclair was absent.

25. Approve negotiation and execution of Amendment No. 3 for a 12-month extension of an interlocal agreement with AUSTIN INDEPENDENT SCHOOL DISTRICT for the provision of educational and skill-building services in an amount not to exceed \$1,282,485, for a total agreement amount not to exceed \$3,216,485.

The motion authorizing negotiation and execution of amendment number three for an extension of an interlocal agreement with Austin Independent School District was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 9-1 vote. Council Member Zimmerman voted nay. Council Member Troxclair was absent.

Items 26 and 27 were pulled for discussion.

28. Authorize negotiation and execution of a 60-month lease renewal for approximately 964 square feet of office space and three boat slips for the Lake Patrol Unit of the Austin Police Department, located at 2215 Westlake Drive, from LAKE AUSTIN MARINA I L.P., a Texas limited partnership, in an amount not to exceed \$226,214 (District 10).

The motion authorizing negotiation and execution of a lease renewal from the Lake Austin Marina I L.P. was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 9-0 vote. Council Member Zimmerman abstained. Council Member Troxclair was absent.

Item 29 was pulled for discussion.

30. Authorize award and execution of a 36-month contract with JOHN BEAN TECHNOLOGIES CORPORATION DBA JBT AEROTECH, JETWAY SYSTEMS, to provide JetAire pre-conditioned air units inspection, maintenance, repair services, and training, in an amount not to exceed \$339,000, with three 12-month extension options in an amount not to exceed \$113,000 per extension option, for a total contract amount not to exceed \$678,000. (Notes: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were insufficient subcontracting opportunities; therefore, no subcontracting goals were established.)

The motion authorizing award and execution of a contract with John Bean Technologies Corporation doing business as JBT Aerotech, Jetway Systems was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 9-0 vote. Council Member Zimmerman abstained. Council Member Troxclair was absent.

31. Authorize negotiation and execution of a contract with IER, INC., for the purchase and installation of keypad and new barcode/passport readers for the common use self-service kiosk at Austin-Bergstrom International Airport, in an amount not to exceed \$117,360. (Notes: This contract is exempt from the City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established.)

The motion authorizing negotiation and execution of a contract with IER, Inc. was approved on consent on Council Member Zimmerman's motion, Council Member Kitchen's second on a 9-0 vote. Council Member Zimmerman abstained. Council Member Troxclair was absent.

Member Renteria's second on a 9-1 vote. Council Member Zimmerman voted nay. Council Member Troxclair was absent.

29. Authorize execution of a six year interlocal agreement with Dallas County Texas acting through the Southwestern Institute of Forensic Sciences at Dallas, for forensic services total estimated contract amount not to exceed \$3,600,000.

A motion to approve the item was made by Council Member Casar and seconded by Council Member Pool.

A motion was made to change the language back to a 12 month interlocal agreement was made by Council Member Zimmerman. The motion failed for a lack of a second.

The motion authorizing execution of an interlocal agreement with Dallas County Texas acting through the Southwestern Institute of Forensic Sciences at Dallas was approved on Council Member Casar's motion, Council Member Pool's second on a 10-0 vote. Council Member Troxclair was absent.

27. Approve the cancellation of the November 8, 2016 work session.
The motion to cancel the November 8, 2016 work session was approved on Council Member Pool's motion, Council Member Zimmerman's second on a 9-1 vote. Council Member Houston voted nay. Council Member Troxclair was absent.

64. Approve an ordinance amending City Code Chapter 2-1 (City Boards) relating to the Parks and Recreation Board.
Ordinance No. 20161103-064 was approved on Mayor Pro Tem Tovo's motion, Council Member Renteria's second on a 10-0 vote. Council Member Troxclair was absent.

65. Approve a resolution amending Resolution No. 20150618-081 to designate the East Cesar Chavez Neighborhood Planning Team as the responsible organization to conduct the nomination and election process for a representative from the East Austin area.
Resolution No. 20161103-065 was approved on Council Member Renteria's motion, Council Member Houston's second on a 10-0 vote. Council Member Troxclair was absent.

Mayor Adler recessed the meeting at 11:55 a.m.

Mayor Pro Tem Tovo reconvened the meeting at 12:06 p.m.

CITIZENS COMMUNICATIONS: GENERAL

Paul Robbins - City issues including Electric Utility bills.

Timothy Miller - New right turn only lane on Anderson and 183. (Videoconference from District 6 field office)

Mark Rogers - Growth. (Videoconference from District 6 field office)

Osayekeme Ebomwonyi - Gang violence and rape in the community.

Koo Hyun Kim - Democracy at City Hall – **Not Present.**

Sylvia Mendoza - Toll Roads. – **Not Present.**

Travis Duncan - Renewable energy.

Chiomi Okon - Cognitive homeless population and education.

Iris Leija - TBA.

Krystal Johnson - Upcoming events at Planet K.

EXECUTIVE SESSION

The City Council went into Executive Session, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel, to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda and to receive advice from Legal Counsel regarding any other item on this agenda.

