

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES and AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

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. BACKGROUND and PURPOSE

County has a need for assistance in testing of seized drug and alcohol analysis of evidence and requests that DPS provide seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

DPS has the ability to assist in this regard and agrees to provide this seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

- A. The DPS Crime Laboratory Service will analyze seized drugs and blood alcohol evidence submitted by law enforcement agencies within County.
- B. 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.
- C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drugs cases and ten calendar-day or less turn-around time for blood alcohol cases.
- D. The assigned DPS FTEs will work on County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place.
- E. 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 County will not exceed 160 cases per month (seized drugs) and 240 cases per month (blood alcohol) under this agreement.

County understands or will perform the following.

- A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions with regard to management or work of DPS personnel.
- B. County will ensure that a valid subpoena is issued to any DPS Laboratory analyst needed for court testimony with at least two weeks' prior notice when available.
- C. County will not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract.
- D. Cases submitted to DPS from County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

IV. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The one-year contract term amount will be \$308,075.54. This amount is intended to cover the actual cost of having three DPS Forensic Scientists available to County during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified.

V. PAYMENT FOR SERVICES

DPS will submit monthly invoices to 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. County will remit payment to DPS no later than 30 calendar days after County's receipt of the invoice.

VI. TERM OF CONTRACT and AMENDMENTS

This Contract is effective October 1, 2019. The Contract will terminate on September 30, 2020, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. Additionally, this Contract has three optional one-year renewal periods available. The parties may amend this Contract by mutual written agreement.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Assistant Chief, Crime Laboratory Service, 5800 Guadalupe, Austin TX 78752;
Email: brady.mills@dps.texas.gov; Phone (512) 424-7151

If to County: Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626; Phone (512) 943-1359

With a copy to: Williamson County Attorney's Office, Attn: Rudy Gonzalez, Chief Investigator, 405 MLK, Suite 229, Georgetown, Texas 78626; email: rgonzalez@wilco.org; Phone (512) 943-1171

VIII. CERTIFICATIONS

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

Department of Public Safety

**Bill Gravell Jr.
County Judge**

**Steven C. McCraw
Director**

Date

Date

Exhibit A					
SALARY AND BENEFITS FOR THREE POSITIONS					
					10/1/19 to 9/30/20
Forensic Scientist II salary(1 FTE-1yr)					\$55,606.44
Forensic Scientist IV salaries (2 FTE-12 yr level)					\$166,908.96
Benefits @ 29% of salary					\$64,529.47
TOTAL SALARY AND BENEFITS					\$287,044.87
Training costs					\$1,500.00
Operating and equipment expense					\$15,000.00
Administrative costs (1.5%)					\$4,530.67
Contract Total (1 year)					\$308,075.54