

ITEM 9



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number:

Kimberly Pierce, Planning Manager, CJP (512) 854-4764
Roger Jefferies, County Executive, JPS, (512) 854-4759
Debra Hale, Criminal Courts Administrator, (512) 854-9244

Elected/Appointed Official/Dept. Head:

Debra Hale, Criminal Court Administrator, (512) 854-9244,
Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY THE CRIMINAL COURTS AND CRIMINAL JUSTICE PLANNING TO FUND A CONTRACT FOR LAB WORK TO COMPLETE BACKLOG OF DRUG LAB TESTING FOR DRUG CASES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The attached memo includes a request to move \$50,000 from reserve to fund contracted lab work to complete backlog of drug lab testing for drug cases.

ISSUES AND OPPORTUNITIES:

Please see attached memo and attachments.

FISCAL IMPACT AND SOURCE OF FUNDING:

The request is for \$50,000 from reserve to cover the average cost of 300 tests and a small reserve for travel if necessary by lab staff to court proceedings.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

REQUIRED AUTHORIZATIONS:

District Criminal Court Judges
PBO
Auditor's Office
Purchasing Office
District Attorney

ATTACHEMENTS:

Memo from Criminal Courts and CJP to the Commissioners Court and PBO
Armstrong Forensic Contract
Austin Police Department Monthly Statistical Report
City of Austin and Travis County Interlocal
October 9 and November 15, 2012 Memos from Bill Gibbons, APD Drug
Lab

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

To: Travis County Commissioners Court

Through: Roger Jefferies, County Executive, Justice and Public Safety
Debra Hale, Criminal Courts Administrator

From: Kimberly Pierce, Planning Manager, Criminal Justice Planning

Date: January 13, 2013

Subject: **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY THE CRIMINAL COURTS AND CRIMINAL JUSTICE PLANNING TO FUND CONTRACT FOR LAB WORK TO COMPLETE BACKLOG OF DRUG LAB TESTING FOR DRUG CASES**

History of Drug Lab Contracting

The Rocket Docket was created in 2002 to ease pressure on the jail population. The City of Austin and Travis County agreed to work together for the goal of returning drug tests needing analysis by the APD drug lab within a fourteen day period. This agreement worked until the drug lab began experiencing a growing backlog of tests. By 2007, the backlog of cases had reached nearly 500.

The APD drug lab back log resulted from an increase in drug cases and no corresponding increase in drug lab staffing. To assist with staffing, Travis County and the City of Austin entered into an interlocal which required Travis County to fund an additional chemist for \$69,600. This position was created to ensure that the drug tests for jail cases would be analyzed and returned to court within 14 days. This request was funded mid-year in FY 2007.

The additional chemist was helpful for cases going forward, but in order to diminish the existing backlog of drug cases, the Commissioners Court approved funding in FY 2008 in the amount of \$100,000 for Armstrong Forensic lab to provide drug lab services.

On February 19, 2008, the Commissioners Court agreed that any funding not being utilized by Armstrong Forensics could be used for the purpose of APD's drug lab personnel overtime costs, not to exceed \$1000 per month. This request also alleviated costs for cases which would have required "transport costs" associated with Armstrong Forensic Lab staff who would be required to travel from Richardson to Austin for court trials.

Between 2008, and up until the forensic contract was defunded in FY 2010, Travis County paid Armstrong Forensics, the contracted vendor, over \$85,000 to reduce Travis County's backlog.

Current Situation

Over the past year, the APD drug lab has experienced a number of vacancies, FMLA issues, two separate investigations, broken drug testing equipment, and a sharp increase in the number of blood draws needing testing (see attached memos from APD), which has resulted in another backlog of drug cases.

Currently, there are over 300 cases needing to be tested. In the original budget request, our primary target was the backlog of cases where the defendants were in jail; however, for this request, we are targeting both jail and non-jail cases. To address the backlog issues, CJP staff members have met on a number of occasions with Court Administration and several judges who have agreed that it is not reasonable for any defendant to wait a lengthy time for a test result. Some cases are currently 6 – 9 months old and this has significantly delayed dispositions.

According to the District Attorney's office, there are over 250 cases waiting for a lab result strictly on the grand jury docket, and another 50 cases on the Magistrate Docket. The DA's office has asked that staff look into using Armstrong Forensics again to eliminate the backlog. We contacted Armstrong Forensics Laboratory in November, inquiring if they could once again assist Travis County, and they are available to do this work.

The Purchasing Office confirmed the county has a contract with Armstrong Forensic Lab, on an "as needed basis." However, there is currently no funding associated with the contract. According to Armstrong's current fee schedule, an average cost to test a case is \$137.42, which would result in a need of \$41,226 (300 X \$137.42) to eliminate the current backlog.

Recommendation

We are respectfully requesting funding from FY13 reserves in the amount of \$50,000 for Armstrong Forensics to complete the existing backlog of drug cases to avoid a continued increase. This request would fund the testing of the backlog and create a

small reserve of \$8,774 to cover any unforeseen need for additional tests or travel to Austin by lab personnel if needed for court testimony. We believe this is the most immediate and cost effective approach to address this need. Staff will continue to monitor the interlocal agreement with the City of Austin for the APD chemist, which remains in effect. District Judge Clifford Brown has agreed to reach out to the APD, and lead a City/County effort to develop a longer term strategy to address future backlog issues.

Attachments:

Armstrong Forensic Contract
Austin Police Department Monthly Statistical Report
City of Austin and Travis County Interlocal
October 9 and November 15, 2012 Memos from Bill Gibbons, APD Drug Lab

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND
ARMSTRONG FORENSIC LABORATORY, INC.**

FOR

PROFESSIONAL DRUG TESTING SERVICES

CONTRACT NO. PS070292ML

EXHIBIT I

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT (PSA)

RECITALS

County desires to enter into a professional services agreement to obtain forensic laboratory analysis on drug evidence in criminal cases on an as needed basis.

