

INTERLOCAL COOPERATION CONTRACT
Between
Williamson County, Texas (Williamson County)
and
Department of Public Safety (DPS)

I. AUTHORITY

Williamson County and DPS enter into this contract under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

Williamson County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

II. STATEMENT OF SERVICES TO BE PERFORMED

The DPS Crime Laboratory Service will analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. At its discretion, DPS will assign the services of three full time equivalents (FTEs) to perform analysis in performance of this Contract. The FTEs will be DPS employees. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for controlled substance cases and ten calendar-day or less turn-around time for blood alcohol cases. The assigned DPS FTEs will work on Williamson County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place. At its discretion, DPS will assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by Williamson County will not exceed 160 cases per month (controlled substance) and 200 cases per month (blood alcohol) under this agreement.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The basis is in the schedule incorporated in Exhibit A and reflects the costs associated with this Contract.

IV. CONTRACT AMOUNT

The total amount of this Contract will not exceed \$258,910.26.

V. PAYMENT FOR SERVICES

Williamson County will remit to DPS via check all DPS costs for performing the services as identified in Exhibit A for each FTE assigned to this Contract.

Williamson County will pay for services received from appropriation items or accounts of the Williamson County from which like expenditures would normally be paid, based on vouchers drawn by Williamson County payable to DPS.

DPS will submit monthly invoices to Williamson County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. Williamson County will remit payment to DPS no later than 30 calendar days after Williamson County's receipt of the invoice.

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

VI. TERM OF CONTRACT

This Contract's effective date is October 1, 2018, and will terminate on September 30, 2019 and may be renewed on an annual basis upon written agreement of the Parties.

VII. GENERAL TERMS AND CONDITIONS

- A. Termination for Convenience. Either Party may cancel this Contract for any reason upon 120 calendar days' written notice to the other Party. In the event of such termination, only the amounts due to DPS for services provided up to and including the date of termination will be due and payable. In no event will termination under this section by either Party give rise to any liability whatsoever on the part of the terminating Party.
- B. Termination for Cause. If either Party materially breaches this Contract, the non-breaching Party will deliver written notice of such material breach to the breaching Party. Such notice will specify the nature of the material breach and inform the breaching Party that unless the breach is cured within ten business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching Party begins a good faith attempt to cure the material breach within ten business days, then and in that instance, the ten business-day period may be extended by the non-breaching Party, so long as the breaching Party continues to pursue a cure diligently to completion and continues to make a good faith attempt to cure the material breach. If, in the opinion of the non-breaching Party, the breaching Party does not cure the breach within ten business days or otherwise fails to make any diligent attempt to correct the material breach, the breaching Party will be deemed to be in breach and the non-breaching Party may, in addition to seeking the remedies available under this Contract and the law, terminate this Contract.
- C. Funding Out. DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS 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 Contract performance impossible, unnecessary, void, or substantially amended, DPS may immediately terminate this Contract without penalty or liability.

Williamson County is a political subdivision of the State of Texas whose authority and appropriations are subject to the actions of the Williamson County Commissioners Court. If Williamson County or the subject matter of this Contract become subject to a lack of appropriated funds which would render the Contract performance impossible, unnecessary, void, or substantially amended, Williamson County may immediately terminate this Contract without penalty to or any liability.

- D. No Joint Enterprise. The provisions of this Contract are not intended to create, nor will 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. Amendments. Any amendment to this Contract is only valid if in writing and signed by both Parties.
- F. Notice. Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will 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 DPS:

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 Williamson County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
(512) 943-1359

With a copy to:

Williamson County Attorney's Office

Attn: Rudy Gonzalez, Chief Investigator
405 MLK, Suite 229
Georgetown, Texas 78626
(512) 943-1171
rgonzalez@wilco.org

Either of the Parties may change its address or designated individual to receive notices by giving the other Party written notice as provided in this Section, specifying the new address or individual and the date upon which it will become effective.

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Williamson County, Texas

Department of Public Safety

By: _____
Dan A. Gattis

By: _____
Skylor Hearn

Title: Williamson County Judge

Title: Deputy Director, Administration and Services

Date: _____

Date: _____

Exhibit A

ANNUAL SALARY AND BENEFITS FOR THREE POSITIONS					
					(10/1/18 - 09/30/19)
Forensic Scientist II salary (1 FTE)					\$46,338.60
Forensic Scientist IV salaries (2 FTE)					\$139,391.16
Benefits @ 29% of salary					\$53,861.63
TOTAL SALARY AND BENEFITS					\$239,591.39
Estimated travel costs					\$500.00
Operating and equipment expense					\$15,000.00
Administrative costs (1.5%)					\$3,818.87
Total					\$258,910.26