

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

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

County certifies that it has the authority to contract for the services by authority granted in Local Government Code Chapter 262(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 Analysis and Toxicology (Alcohol/Volatiles) Analysis of evidence and requests that DPS provide Seized Drug and Toxicology (Alcohol/Volatiles) analysis of evidence submitted by County.

DPS has the ability to assist in this regard and agrees to provide Seized Drug and Toxicology (Alcohol/Volatiles) analysis of evidence submitted by County.

III. STATEMENT OF SERVICES

DPS will perform or understands the following.

- A. The DPS Crime Laboratory will analyze evidence submitted by County requesting Seized Drug or Toxicology (Alcohol/Volatiles) analysis.
- B. DPS will assign three full time equivalent (FTE) services to perform analysis under this Contract, at its discretion. Each FTE will be a DPS employee.
- C. During the Contract period, DPS will attempt to complete cases submitted with two items or less within 30 calendar days or faster. Additional requests, such as more than two items, or friction ridge development, will typically result in a longer turn-around time.
- D. At its discretion, DPS may assign the FTEs other work after the monthly contract amounts are tested under this Contract. Seized Drug case submissions will not exceed 140 cases per month or 364 items tested, whichever is reached first under this Contract. Toxicology (Alcohol/Volatiles) case submissions will not exceed 200 cases. The assigned DPS FTEs will work on cases submitted through this Contract up until the monthly contract amounts are tested before examining evidence from other agencies as long as this Contract is in place. Once Contract totals are reached, cases and/or items will be processed in the same manner as case submissions from other sources not having an Interlocal Cooperation Contract with DPS.

County will perform or understands 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 regarding management or work of DPS personnel.
- B. County will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.
 - a. For seized drugs analysis contracts – misdemeanor evidence analysis is permitted at discretion of County but the testing will count toward the 140 cases and 364 items tested per month. No additional testing (such as friction ridge analysis) will be included on misdemeanor cases submitted.
 - b. For seized drugs analysis contracts - if all items submitted require testing, this must be communicated on the submission form accompanying the evidence submission.
- C. 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.
- D. County is not responsible for paying any testimony fees for judicial proceedings in connection with services provided by this Contract. If testimony is required by former or retired DPS employees, DPS is not responsible for the associated travel costs; the County may be responsible for per diem including travel expenses. Reimbursement for expenses will be in accordance with the Williamson County Vendor Reimbursement Policy.
- E. Cases submitted to DPS through this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis while this Contract is in effect.
- F. County understands that DPS cannot compel testimony of former or retired employees who provided work under the contract. However, it understands that if testimony is needed for a case previously worked by a former or retired employee, it will work with the appropriate entity to:
 - a. Evaluate whether a peer review affidavit by a current employee can serve in place of testimony
 - b. Encourage the use of video testimony as authorized by statute
 - c. Submit the evidence for re-analysis only using the current Expedite Analysis/Re-analysis Request form after all other options have been exhausted. Cases requiring re-analysis will not count toward the monthly number of cases submitted or items tested. Additionally, the evidence may be worked by any qualified DPS employee, not necessary the individual hired under this contract.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed \$1,434,228.23. This amount is intended to cover the actual cost of DPS's skilled labor to fulfill this Contract 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. To accomplish the stated goals of the agreement, DPS may

invoice for more than the annual amount stated in Exhibit A for any given year. The cumulative total of those invoices will not exceed the total of the contract as stated in Section IV.

V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on October 1, 2022 and will terminate on September 30, 2026, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended 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.
Phone 512-424-7151.

If to County:

Williamson County Judge,
710 Main Street, Suite 101,
Georgetown, TX 78626.
Phone 512-943-1359

Send copy to:

Williamson County Attorney's Office,
Rudy Gonzalez, Chief Investigator,
405 MLK, Suite 229,
Georgetown, TX 78626.
Email: rgonzalez@wilco.org.
Phone 512-943-1171

VII. ADDITIONAL TERMS

- A. This Contract shall not be construed to create debt against the County or the State of Texas.
- B. This Contract is subject to the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with public funds expended under this contract.

- C. The Parties agree that DPS is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between DPS and the County. Nothing ins this Contract shall create a joint venture between DPS and County.
- D. The Parties agree that this Contract does not waive any sovereign immunity to which any Party is entitled by law.
- E. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- F. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- G. This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- H. County agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The County agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

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 Authorized Representative <i>Bill Gravel Jr.</i> <i>County Judge</i>	Department of Public Safety of the State of Texas Authorized Representative <i>Jeoff Williams</i> <i>Deputy Director, Law Enforcement Services</i>
Signature of Authorized Representative Date:	Signature of Authorized Representative Date:

Exhibit A						
				Year 1	Year 2	Year 3
						Year 4
SALARY AND BENEFITS						
(1) Forensic Scientist VI salary				\$7,932.51	\$7,932.51	\$7,932.51
(2) Forensic Scientist III salary				\$5,919.76	\$5,919.76	\$5,919.76
Base Salaries				\$237,264.36	\$237,264.36	\$237,264.36
Benefits @ 32% of salary				\$75,924.60	\$75,924.60	\$75,924.60
TOTAL SALARY AND BENEFITS				\$313,188.96	\$313,188.96	\$313,188.96
Annual training costs				\$1,500.00	\$1,500.00	\$1,500.00
Licensing Fee				\$204.75	\$409.50	\$204.75
Operating and equipment expense				\$34,859.76	\$34,859.76	\$34,859.76
Administrative costs (2.5%)				\$8,701.22	\$8,701.22	\$8,701.22
Annual Total				358,454.68	358,659.43	358,454.68
Contract Total						\$1,434,228.23