Contractor will determine whether the drug sample is a controlled substance, and if so, identify the substance and perform a quantitative and qualitative analysis.

Contractor is an accredited independent contractor with the professional ability and expertise, and all necessary professional degrees, licenses, and certifications to provide the desired services.

AGREEMENT

County and Contractor agree as follows:

1.0 DEFINITIONS

In this Agreement,

1.1 "DPS" means the Department of Public Safety.

1.2 "Commissioners Court" means the Travis County Commissioners Court.

1.3 "County Auditor" means the Travis County Auditor.

1.4 "Criminal Justice Planning Office" means the Travis County Criminal Justice Planning Office or the Criminal Justice Planning Office's designated representative.

1.5 "APD" means Austin Police Department.

1.6 "Is doing business" and "has done business" mean:

1.6.1 Paying or receiving any money or other valuable thing which has a value of more than \$250 in the aggregate in a calendar year in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.6.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.6.3 But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.7 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Agreement and marked as Attachment D.

1.8 "Purchasing Agent" means the Travis County Purchasing Agent or her designated representative.

1.9 "Working Days" means Monday through Friday, except for the days that Travis County has declared as holidays for its employees.

2.0 TERMS

2.1 Initial Term. This Agreement commences upon execution by all parties and continues until September 30, 2007, unless earlier terminated.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement may be renewed for an additional term of one year by written notice to Contractor from the County Purchasing Agent, unless earlier terminated by either party.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. Contractor shall perform the services, tasks, and activities described in Contractors proposal as it relates to the Scope of Services.

3.2 Contractor Requests for Information. Contractor may communicate all requests for direction and factual information relating to the services to the Criminal Justice Planning Office and may rely on all factual information supplied by the Austin Police Department in response to its requests.

3.3 Professional Licensure/Certification. The Contractors shall maintain all necessary licenses and certifications related to the professional services provided under this Agreement, and shall provide County with copies of these licenses and certifications upon County's request. If licensure or certification of Contractor expires, is revoked, is suspended, is probated, or is canceled, Contractor shall inform County of that action within five (5) working days after receipt of notice of it.

3.4 Ethical Standards. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable professional ethical standards and his or her best professional judgment.

3.5 Standard of Care. Despite anything in this Agreement to the contrary, Contractor shall perform all services required under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. Contractor warrants that the services provided under this Agreement shall be performed in a good and workmanlike manner. This Agreement shall be not be construed to relieve Contractor of this duty.

3.6 Removal of Employee of Contractor. Any employee or contractor of Contractor, who in the opinion of the Criminal Justice Planning Office is incompetent or whose conduct

becomes detrimental to the services provided under this Agreement, shall be removed from performance of services immediately.

3.7 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information about Clients in accordance with the applicable federal, state and local laws, rules and regulations, including the new regulations under the Health Insurance Portability and Accountability Act ("HIPAA") and applicable professional ethical standards. This provision shall not be construed as limiting the Judge's access to Client information.

3.8 Civil Rights/ADA Compliance. Contractor shall provide all services and activities under this Agreement in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if the Contractor were required to comply with these laws. Contractor shall not discriminate against any employee, or applicant for employment. Contractor shall provide appropriate accommodations for all Clients, including to the extent necessary any interpreter services for non-English speaking clients or hearing impaired clients.

3.9 Compliance with Law Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described in this Agreement and to the performance of all obligations undertaken pursuant to this Agreement.

4.0 EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

4.1 Independent Contractor. Contractor acknowledges that he is not a County employee, but is instead an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Employees and contractors of Contractor shall not be considered employees of County, or gain any rights against County pursuant to the County's personnel policies. None of Contractor's employees or contractors, if any, have a contractual relationship with the County. While this Contract and its administration will establish a framework within which the Contractor's services will be provided, the County will not direct or control the actual performance of the Contractor's professional services for which the Contractor is responsible in accordance with accepted standards. The Contractor is not only expected, but is also required to exercise his independent professional judgment and discretion in the performance of the services

4.2 Subcontracting. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that authority by the Commissioners Court.

4.3 Licensure. Contractor warrants that the Contractor is a laboratory accredited by the DPS and has all necessary licenses and certifications related to the professional services being provided under this Agreement.

4.4 Entity Status Contractor warrants that Contractor has not filed for bankruptcy protection and does not contemplate it.

5.0 COORDINATION WITH THE COUNTY

5.1 Authority of the Criminal Justice Planning Office The Criminal Justice Planning Office shall act on behalf of County with respect to the services performed under this Agreement. The Criminal Justice Planning Office has complete authority to interpret and define in writing County's policies and decisions with respect to performance of Contractor's services. The Criminal Justice Planning Office may designate representatives to communicate instructions and administer the performance of services under this Agreement on a day to day basis.

5.2 Authority of the Purchasing Agent. The Purchasing Agent shall act on behalf of County with respect to the administration of all matters not related to the services performed under this Agreement. The Purchasing Agent has complete authority to interpret and define in writing County's policies and decisions with respect to all matters not related to the performance of Contractor's services. The Purchasing Agent may designate representatives to communicate instructions and otherwise administer all matters not related to the performance of services under this Agreement on a day to day basis.

6.0 DISPUTES AND APPEALS

The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

7.0 COUNTY RESPONSIBILITIES

7.1 Monitoring. The Criminal Justice Planning Office may monitor Contractor's services for compliance with the provisions of this Agreement, and the adequacy and timeliness of Contractor's performance under it. After each monitoring report, Contractor shall cooperate with the Criminal Justice Planning Office to resolve any deficiencies noted by the Criminal Justice Planning Office to the mutual satisfaction of both parties.

8.0 PAYMENT FOR SERVICES

8.1 Taxpayer Identification. Contractor shall provide the County Auditor with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any contract funds are payable.

