

# 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).

DPS certifies that it has authority contract by the authority granted in Texas Government Code Chapter 411.

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

## 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

DPS will perform the following services.

- A. The DPS Crime Laboratory Division 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 with two exhibits or less 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 140 cases per month or 364 exhibits (seized drugs), whichever is reach first, and 200 cases per month (blood alcohol) under this agreement.

- F. Case submissions with additional requests for testing outside the scope of the contract (for example friction ridge development on seized drugs cases and drug toxicology on alcohol cases), will delay the completion of the case. Cases will be expedited but the total analysis time will exceed 30 days.
- G. Case submissions in addition to the above-mentioned limits will be processed in the same manner as case submissions from other agencies, not having an Interlocal Cooperation Contract with DPS. For purposes of this Contract, "per month" means the calendar month including the month when this Contract is executed.

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 total amount of this contract will not exceed \$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. TERM OF CONTRACT AND AMENDMENTS**

This Contract is effective October 1, 2021. The Contract will terminate on September 30, 2022, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This contract may only be amended or extended by mutual written agreement of the parties.

#### **VI. 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, Chief, Crime Laboratory Division, 5800 Guadalupe, Austin TX 78752; Email: [brady.mills@dps.texas.gov](mailto: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](mailto:rgonzalez@wilco.org); Phone (512) 943-1171

**VII. 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.

<b>Williamson County</b> <b>Authorized Representative</b> <i>Bill Gravell Jr.</i> <i>County Judge</i>
<b>Signature of Authorized Representative</b> <b>Date:</b>

<b>Department of Public Safety of the State of Texas</b> <b>Authorized Representative</b> <i>Steven C. McCraw</i> <i>Director</i>
<b>Signature of Authorized Representative</b> <b>Date:</b>

<b>EXHIBIT A</b>	
<b>SALARY AND BENEFITS FOR THREE (3) POSITIONS</b>	
	10/1/2021 to 9/30/2022
Forensic Scientist II (1 yr) salary (1 FTE)	\$ 550,606.44
Forensic Scientist IV (12 yr) salary (2 FTE)	\$ 166,908.96
Benefits @ 29% of salary	\$ 64,529.47
<b>TOTAL SALARY AND BENEFITS</b>	<b>\$ 287,044.87</b>
Estimated travel costs	\$ 1,500.00
Operating and equipment expense	\$ 15,000.00
Administrative costs (1.5%)	\$ 4,530.67
<b>Contract Total (1 year)</b>	<b>\$ 308,075.54</b>