

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN, THE CITY OF SAN MARCOS POLICE DEPARTMENT,
THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE,
AND HAYS COUNTY
FOR FORENSIC LAB SERVICES**

This Interlocal Agreement Between the City of Austin and County of Hays For Forensic Lab Services ("Agreement") is entered into by and between the following parties: Hays County, Texas, a political subdivision of the State of Texas ("County"), the Hays County Criminal District Attorney's Office, a Department of Hays County (the "DA"); the City of San Marcos Police Department, an agency of a Home Rule City primarily located in Hays County ("SMPD"); 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. The above-listed entities are collectively referred to as "the Parties" or "the Parties to this Agreement." The County, the DA, and SMPD are collectively referred to as "the Client Entities."

WHEREAS, the Parties each have an interest in achieving a more efficient Criminal Justice system through a collaborative, regional effort.

WHEREAS, the Parties anticipate that the terms and conditions of this Agreement will facilitate and promote a more efficient Criminal Justice system in Hays County;

WHEREAS, the City currently operates a Forensic Science Division in the Austin Police Department ("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 six forensic chemists to perform such drug analysis; and,

WHEREAS, Parties agree that the addition of a seventh forensic chemist to perform drug analysis would enable the City to analyze narcotics cases for the client entities ; and,

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

WHEREAS, the City and the County agree that the seventh forensic chemist who will perform laboratory analysis on drug evidence should give priority to drug cases submitted by the client entities; 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

The current number of drug cases being handled by the Austin Police Department's Forensic Science Division prevents the Division from assisting other agencies with narcotics analysis. 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 six forensic chemists to perform laboratory analysis on drug evidence in drug cases. The Parties agree that the addition of a seventh forensic chemist to perform laboratory analysis on drug evidence would enable the City to analyze drug cases for the above listed entities, thereby completing these drug analyses more quickly than currently being conducted. The Parties agree that it would be mutually advantageous for the Client Entities to provide funding for the City to employ a seventh forensic chemist to perform drug analysis at the City's Forensic Science Division. The Parties also agree that the seventh forensic chemist who performs drug analysis shall give priority to drug cases submitted by the client entities. The Parties understand and agree that the forensic chemist hired to fill the position being funded by the Client Entities 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 provide analysis results to the client entities within 19 (nineteen) calendar days from date of submission.

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, 2012, 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, 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 ninety (90) 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 seventh 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 seven forensic chemists in its Forensic Science Division will be assigned primarily to perform drug analysis. The City further agrees that the seventh forensic chemist who perform drug analysis will give priority to cases submitted by the client entities.
- 3.5 **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.** The Client Entities 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 Client Entities' funding is for a seventh forensic chemist to be assigned primarily to perform drug analysis in drug cases. Client Entities funding shall not be used to supplant City funding for existing forensic chemist positions. The Parties expressly acknowledge and agree that the Client Entities shall not be obligated to provide funding for a seventh forensic chemist unless all seven forensic chemist positions assigned to perform drug analysis are fully staffed.
- 4.2 **Amount of Compensation.** For and in consideration of the satisfactory performance of services by City in accordance with terms of this Agreement, the Client Entities shall pay the City TWENTY-FOUR THOUSAND, THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS (\$24,388.25) per quarter to fund a seventh forensic chemist position (with essential supplies) to perform drug analysis in APD's Forensic Science Division. Compensation for partial quarters will be prorated. The first quarterly payment under this Agreement (the "Initial Payment") shall be due within thirty (30) days of the date this Agreement is signed by all Parties. The Client Entities hereby agree to bear these costs equally (1/3 each), unless otherwise agreed in writing by the Client Entities.
- 4.3 **Invoicing.** For all payments after the Initial Payment, City shall invoice County quarterly for services rendered pursuant to this Agreement. Invoices shall be submitted within ten (10) calendar days of the next quarter in which services will be performed. The invoice shall include evidence of the employment of the seven forensic chemist positions who were performing drug

analysis during the preceding quarter. Unless otherwise requested by County in writing, invoices shall be mailed to:

Vickie Wilhelm
Hays County Auditor's Office
111 E. San Antonio, Suite 100
San Marcos, Texas 78666

4.4 Payment. County shall make payment to City within thirty (30) calendar days following the receipt by County of a proper invoice. County shall forward all invoices received from City to SMPD, within five (5) days of receipt. Invoices shall be forwarded to:

Chief Howard Williams
SMPD – Chief of Police
2300 S. IH-35
San Marcos, TX 78666

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.

4.6 Payment by SMPD. Within fifteen (15) days of receipt of an invoice sent from the County pursuant to Section 4.4, above, SMPD shall pay the County its share of the invoice, which, unless otherwise agreed by the Client Entities in writing, shall be one-third (1/3) of the total invoice amount received.

SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY

5.1 The Parties 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 ninety (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.

Sheriff Gary Cutler
1307 Uhland Road
San Marcos, TX 78666

Chief Art Acevedo
Chief of Police - APD
715 E. 8th Street
Austin, Texas 78701

Chief Howard Williams
SMPD – Chief of Police
2300 S. IH-35
San Marcos, TX 78666

Sherri Tibbe
Hays County Criminal District Attorney
110 E. MLK Blvd.
San Marcos, Texas 78666

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

HAYS COUNTY

By _____
Marc A. Ott
City Manager

By _____
Bert Cobb, M.D.
County Judge

Date _____

Date _____

Attest: _____
Liz Q. Gonzalez
Hays County Clerk

SAN MARCOS PD

HAYS COUNTY CRIMINAL D.A.

By _____
Howard Williams
Chief of Police

By _____
Sherri Tibbe
Criminal District Attorney

Date _____

Date _____