8.2 Fees. In consideration of satisfactory performance of the professional services by Contractor's pursuant to the terms under the Agreement, County shall pay Contractor in accordance with the agreed-upon rates in the Fee Schedule set forth in Attachment B, which is attached hereto and made a part hereof.

8.3 Satisfactory Completion of Services. County is not responsible for the costs of any services under this Agreement that are not performed to the Criminal Justice Planning Office's satisfaction and not given the Criminal Justice Planning Office's approval, which shall not be unreasonably withheld. County's obligation to pay Contractor is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in Contractor's profession.

8.4 Timely Payment. The County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice from the Contractor, which has been approved by the Criminal Justice Planning Office.

8.5 Invoicing. Contractor shall submit invoicing to the County Auditor on a monthly basis and each invoice shall contain the number of cases tested, the total hours of service provided by Contractor, the hourly fee assessed for each service as provided by Contractor in Attachment B, Fee Schedule, and the total amount of payment requested for services provided. Each invoice submitted by Contractor to County shall be signed by Contractor.

County Auditor
P.O. Box 1748
Austin, Texas 78767.

8.6 Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in an overpayment to Contractor. This refund shall be made by Contractor to County within thirty (30) days after the refund is requested by County. If Contractor fails to refund any money owed to County within thirty (30) days of request, and County issues any subsequent purchase order under this Agreement or enters into any subsequent contract with Contractor and County may offset the difference against the next amount payable to Contractor.

8.7 Assignment for Taxes. Despite anything to the contrary in this agreement, if Contractor is delinquent in the payment of property taxes payable in Travis County at the time of invoicing, Contractor assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

8.8 County Liability. County is not liable for costs incurred or performances rendered by Contractor before or after the Agreement Term.

8.9 Current Revenue Funds. County shall make payments for invoices from current revenue funds available to County. Funding out.

9.0 FUNDING OUT

9.1 Despite anything else to the contrary in this contract, if, during the budget planning and adoption process, Commissioners Court fails to provide funding for this contract for the

following fiscal year of County, County may terminate this contract after giving Contractor at least thirty (30) calendar days written notice that this contract is terminated due to failure to fund it.

9.2 Should County decide not to fund this contract for the following fiscal year, County shall pay Contractor those costs directly attributable to work done or supplies and inventories obtained in preparation for completion or compliance with this contract, prior to such termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the costs of supplies or inventories obtained for use under this contract, said supplies or inventories shall become the property of County and shall be delivered to the FOB point shown in the contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

10.0 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

10.1 General. Contractor shall create, maintain, and retain, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under this Agreement for three (3) years after the provision of the services, or until any litigation or audits concerning any of the services and all questions arising from them have been satisfactorily resolved, whichever occurs later.

Contractor shall make these records reasonably available to County as long as they are retained. Contractor shall provide copies of these records to County upon written request to Contractor at a reasonable cost based on the cost to Contractor to provide copies.

10.2 Access to Records. The Criminal Justice Planning Office or duly authorized representatives shall have access to any and all records, information and documentation of Contractor, which are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to County or their authorized representatives.

11.0 CERTIFICATION OF ELIGIBILITY

Contractor certifies that at the time of executing this contract, Contractor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Contractor is placed on the list during the term of this Agreement, Contractor shall notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

12.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services provided by Contractor under this Agreement. It is the expressed intention of the parties, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions. In the event that a claim is received by

either party to this Agreement, the party, which received the claim, shall forward a copy of the claim to the other party within three (3) business days of its receipt.

13.0 SUSPENSION

If Contractor fails to comply with any provision in this Agreement, County may, upon written notification to Contractor, suspend this Agreement in whole or in part and withhold further payments to Contractor, until Contractor is in compliance with this Agreement or this Agreement is terminated in compliance with 13.0.

14.0 TERMINATION

This Agreement may be terminated by either party at any time by giving thirty (30) days written notice to the other party hereto of the intention to terminate.

15.0 NON-WAIVER OF DEFAULT

15.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

15.2 All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

15.3 No payment, act or omission by Contractor may constitute or be construed as a waiver of any breach or default of County, which then exists or may subsequently exist.

15.4 All rights of Contractor under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Contractor under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

16.0 EXEMPTION FROM COUNTY PURCHASING ACT

Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

17.0 FORFEITURE OF CONTRACT

If Contractor has done business with a Key Contracting Person during the 365 day period immediately prior before execution of this Agreement or does business with any Key Contracting Person at any time after execution of this Agreement and prior to the full performance of this Agreement, Contractor shall forfeit all benefits of this Agreement and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement, provided, however, that this

section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

18.0 AMENDMENTS

18.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved and signed by each party.

IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

18.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Purchasing Agent with a copy to the Criminal Justice Planning Office. Upon agreement by the Criminal Justice Planning Office, the Purchasing Agent will present the request to Commissioners Court for consideration. An amendment or modification of this Agreement shall not be effective unless in writing, approved by the Commissioners Court, and signed by the County and Contractor. No official, agent, representative, or employee of County may amend or modify this Contract, except specifically and expressly authorized by Commissioners Court.

19.0 ENTIRE AGREEMENT

19.1 Entire Agreement. This Agreement constitutes the complete and entire agreement between County and Contractor. This Agreement supersedes any and all other written or oral agreements between the parties with respect to the subject matter of it, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in it is valid or binding.

19.2 Attachments. The attachments enumerated and denominated below are part of this Agreement, and constitute promised performances by Contractor in accordance with this Agreement.

19.2.1 Attachment A - Scope of Services

19.2.2 Attachment B – Fee Schedule

19.2.3 Attachment C - Insurance Requirements

19.2.4 Attachment D – Ethics Affidavit

Exhibit 1 Key Contracting List

Exhibit 2 Disclosure

19.2.5 Attachment E – Contractor’s Qualification Statements

20.0 NOTICES

20.1 Written Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given immediately if delivered in person to the address in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.

20.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd V. Grimes, CPM (or her successor)
Travis County Purchasing Agent
PO Box 1748
Austin, TX 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
PO Box 1748
Austin, TX 78767

and:

Honorable David A. Escamilla (or his successor)
Travis County Attorney
PO Box 1748
Austin, TX 78767

20.3 Contractor Address. The address of Contractor for all purposes under this Agreement and for all notices hereunder shall be:

Armstrong Forensic Laboratory, Inc.
330 Loch'n Green Trail
Arlington, TX 76012

20.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with 18.0. Any change in the address shall be reported within fifteen (15) days of the change.

21.0 MISCELLANEOUS

21.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, and the effect of the holding shall be limited to the clause, sentence, provision, paragraph or article held to be invalid, illegal, or ineffective.

21.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in Travis County, Texas.

21.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

21.4 Binding Contract. This Agreement shall be binding upon and inure to the benefit of the County and the Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor the Contractor may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party.

21.5 Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Agreement.

21.6 Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

21.7 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

22.0 INTERPRETATIONAL GUIDELINES

22.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

22.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

22.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 ORDER OF PRECEDENCE

If there is a conflict in the contract documents, which may include attachments of all or part of the proposal submitted, the contract body and attachments shall control over the proposal which is attached as ATTACHMENT E.

CONTRACTOR:

By: _____
Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney

Date: _____

Funds Certified By:

Susan Spataro, County Auditor

Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

Evidence to be analyzed will be received in a manner that protects the integrity of the evidence and ensures that the rules of evidence are maintained.

The vendor will be responsible for picking up the exhibits from the originating agency.

All cases to be released to the vendor will be inventoried prior to leaving the facility.

Each case will be submitted by the originating agency with the appropriate analysis submission form. This form will indicate the exhibits within the evidence container to be analyzed. Only those exhibits identified for testing will be analyzed.

Exhibits will be analyzed to determine the presence of controlled substances or dangerous drugs as defined by the laws of the state of Texas.

Analysis results must indicate the weight and substance identified as listed in the laws of the state of Texas.

All analysis must include confirmation as per the SWGDRUG guidelines, including confirmation by gas chromatograph/mass spectroscopy or infrared spectrophotometry.

Any confirmed quantities must be reported.

All negatives must also be confirmed.

The vendor will provide a written report of analysis containing the following information:

- Title: Name of lab performing analysis
- Date received by analyzing lab
- Defendant(s) name
- Date of offense
- Offense number
- Finding: name of controlled substance identified as listed in the Texas Controlled Substance Act
- Net weight of sample (weight of sample minus any packaging)
- Name of Analyst

Final reports will be forwarded to the agency upon approvals being completed.

Return of exhibits will be conducted according to proper chain of custody and rules of evidence.

The vendor will be responsible for transporting all exhibits to the originating agency.

An inventory of all exhibits will be conducted prior to release of the evidence to the originating agency.

Performance requirements regarding turn around time is described in Attachment E.

ATTACHMENT B**FEE SCHEDULE**

<i>Analytical and Consulting Services</i>				
Line Item	Description of Service			
1	Turn Around Time Surcharge (Analytical Only)	Std. (10 Day TAT) RFQ Rate	Rush (5 Day TAT) + 50% Surcharge	Priority (1-2 Day TAT) + 100% Surcharge
2	Multiple Case (Batch) Discount (Analytical Only)	< 10 Units/Batch RFQ Rate	10 - 20 Units/Batch 10% Discount	> 21 Units/Batch 18% Discount
			Standard Rate	Travis County RFQ Rate
Analytical Services				
3	Controlled Substances Full Scan		\$250.00/ Sample	
4	Single Component Reported			\$70.00/Sample
5	Additional Component(s) Reported on Same Sample			\$35.00/ Add'tl Cmpnt
6	Affidavit of Laboratory Analysis		\$125.00/ Case	\$75.00/Case
7	Evidence Storage (6 mos.)		\$75.00/ Case	\$55.00/Std.Case
8	Evidence Photo Documentation		\$35.00/ Case	No Charge
9	Evidence Containers & Shipment		\$35.00/ Case	No Charge
10	Evidence Return Shipment		\$35.00/ Case	No Charge
Consulting Services				
11a	Andrew T. Armstrong, Ph.D., C.P.C.			
11b	Consultation, Travel, Phone and Standby		\$295.00/ Hour	\$235.00/ Hour
11c	Court Presentation and Deposition		\$395.00/ Hour	\$335.00/ Hour
11d	Video Deposition		\$495.00/ Hour	\$435.00/ Hour
12a	Marion Armstrong, M.S.P.H., M.B.A., C.I.H.			
12b	Consultation, Travel, Phone and Standby		\$195.00/ Hour	\$150.00/ Hour
12c	Court Presentation and Deposition		\$335.00/ Hour	\$200.00/ Hour
12d	Video Deposition		\$435.00/ Hour	\$200.00/ Hour
13a	John M. Corn, M.A., R.S.			
13b	Consultation, Travel, Phone and Standby		\$185.00/ Hour	\$150.00/ Hour

