

AN ORDINANCE **98150**

AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO APPROVE THE TERMS AND CONDITIONS OF AN AMENDMENT, EFFECTIVE SEPTEMBER 18, 2003 THROUGH SEPTEMBER 18, 2004, TO THE FORENSICS SCIENCE SERVICES AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND BEXAR COUNTY FOR CRIME LAB SERVICES THE COUNTY PROVIDES TO THE SAN ANTONIO POLICE DEPARTMENT, WHICH WILL ACCEPT THE REVISED FEE SCHEDULE FOR THE CURRENT TERM AND ALLOW FOR THE FUTURE REVISIONS OF THE FEE SCHEDULE WITHOUT CITY COUNCIL APPROVAL, PROVIDED THE REVISION RESULTS IN LESS THAN A FIVE PERCENT (5%) CHANGE IN THE TOTAL ANNUAL FEES OWED TO THE COUNTY IN THE FISCAL YEAR IN WHICH THE REVISED FEE SCHEDULE WOULD BECOME EFFECTIVE.

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WHEREAS, in May 1997, the City of San Antonio (the "City") and Bexar County (the "County") approved a five-year interlocal agreement for forensic science services (the "Agreement") which provided for the payment of annual fees based on a negotiated flat monthly amount for Crime Lab services the County provides to the San Antonio Police Department (the "SAPD"); and

WHEREAS, the fee amount increased from \$41,210 in May 1997 through September 1997 to \$51,726 in October 1997 through March 1998 and then to \$61,726 from April 1998 through September 1998; and

WHEREAS, in accordance with contract provisions that took effect October 1, 1998, the flat fee was converted to a fee-per-test methodology based on a negotiated fee schedule provided for the life of the contract; and

WHEREAS, the 1997 contract further required numerous quality enhancements to be made at the Crime Lab, including hiring more personnel, expanding office space, obtaining accreditation from the American Society of Crime Laboratory Directors as well as purchasing additional capital equipment, contributing to a budget increase of 30% from \$936,116 in fiscal year ("FY") 1997 to \$1,213,585 in FY 1999; and

WHEREAS, in March 1999, the County Commissioners Court submitted a proposal to the City Council Intergovernmental Relations (the "IGR") Committee seeking a change in the Agreement due to a shortfall in the Crime Lab's revenues and a projected budget deficit of \$218,000; and

WHEREAS, during that fiscal year, services provided to the SAPD represented approximately 66% of the lab's activity and 51% of its revenue, with the disparity due to a fee schedule that did not accurately reflect the cost of service in several forensic testing categories; and

WHEREAS, after several months of negotiations, the IGR Committee recommended on June 7, 2000 to approve the guaranteed amount of \$750,000 in FY 2000 and \$825,000 in FY 2001, as well as all other costs in excess of this guaranteed minimum, based upon the fee schedule that was currently in place, while the SAPD agreed to increase its payments to the County to more accurately reflect SAPD's usage of the Crime Lab services; and

WHEREAS, in 2001, the City and County discussed several options for determining the most accurate methodology for measuring the City's uses of the Crime Lab and while the City proposed a formula based on the percentage of time it took for tests to be performed (60%), the County proposed a usage basis of total tests performed (64%); and

WHEREAS, in compromise, the City and County agreed to a 62% use factor, which was applied to the FY 2002 Crime Lab budget of \$1.5 million in deriving the City's guaranteed amount of \$930,000; and

WHEREAS, the fee schedule has continued to be used as a mechanism for tracking the number of tests, so that if the guaranteed minimum amount is exceeded during any year the contract is in effect, the additional costs would be paid to the County in the following fiscal year; and

WHEREAS, the Agreement requires the County to provide the City with 120 days notice of its intent to change the fee schedule, which the County sent to the City, and the City received, on April 28, 2003; and

WHEREAS, the County's proposed amendment to the Agreement, attached hereto and incorporated herein as Attachment A, includes the revised fee schedule and would allow the City Manager to approve revisions to future fee schedules, without City Council approval, provided the revisions result in less than a five percent change in the total annual fees which would be owed to the County for the fiscal year in which the revised fee schedule would become effective; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

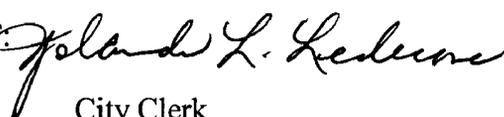
SECTION 1. The City Council hereby authorizes and approves the amendment to the Forensic Science Services Agreement revising the fee schedule as proposed in Attachment A, to be effective on September 18, 2003 upon the passage of eight affirmative votes.

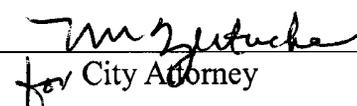
SECTION 2. The City Council also hereby authorizes the City Manager to approve future revisions to the fee schedule, without City Council approval, provided the revision results in less than a five percent change in the total annual fees which would be owed to the County in the fiscal year in which the revised fee schedule would become effective.

SECTION 3. Funding will not be expended by this ordinance. The approval of the amendment specified in this ordinance is expressly contingent upon appropriation of funds in accordance with the 2003/2004 budget to be approved by City Council.

PASSED AND APPROVED this 11th day of September, 2003.


M A Y O R
EDWARD D. GARZA

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney