

THE STATE OF TEXAS

COUNTY OF TRAVIS

### INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by the between the Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act", Chapter 791 of the Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Williamson County

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Crime Laboratory Service of the Texas Department of Public Safety (DPS) shall provide controlled substances, marijuana and blood alcohol analysis of evidence submitted by law enforcement agencies within Williamson County. DPS shall in its discretion assign the services of two (2) full time equivalents (FTEs) to perform analysis in association with this Contract. The FTEs shall be employees of DPS. DPS shall attempt to provide a thirty (30) calendar day or less turn-around time, from the date of submission to the DPS Laboratory, for controlled substance cases and ten (10) calendar days or less turn-around time for blood alcohol cases. The assigned DPS FTEs shall work on Williamson County cases awaiting analysis before examining evidence from other agencies, as long as this Contract is in place. DPS shall in its discretion assign the FTEs other work if there are no services required under this Contract.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See the attached schedule incorporated in Exhibit A, which reflects DPS' costs associated with this Contract.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed \$112,565.52.

V. PAYMENT FOR SERVICES

The Receiving Agency shall remit to the Performing Agency via interagency transaction voucher all DPS costs for performing the services as identified in Exhibit A for each FTE assigned to this Contract.

The Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based on vouchers drawn by the Receiving Agency payable to Performing Agency.

The Performing Agency shall submit monthly invoices to the Receiving Agency. The Receiving Agency shall remit payment to the Performing Agency no later than thirty (30) calendar days after the Receiving Agency's receipt of the invoice.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. TERMS OF CONTRACT:

This Contract is to begin October 01, 2014, and shall terminate September 30, 2015 and may be renewed on an annual basis upon written agreement of the Parties.

VII. GENERAL TERMS AND CONDITIONS:

- A. Termination: The Performing Agency may cancel this Contract for any reason upon thirty (30) calendar days written notice to the Receiving Agency. In no event shall termination under this section by the Performing Agency give rise to any liability whatsoever on the part of the Performing Agency.
- B. Dispute Resolution: The Parties shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract.
- C. Funding Out: The Performing Agency is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If the Performing Agency and/or the subject matter of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render the performance to be provided under this Contract impossible, unnecessary, void, or substantially amended, the Performing Agency may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of the Performing Agency, the State of Texas, and the United States. Termination under this section is immediate.
- D. No Joint Enterprise: The provisions of this Contract are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
- E. Non-Incorporation: Subject to the extent authorized by Texas law applicable to governmental entities, including but not limited to the Texas Constitution, the Texas Government Code, and the Texas Local Government Code, this Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this

Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.

- F. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.
- G. Force Majeure: Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
- H. Governing Law and Venue: This Contract shall be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.
- I. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Contract shall remain valid and in full force and effect.
- J. Notice: Any notice required or permitted under this Contract shall be in writing and shall be directed to the Parties as designated below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to the Performing Agency:

Texas Department of Public Safety  
Law Enforcement Support, Crime Laboratory Service  
Attn: Brady Mills  
5800 Guadalupe  
Austin, Texas 78752  
Telephone: (512) 424-7151  
Email: Brady.Mills@dps.texas.gov

If to the Receiving Agency:

Williamson County Sheriff's Office  
Attn: Kurt Showalter  
508 S. Rock

Georgetown, Texas 78626  
(512) 943-1359  
[kshowalter@wilco.org](mailto:kshowalter@wilco.org)

With a copy to:

General Counsel,  
Office Of Williamson County Judge,  
710 Main Street, Suite 200,  
Georgetown, Texas 78626

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party; (2) this Contract is authorized by the governing body of the Parties; and (3) each has the authority to enter into this Contract.

The RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Tex. Gov't Code §§ 791.001 & 791.025(b)-(c).

The PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Section 411.009 of the Government Code.

RECEIVING AGENCY:

Williamson County

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY:

Department of Public Safety

By:   
Robert J. Bodisch

Deputy Director Homeland Security and Services  
Title

Date: 9-26-14



**EXHIBIT A**

**ESTIMATED SALARY AND BENEFITS  
FOR TWO (2) POSITIONS**

Forensic Scientist I through IV  
Benefits @ 29% of salary

**TOTAL SALARY AND BENEFITS**

**ESTIMATED TRAVEL**

MISCELLANEOUS OPERATING AND  
EQUIPMENT EXPENSE

| year 1<br>FS1 | year 2<br>FS2 | year 3<br>FS2 | Year 4<br>FS2 | Year 5<br>FS3 | Year 6<br>FS3 | Year 7<br>FS3 | Year 8<br>FS3 | Year 9<br>FS4 | Year 10      |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|
| \$83,000.40   | \$88,644.42   | \$94,672.24   | \$106,032.91  | \$113,243.14  | \$113,243.14  | \$113,243.14  | \$113,243.14  | \$120,943.67  | \$120,943.67 |
| \$24,070.12   | \$25,706.88   | \$27,454.95   | \$30,749.54   | \$32,840.51   | \$32,840.51   | \$32,840.51   | \$32,840.51   | \$35,073.66   | \$35,073.66  |
| \$107,070.52  | \$114,351.30  | \$122,127.19  | \$136,782.45  | \$146,083.65  | \$146,083.65  | \$146,083.65  | \$146,083.65  | \$156,017.33  | \$156,017.33 |
| \$500.00      | \$500.00      | \$500.00      | \$500.00      | \$500.00      | \$500.00      | \$500.00      | \$500.00      | \$500.00      | \$500.00     |
| \$4,995.00    | \$15,000.00   | \$15,000.00   | \$15,000.00   | \$15,000.00   | \$15,000.00   | \$15,000.00   | \$15,000.00   | \$15,000.00   | \$15,000.00  |
| \$112,565.52  | \$129,851.30  | \$137,627.19  | \$152,282.45  | \$161,583.65  | \$161,583.65  | \$161,583.65  | \$161,583.65  | \$171,517.33  | \$171,517.33 |