Analytical and Consulting Services

Line Item	Description of Service		
13c	Court Presentation and Deposition	\$335.00/ Hour	\$200.00/ Hour
13d	Video Deposition	\$435.00/ Hour	\$200.00/ Hour
14a	Karen M. Deiss, B.S.		
14b	Consultation, Travel, Phone and Standby	\$150.00/ Hour	\$125.00/ Hour
14c	Court Presentation and Deposition	\$300.00/ Hour	\$200.00/ Hour
14d	Video Deposition	\$350.00/ Hour	\$200.00/ Hour
15a	Joe Delgado, B.S.		
15b	Consultation, Travel, Phone and Standby	\$150.00/ Hour	\$125.00/ Hour
15c	Court Presentation and Deposition	\$300.00/ Hour	\$200.00/ Hour
15d	Video Deposition	\$350.00/ Hour	\$200.00/ Hour
16a	Jeremy Rummel, M.S.		
16b	Consultation, Travel, Phone and Standby	\$150.00/ Hour	\$125.00/ Hour
16c	Court Presentation and Deposition	\$300.00/ Hour	\$200.00/ Hour
16d	Video Deposition	\$350.00/ Hour	\$200.00/ Hour
Other Services			
17	Technician (In-house or Field)	\$85.00/ Hour	\$85.00/ Hour
18	Video Taping and Production	\$125.00/ Hour	\$85.00/ Hour
19	Computer Services (e.g. CAD, database search)	\$125.00/ Hour	\$85.00/ Hour
20	Fax Transmission	\$1.50/ Page	No Charge
21	Court Production	\$75.00/ Hour	\$35.00/ Case
22	Mileage	\$0.55/ Mile	\$0.55/ Mile
23	Expenses Related to Travel	PTC*	PTC*
24	Event Charge**	\$200.00/Person/4hrs.	\$200.00/Person/4hrs.
* PTC = Pass Through Cost			
** Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of standard work-shift. (Mon.- Fri., 7a.m. - 7 p.m.)			

Armstrong proposes a general reduction of \$2.50/sample for the contract period for those sample units submitted to Armstrong by Travis County Contract Representative(s). That is, Section 4.0, Line Item 4 will be reduced to \$67.50/sample and Line Item 5 will be reduced to \$32.50/additional component/sample for all submittals submitted to Armstrong through Travis County.

Armstrong proposes the following Pickup/Delivery Schedule:

All Evidence that makes up Travis County's Backlog and is related to this RFQ picked-up by a qualified representative of Armstrong Forensic Laboratory, Inc. at one single event and returned at one single event: Flat Rate of \$750.00.

Evidence batched and picked-up/returned by Armstrong on more than one occasion: Flat Rate of \$600.00 per pick-up/return event; \$300.00 for either pick-up or delivery event.

Travis County may elect, at any time, to have any single item or set of items returned to them via traceable carrier for pass-through charges.

Pickup of evidence will be scheduled, to the extent possible, at Travis County's convenience. All evidence picked up during a particular event will be bundled and returned as a unit within 10 days of final report issuance unless written request for alternative method of return is received.

ATTACHMENT C
INSURANCE REQUIREMENTS

During the period of this contract, contractor shall maintain at his expense, insurance covering all of Contractor's professional activities under this Contract, and any care he may provide, directly or by supervision of the drug testing services with coverage limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name COUNTY as additional insured/or an insured, as its interests may appear.
- (ii) Provide COUNTY a waiver of subrogation.
- (iii) Provide COUNTY with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident) .	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury ...	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation: Statutory

Malpractice Liability Insurance:

1. Minimum Limit:
 - \$1,000,000.00 per occurrence, \$3,000,000.00 policy aggregate
2. The policy shall include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation
 - b. Thirty (30) Day Notice of Cancellation
 - c. Travis County named as an additional insured

Insurance underwriters must be acceptable to County.

ATTACHMENT D
ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name has not already been disclosed.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____
on _____, 20____

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

My commission expires: _____

EXHIBIT 1 TO ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
August 1, 2007

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe...	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.	Dan Smith	
Executive Assistant.	Melissa Velasquez	
Commissioner, Precinct 1 ...	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis...	Seton Hospital
Executive Assistant.	Chris Fanuel	
Executive Assistant.	Felicitas Chavez	
Commissioner, Precinct 2 ..	Sarah Eckhardt*	
Executive Assistant	Loretta Farb*	
Executive Assistant	Sandra Ramos*	
Executive Assistant	Vacant	
Commissioner, Precinct 3 ...	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant.	Robert Moore	
Executive Assistant.	Martin Zamzow	
Commissioner, Precinct 4 ...	Margaret Gomez	
Executive Assistant.	Edith Moreida	
Executive Assistant.	Norma Guerra*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning.....	Christian Smith	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR ..	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Stacy Wilson	
Purchasing Agent ...	Cyd Grimes, C.P.M.	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB*	
Purchasing Agent Assistant III	Vania Ramaekers*	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.....	Betty Chapa	
HUB Specialist.....	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Austin Police Department	Bill Gibbens	
District Attorney's Office	Claire Dawson-Brown	
Criminal Justice Planning	Kimberly Pierce	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Karen Sonleitner	12/29/07
Executive Assistant... ..	Gretchen Vaden.....	12/29/07
Executive Assistant... ..	Ann Denkler.. ..	12/29/07
Attorney, Transactions Division	Tom Nuckols.	05/15/08

EXHIBIT 2 TO ATTACHMENT D

DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the effective date of this Agreement with the following Key Contracting Persons and warrants that these are the only Key Contracting Persons:

If no one else is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this Agreement is effective with any Key Contracting Person.

