

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 ____ day of _____, 2016, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____, adopted by the City Council on _____, 2016, and by County, acting through its duly authorized officials pursuant to County Commissioners' Court Order No. _____, dated _____, 2016.

APPROVED AS TO FORM:

City Attorney

CITY OF AUSTIN

City Manager

X

BY: Assistant City Attorney

X

BY: Assistant City Manager

APPROVED AS TO FORM:

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

X

BY: Assistant District Attorney

X

BY: County Judge