69. Discuss legal issues related to open government matters (Private consultation with legal counsel - Section 551.071 of the Government Code).
This item was withdrawn without objection.
70. Discuss legal issues related to Brian Rodgers v. City of Austin, Cause No. D-1-GN-16-000615 in the 345th Judicial District, Travis County, Texas (Private consultation with legal counsel - Section 551.071 of the Government Code).
This item was withdrawn without objection.
71. Discuss legal issues related to Texas Gas Service's proposal to increase retail customer rates.
This item was withdrawn without objection.
72. Discuss legal issues related to proposed state highway projects, including SH 45 Southwest, located over the Barton Springs portion of the Edwards Aquifer Recharge and Contributing Zones (Private consultation with legal counsel - Section 551.071 of the Government Code).
This item was withdrawn without objection.

Mayor Adler recessed the meeting at 12:33 p.m.

Mayor Adler reconvened the meeting at 1:33 p.m.

DISCUSSION ITEMS CONTINUED

Items 26 and 67 were acted on in a combined motion.

26. Approve second and third reading of an ordinance amending Ordinance No. 960613-J and authorizing execution of the first amendment to a settlement agreement relating to the development of property located at 6409 City Park Road (Champion Tract). Related to Item #67.
This item was postponed to November 10, 2016 on Council Member Gallo's motion, Council Member Houston's second on a 10-0 vote. Council Member Troxclair was absent.

a site plan application is not submitted prior to the expiration of the PCA, the conservation easement or other encumbrance expires and is of no force and effect.”

To add a new Paragraph (D)(9) and (D)(10) to read:

“(9) Commercial Design Standards & Sidewalks. Compliance with Chapter 25-2, Subchapter E (Design Standards and Mixed Use) is not required, but sidewalks of at least six feet in width are required along the frontage of Hewitt Lane and Brodie Lane, at a location determined in site development review.

(10) Height Restriction. The food sales accessory use project, which may include an incidental service station use, described in Subsection (A) of this PCA is limited to 60-feet in height.”

Mayor Adler adjourned the meeting at 8:51 p.m. without objection.

The minutes were approved on this the 10th day of November 2016 on Council Member Renteria’s motion, Council Member Pool’s second on an 11-0 vote.



MEMORANDUM
Austin Police Department
Office of the Chief

TO: Mayor and Council
FROM: Brian Manley, Chief of Staff
DATE: November 2, 2016
SUBJECT: Clarification Memo for Item #29, City Council November 2, 2016 Agenda

The November 3, 2016 City Council agenda includes an item for the Mayor and Council's consideration to authorize the execution of an interlocal agreement with Dallas County, Texas for forensic services. This interlocal agreement is intended to clear the existing backlog of DNA cases for the Austin Police Department (APD).

The agenda, as posted, provides that the proposed interlocal agreement would have a 12-month term, with five 12-month extension options. The estimated contract amount for the initial 12-month term is \$1,600,000. The estimated contract amount for each extension option is \$400,000. The total contract amount is not to exceed \$3,600,000 over the entire potential six-years of the interlocal agreement.

The Austin Police Department would like to change, and clarify for Mayor and Council, the terms of the proposed interlocal agreement. After the initial RCA was posted, Dallas County notified APD that, rather than a 12-month interlocal agreement with five 12-month extension options, it wanted a six-year agreement. APD has agreed to this change for three reasons.

First, it will not affect the total contract amount of \$3,600,000.

Second, it will reduce administrative complication and paperwork between the City and Dallas County in the event the City wishes to continue using Dallas County's forensic services through 2022.

Third, the change will not increase or affect the City's costs or prohibit the City from terminating the interlocal agreement at any time. Under the agreement, the City will pay for forensic services on a piecemeal basis pursuant to Dallas County's cost-of-services schedule. The contract does not require APD to use any minimum amount of forensic services. Therefore, having a six-year contract will not affect APD's costs. Moreover, the contract contains a provision that allows either party to terminate the agreement on 30 days written notice, for any reason. Finally, any funding for services under the interlocal agreement beyond Fiscal Year 2016-2017 is contingent on City Council approval in each future budget year.

In summary, the change explained here does not make any substantive or material change to the interlocal agreement as described in the initial agenda posting.

Respectfully,
Brian Manley
Chief of Staff

Cc: Elaine Hart, Interim City Manager
Rey Arellano, Assistant City Manager

The November 2, 2016 City Council agenda includes a report for the City and Council's consideration to authorize the execution of an interlocal agreement with Dallas County, Texas for forensic services. This interlocal agreement is intended to clarify the existing backlog of DNA cases for the Austin Police Department (APD).

The agenda also provides that the proposed interlocal agreement would have a 12-month term with five 12-month extension options. The estimated contract amount for the initial 12-month term is \$1,600,000. The estimated contract amount for each extension option is \$400,000. The total estimated amount is not to exceed \$2,800,000 over the entire potential six-year period of the interlocal agreement.

The Austin Police Department would like to change and clarify the terms of the proposed interlocal agreement. The terms of the agreement were drafted by a County attorney and the APD has agreed to this change for three reasons.

First, it will affect the total contract amount of \$2,800,000.

Second, it will reduce administrative costs between the City and Dallas County in the event the City wishes to continue the forensic services beyond 2017.

This change will not increase the total contract amount. The change is being made to clarify the terms of the agreement. The City and Dallas County have agreed to this change for three reasons. The change will affect the total contract amount of \$2,800,000. The change will reduce administrative costs between the City and Dallas County in the event the City wishes to continue the forensic services beyond 2017. The change will not increase the total contract amount.

In summary, the change explained here does not affect any significant change to the total contract amount or the terms of the agreement.