ATTACHMENT E
CONTRACTOR'S QUALIFICATION STATEMENT



City of Austin

Found by Congress, Republic of Texas, 1839
Forensic Science Services Division
 P O Box 689001 Austin, Texas 78768-9001
 512-974-5150



December 9, 2012

Kimberly Pierce, Manager
 Travis County Criminal Justice Planning

The following information is the monthly status report on the rocket docket support provided by APD:

As of November 30, 2012 the status of personnel in the Chemistry Section is as follows:

- The Chemistry Supervisor is performing the management functions, assigning cases and working casework as time allows.
- 5.0 Chemists are concentrating on drug analysis.
- 1.5 Chemists on blood alcohol analysis.
- 1.0 staff member funded by Hayes County for drug testing.
- 1.5 Chemists on Breath Test Program
- 1.0 on FMLA Leave

Workload Projection/Performance Measures										
	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov
New Cases Received										
- Total Cases Projected	210	210	210	210	210	210	210	210	210	210
- Rocket Docket Projected	130	130	130	130	130	130	130	130	130	130
Cases Completed										
- Projected	320	320	320	320	320	320	320	320	320	320
Chemists on Drug Analysis										
- Projected	6	6	6	6	6	6	6	6	6	6
- Actual	4	3	3	4	4	4	5.5	5	4	5
Average Cases/Chemist										
- Projected	60	60	60	60	60	60	60	60	60	60
- Actual	49	46	31	47.25	35.5	50.8	45.6	48.8	54	60.4
Turnaround Times (days)										
- Rocket Docket Projected	14	14	14	14	14	14	14	14	14	14
- Rocket Docket Actual	36.87	32.6	31	47	56	54	54	34	19.4	19.2
Backlog Totals										
- Projected	67	67	67	67	67	67	67	67	67	67
Cases Sent to Outside Vendor										
Armstrong Laboratories	0	0	0	0	0	0	0	0	0	0



Cases Requested	April	May	June	July	Aug	Sept	Oct	Nov	YTD
TOTAL	175	205	226	252	188	224	219	302	2406
Rocket	87	97	71	108	85	79	80	72	941
Jail	16	18	18	31	15	13	28	24	213
Court	2	0	1	4	0	2	3	2	21
Warrants	4	6	20	18	12	11	9	12	136
Federal	11	12	13	14	9	14	12	8	125
Prints	1	0	0	2	2	2	1	0	11
Det/DNA/Plants/Other	22	23	23	70	63	21	17	111	332
Travis County SO	0	0	0	0	0	0	0	0	0
AI SD	0	16	10	0	0	22	11	10	105
Clan Lab	0	0	0	1	0	0	0	0	1
Grand Jury	32	33	31	30	44	39	37	31	382
Hayes County	-	-	-	-	1	19	16	31	67
Juvenile	0	0	2	0	0	0	1	0	4
Williamson Cty	0	0	2	0	0	2	2	0	7

Cases Completed	April	May	June	July	Aug	Mar	Oct	Nov	YTD
TOTAL	94	189	142	254	251	138	202	190	2067
Rocket	37	114	48	100	160	69	57	69	976
Rockets completed in month requested	5	18	10	0	42	15	28	22	233
Jail	16	18	18	26	16	17	26	24	207
Court	3	1	3	2	5	4	3	10	37
Warrants	4	11	5	20	15	6	16	7	110
Federal	3	6	18	12	12	7	13	5	126
Prints	0	1	0	0	0	0	0	1	6
Det/DNA/Plants/Other	8	19	10	23	17	20	8	7	157
Travis County SO	0	0	0	0	0	0	0	0	0
AI SD	5	13	23	25	0	4	11	10	106
Clan Lab	0	0	0	0	0	0	0	0	0
Grand Jury	16	6	11	44	21	14	45	26	246
Hayes County					1	13	21	30	66
Juvenile	0	0	3	0	0	0	1	0	6
Williamson Cty	0	0	1	0	1	1	1	1	5

Cases Pending	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov
TOTAL	338	396	473	469	544	480	412	377	353	481
Rocket	96	104	153	132	156	150	81	31	53	56
Jail	0	0	0	0	0	1	0	0	1	0
Court	3	1	1	0	0	5	0	1	1	12
Warrants	28	28	25	21	35	32	25	27	20	25
Federal	14	27	38	42	36	37	36	21	20	23
Prints	0	1	1	0	0	2	3	1	2	1
Det/DNA/Plants/Other	29	33	45	39	45	52	46	42	17	138
Travis County SO	0	0	0	0	0	0	0	0	0	0
AI SD	30	41	36	39	26	1	1	19	19	19
Clan Lab	1	0	1	1	1	2	1	1	1	1
Grand Jury	134	157	171	194	211	196	218	226	216	202

Hayes County	-	-	-	-	-	-	0	6	0	2
Juvenile	0	0	1	1	0	0	1	0	0	0
Williamson Cty	1	0	0	0	1	1	0	2	5	2

Factors impacting turnaround time include:

- The section is making some strides with the backlog and case completions with the addition of additional staffing on casework. Cases submitted increased by 28% this past month. Backlog was increased by 27% this past month as a result.
- Meetings and communication continue with Travis County to come up with a short term and a long term solution for the backlog issue.
- Grant funded overtime continues to be utilized for casework.
- The section also continues to utilize the overtime allotment provided by Travis County.
- There have been no Travis County S.O. cases submitted as of this report.

If you have any questions about the statistics, please contact me.

Bill Gibbens, Manager
Forensic Science Division
Austin Police Department



US

5-15-07 Dan G.A

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR FORENSIC LAB SERVICES

FILED
MAY 17 PM 2:20
TRAVIS COUNTY CLERK
AUSTIN TEXAS

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

WHEREAS, the City currently operates a Forensic Science Division in 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 five forensic chemists to perform such drug analysis; and.

WHEREAS, the City and the County agree that the addition of a sixth forensic chemist to perform drug analysis would enable the City to reduce the time between submission of analysis request and completion of lab analysis and delivery of results (the "turnaround time"); and.

