

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN
AND THE CITY OF FORT WORTH**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH**, a home rule municipality located in Tarrant County, Texas, hereinafter called “CFW,” and **CITY OF AUSTIN** a home rule municipality located in Travis County, Texas, hereinafter called “COA,” each individually referred to as a “party” and collectively referred to as the “parties.”

WHEREAS, the Texas Legislature authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended;

WHEREAS, each party, in performing governmental functions or in making payments for the performance of governmental functions hereunder, must make such performance or such payments from current revenues legally available to that party;

WHEREAS, a timely review of DNA reports and associated evidence (“DNA Report”) for potential entry of DNA data into the Combined DNA Index System (“CODIS”) is mutually beneficial to each party in its pursuit of justice;

WHEREAS, COA has a National DNA Indexing System (“NDIS”) participating laboratory (the “laboratory”) that has the capacity to perform at least fifty (50) additional review of DNA Reports;

WHEREAS, the parties desire to enter into an Agreement for the laboratory to perform at least fifty (50) review of DNA Reports from CFW in spirit of good will and partnership and mutual interest in the pursuit of justice.

NOW, THEREFORE, in consideration of the above recitals and the premises and agreements, covenants and promises herein set forth, it is agreed as follows:

1. **DESCRIPTION OF WORK**

In spirit of good will and partnership and mutual interest in the pursuit of justice and for additional consideration hereinafter, COA will provide the following services (“Services”):

- A. Accept at least fifty (50) forensic cases over the course of this Agreement;
- B. Complete forensic technical review on DNA Reports submitted by CFW for each forensic case in order to determine the existence of appropriate and sufficient basis for conclusions for CODIS entry;
- C. Direct volume and frequency of case submissions by a written notification to CFW;

- D. Identify submission requirements;
- E. Record Sexual Assault Kits (SAKs) submitted for DNA forensic technical review within Track-Kit database within ninety (90) days of receipt.
- F. Notify CFW upon completion of SAKs recording in Track-Kit.
- G. COA will not outsource cases submitted to COA from CFW to a lab outside of the COA authorized and established forensic DNA service providers. COA may utilize COA authorized external technical reviewer for verifications and technical reviews.
- H. COA will follow all accreditation and licensing requirements set forth by Article 38, Code of Criminal Procedure and make available the relevant Standard Operating Procedure, Quality Manual, and most recent external assessment accreditation documentation for review.

CFW understands and will comply with the following restrictions:

- A. CFW will deliver DNA Reports to COA in the manner requested by COA.
- B. CFW will coordinate the transfer of DNA Reports to COA based on a timeline set by the COA.

2. VOLUME OF WORK

It is understood and agreed upon that: (a) no guarantees of volume of work are made by this Agreement past fifty (50) cases; and (b) COA is not designated as the exclusive contractor of these services for CFW.

3. ADDITIONAL CONSIDERATION

- A. CFW will be responsible for shipping costs incurred for transfer of evidence to COA and back to CFW.
- B. CFW will be responsible for the travel costs of any COA employees mandated to testify in Court as a result of COA's review of DNA Reports arising out of this Agreement.
- C. **CFW WILL, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD COA, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY, LOSS, OR DAMAGE THEY MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THEM ARISING OUT OF COA'S PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.**

NOTHING SET FORTH IN THIS AGREEMENT WILL CREATE A DUTY FOR CFW TO CREATE A SINKING FUND.

D. CFW will return the spirit of good will and partnership and cooperate in mutual interest in the pursuit of justice to the extent possible.

4. TERM

This Agreement will become effective on the date it has been signed by both parties (“Effective Date”) and will terminate after one (1) year, unless sooner terminated by written agreement of both parties in accordance with the provisions of this Agreement.

5. INDEPENDENT CONTRACTOR

COA’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 CFW. COA and its officers and employees will exercise independent judgment in performing duties and responsibilities under this Agreement, and COA is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Agreement or act of COA in the performance of this Agreement will be construed as making COA or its officers or employees the agents or employees of CFW, or making any of COA’s employees eligible for the fringe benefits, such as retirement, insurance and worker’s compensation, which CFW provides its own employees.

6. RESPONSIBILITY

COA will in no way nor under any circumstances be responsible for any property, excluding any evidence submitted by CFW for analysis, belonging to CFW, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged.

7. TERMINATION

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.

8. NOTICES

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party will be made by personal delivery, mail, or postage prepaid. Mailed notices will 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 will be deemed communicated upon receipt or three (3) days after the postmark date, whichever is sooner.

If intended for CFW, to:

Neil Noakes
Chief of Police
Fort Worth Police Department
505 W. Felix St.
Fort Worth, Texas 76115

If intended for COA, to:

Eddie Garcia
Assistant City Manager, Public Safety
City Manager's Office
301 W. 2nd, 3rd Floor
Austin, TX 78701

9. REVIEW AND AUDIT

CFW may, for three (3) years after the termination of this Agreement, access and examine any directly pertinent books, documents, papers, and records of the agreement involving transactions relating to this Agreement upon reasonable notice and permission from COA. COA will make good faith efforts to cooperate with any required audits.

12. ON-SITE VISIT

When required, CFW may conduct a yearly on-site visit to COA's laboratories in which CFW's forensic examinations are processed upon reasonable notice and permission from COA. COA will retain all documentation related to the yearly on-site visit, including, but not limited to, the date the on-site visit was performed, a summary of the visit, and a list of personnel conducting the visit.

13. TRANSFER OF INTEREST

Neither party hereto will assign, sublet or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease, or transfer of all or any part hereof without such prior written consent will be null and void.

14. DISCRIMINATION

Parties covenant that neither they nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement, will in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons on any unlawful basis, nor will each party permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

15. WAIVER OR RELINQUISHMENT

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right on any future occasion.

16. APPLICABLE LAWS

Each party certifies that it has the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

17. VENUE

The obligations of the parties to this Agreement will be performed in Tarrant County, Texas, and if legal action is necessary in connection therewith, exclusive venue will lie in Tarrant County, Texas.

18. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws and court decisions of the State of Texas.

19. LEGAL CONSTRUCTION

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

20. CAPTIONS

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

21. EXECUTION OF AGREEMENT

The applicable governing bodies of each party have approved the execution of this Agreement, if required, and the persons signing the Agreement have been duly authorized by the applicable governing bodies to sign this Agreement on behalf of the governing bodies.

22. ENTIRE AGREEMENT

This Agreement 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.

23. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, each party will observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each party will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

EXECUTED this the _____ day of _____ 2025.

[signature pages follow]

CITY OF AUSTIN

By: _____
Eddie Garcia
Assistant City Manager, Public Safety

CITY OF FORT WORTH

By: _____
William Johnson
Assistant City Manager

Date: _____

Recommended By:

By: _____
Neil Noakes
Chief of Police