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

WHEREAS, the City and the County agree that the six forensic chemists who will perform laboratory analysis on drug evidence should give priority to drug cases in which the defendants are in jail ("Rocket Docket" cases); 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

An increase in the number of drug cases being handled by the Austin Police Department's Forensic Science Division has resulted in an increase in the turnaround time between the submission of drug evidence for analysis and the completion of analysis and the delivery of lab reports. 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 five forensic chemists to perform laboratory analysis on drug evidence in drug cases. The City and the County agree that the addition of a sixth forensic chemist to perform laboratory analysis on drug evidence would enable the City to complete drug analyses more quickly. The City and the County agree that it would be mutually advantageous for the County to provide funding for the City to employ a sixth forensic chemist to perform drug analysis at the City's Forensic Science Division. The City and the County also agree that the six forensic chemists who perform drug analysis shall give priority to drug cases in which the defendants are in jail (the "Rocket Docket" cases). The Parties understand and agree that the forensic chemist hired to fill the position being funded by the County 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 reduce the turnaround time between submission of Rocket Docket analysis request and lab results being provided to County to 14 (fourteen) calendar days.

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, 2007, 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, for up to two (2) one-year renewal terms, 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 sixty (60) 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 sixth 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 six forensic chemists in its Forensic Science Division will be assigned primarily to perform drug analysis. The City further agrees that the six forensic chemists who perform drug analysis will give priority to Rocket Docket cases.

3.5 Drug Analysis for Travis County Sheriff's Office Cases. When six forensic chemists (including five City-funded positions and one County-funded position) are fully trained and performing independent drug analysis, the APD Forensic Science Division will begin performing drug analysis on drug evidence submitted by the Travis County Sheriff's Office in connection with TCSO drug cases. The Parties acknowledge that the addition of TCSO cases to the Forensic Science Division workload may result in an increase in the turnaround time between submission of request and completion of analysis.

3.6 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. County 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 County's funding is for a sixth forensic chemist to be assigned primarily to perform drug analysis in drug cases. County funding shall not be used to supplant City funding for existing forensic chemist positions. The Parties expressly acknowledge and agree that the County shall not be obligated to provide funding for a sixth forensic chemist unless six forensic chemist positions (five City-funded positions and one County-funded position) are fully staffed with forensic chemists who are assigned primarily to perform drug analysis in drug cases.

4.2 Amount of Compensation. For and in consideration of the satisfactory performance of services by City in accordance with 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.

4.3 Invoicing. City shall invoice County monthly for services rendered pursuant to this Agreement. Invoices shall be submitted within 10 calendar days following the end of the calendar month 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 month for which reimbursement is requested. Invoices shall be mailed to:

Kimberly Pierce
Travis County Criminal Justice Planning
P.O. Box 1748
Austin, Texas 78767

4.4 Payment. County shall make payment to City within thirty (30) calendar days following the receipt by County of a proper invoice.

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.

SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY

5.1 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.

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 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.

Kimberly Pierce
Travis County Criminal Justice Planning
P.O. Box 1748
Austin, Texas 78767

Chief of Police
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 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

TRAVIS COUNTY

By Toby H. Futrell
Toby H. Futrell
City Manager

By Samuel T. Biscoe
Samuel T. Biscoe
County Judge

Date 5/25/07

Date 5-22-07

Attachment A

Statistical Estimates – Work Load Projections

Average Number of Cases Analyzed Per Month 240
 Average Number of Rocket Docket Cases Received Per Month 130
 Current Case Backlog as of April 17, 2007 475

Work Load Projections

	April 07	May 07	June 07	July 07	Aug 07	Sept 07	Oct 07	Nov 07	Dec 07	Jan 08
Number of Backlog Cases	417	447	477	507	477	387	297	207	177	67
New Cases Received	210	210	210	210	210	210	210	210	210	210
Average Number of Cases Completed	180	180	180	240	300	300	300	240	240	320
Number of Chemists on Casework	3	3	3	4	5	5	5	4	4	6
Average Number of Cases per Chemist	60	60	60	60	60	60	60	60	60	53
Average Turnaround Time (days)	33	33	25	25	25	20	20	20	18	14

Attachment B

Monthly Performance Measures

Performance Measure	Target
Number of Rocket Docket Requests Received	130
Number of Rocket Docket Cases Analyzed	130
Average Number of Days Between Submission of Rocket Docket Analysis Request and Results Being Provided to Customer (Turnaround Time)	14 calendar days

- Targets based on APD casework only. These could be impacted by the addition of TCSO casework.
- TCSO casework to be added once all chemists are performing independent casework.



City of Austin

Found by Congress, Republic of Texas, 1839
Forensic Science Services Division
P O Box 689001 Austin, Texas 78768-9001
512-974-5150



October 9, 2012

Kimberly Pierce
Travis County Criminal Justice Planning

Greetings;

The following information is in regards to the discussion at our meeting on October 5, 2012:

1. What would be the turnaround time of cases sent off to Armstrong Laboratories at APD?

As soon as we receive approval from Travis County, and clarify the list of cases that are to be sent the Evidence Control Section will pull the cases. The submission forms will have to be completed and arrangements will have to be made with Armstrong for pick up. I anticipate (depending on Armstrong's availability) to have them ready and out in a week.

2. Once the backlog is caught up, what would be the expected turnaround time of the cases not considered "Magistrate Court" cases?

Once the backlog is eliminated the worst case scenario for turnaround time on all cases would be 60 days. If we can come up with a process for the section to be alerted with a sufficient amount of time when a case is set for docket, we can prioritize those cases so that they are worked out in a more efficient manner.

3. Historically, what is the increase in incoming casework for the chemistry section?

The Chemistry section is responsible for two specific disciplines, drug chemistry and blood alcohol. In 2008 the section received 2,877 drug analysis cases and 442 blood alcohol cases, totaling 3,319 total cases. In 2011 the section received 2,659 cases for drug analysis but 1,281 cases for blood alcohol, for a total of 3,940 total cases. The increase in blood alcohol requests has forced the section to place on full time chemist on that discipline and begin training another. The biggest impact to turnaround time is the number of federal cases the section is receiving. In 2008 the section received 75 federal cases, and in 2011 the section received 131 federal cases. Each case will take one chemist off of any other casework for a period of at least one week to concentrate on that one analysis. Blood alcohol cases are at 1,411 as of September 30, 2012 for this year, so we are experiencing another drastic increase in this area.

As stated in the meeting, the intention is to set up a meeting with Gary Cobb and other Travis County staff to better understand the process and the priorities of the County with regards to narcotics cases. This should assist us in resetting priorities for the contract chemist if necessary.

If approval is obtained to send the narcotics cases off to Armstrong laboratories, work with our Evidence Control Section and Armstrong to ensure that this process is handled in a timely manner on APD side of the process.

The issue with a timely turnaround is two-fold. The lack of staffing (vacancies and FMLA issues) for several months put the laboratory behind on casework and there has been difficulty in catching up to a current work period. The increase in case demand on this section in several areas has resulted in a lack of staffing to keep up with the current input of analysis requests.

If you need additional information please contact me.

Sincerely,

A handwritten signature in cursive script that reads "William Gibbens". The signature is written in black ink and is positioned above a horizontal line.

William Gibbens, Manager
Forensic Science Services
Austin Police Department
(512) 974-5118



Austin Police Department

*City of Austin: Founded by Congress, Republic of Texas, 1839
P.O. Box 689001, Austin, Texas 78768-9001 Telephone (512) 974-5000
www.cityofaustin.org/police*

To: Kimberly Pierce, Travis County Justice Planning Council
From: Bill Gibbens, Forensic Science Division Manager
Date: November 15, 2012
Subject: Drug Chemistry Section Status

For the past several years the Department has seen an increase in the number of forensic related analysis being performed, particularly in the area of forensic chemistry. This section is responsible for analyzing all drug related evidence, responding to clandestine laboratories, performing blood alcohol analysis and performing the technical oversight for the breath alcohol program in Travis County.

The forensic chemistry section is currently staffed as follows:

- 1 – Supervisor
- 1.5 - Blood Alcohol Chemist
- 1.5 – Breath Test Program Technical Supervisor
- 5.0 – Drug Chemists (1 position currently on FMLA)

This section has seen no growth in additional staffing through the budget process since 1992 however the customer base and demand on the laboratory has continued to grow annually. For example, historically there has been one position responsible for the breath alcohol testing responsibilities. The number of tests in the breath alcohol program rose 24% in 2009 and the increased number of court hours and maintaining additional I/O sites such as the BAT Bus has increased the man hours significantly, rendering it impossible for this program to be managed by one FTE. In 2010 another staff member was trained for this position and ½ of that FTE is devoted to this function. This removed ½ of an FTE from the drug analysis function. The continued mandate of “No Refusal” has escalated blood analysis from 389 cases in 2007 to 1,281 cases in 2011, with an estimated caseload of over 1,800 in 2012. One staff member is assigned this function. The section is cross training another chemist (the second ½ position) however that will remove more staffing from the chemistry analysis function, which also has a building backlog of casework. In 2008 the section received 2,877 drug analysis cases. In 2011 the section received 2,659 cases for drug analysis. Even though the number of drug cases decreased slightly, the number of federal cases has significantly increased. The laboratory received 75 federal cases in 2008 compared to 131 federal cases in 2011.

These cases have a major impact on turnaround as well as the number of analysis a chemist can complete. Each federal case will take one chemist off of any other casework for a period of at least one week to concentrate on that one analysis. With the increase in overall section



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caseload and the limited staffing, the backlog of cases in the chemistry laboratory is currently over 500 blood alcohol cases and over 400 drug cases, impacting the judicial process.

Current Monthly Averages of the Section Caseload for Drug Analysis (Jan-Oct 2012):

Total Drug Cases Received:	210 per month
Total Drug Case Completed:	187 per month
Magistrate Court Cases Received:	86.9 per month
Magistrate Court Cases Completed:	90.7 per month

The MOU with Travis County was designed to assist with expediting magistrate court cases. These cases are identified and requested by the Travis County District Attorney staff. The MOU identifies an expected turnaround time of 15 days. With shortage of staffing in 2011 this timeline was not being met. However the current status of this program is as follows:

Month of November 2012 (as of November 14, 2012)

Magistrate court cases completed:	40
Cases pending:	38
Cases in process:	22 of the 38 listed above
Turnaround Time:	14.57 days

A three month study was performed in which one chemist was assigned to work full time on magistrate court cases exclusively. This was done to get provide a better baseline number of the number of magistrate court cases one position should be performing. The average per month completed by this one analyst was 55.6. The laboratory is completing 85 per month on scheduled hours. Another 8 per month are completed on overtime. The number of cases being completed on a monthly basis far exceeds the expectations of the single funded chemist for this project.

The MOU also provides \$1,000 per month to support the casework for magistrate court cases. In 2012 this funding has provided 110 man-hours used to support the analysis of a total of 56 cases and review of 299 cases.

The current backlog in question is outside the MOU. It is the pending requests that do not fall within the magistrate court cases. Currently the backlog is at 211 state cases and the delay is back to May 1, 2012. The section can no longer meet quick turnaround times on all cases being submitted to the laboratory with the resources currently available.

The main concern of the judicial staff is that they are re-setting cases due to analysis reports not being available at the time of court appearance.

One recommendation is for someone in the process to notify the laboratory of the court date, when set. This will allow the laboratory to prioritize these cases and should give the laboratory sufficient time to get complete, until a permanent solution to the backlog is in place. It will be imperative that the laboratory is notified as soon as the date is set so that there is maximum time to complete the analysis.

Secondly, it was discussed to utilize the overtime funds towards outside testing of pending cases. It was discussed that these funds will eliminate about 100 cases, which is about 1/2 of the current backlog. This will impact minimally impact the turnaround time from the laboratory, however an immediate benefit will be realized in the area of concern.



Please contact me if you should require additional information regarding this matter.

Sincerely,

Bill Gibbens, Manager
Forensic Science Division
Austin Police Department



Keeping you, your family and our community safe.