

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT (“Contract”) 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, marihuana 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) as Forensic Scientists 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 within the parameters of DPS Crime Laboratory policies and procedures.

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 will not exceed \$133,292.43.

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 Performing Agency shall also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs and administrative costs for each year that this Contract is in effect. 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 will 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 on October 1, 2015, supersedes any previous contracts regarding this matter, and will terminate on September 30, 2016 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 thirty (30) calendar days written notice to the other Party. In the event of such termination, only the amounts due to the Performing Agency 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 commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching Party shall deliver written notice of such Event of Breach to the breaching Party. Such notice will specify the nature of the Event of Breach and inform the breaching Party that unless the Event of Breach is cured within ten (10) 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 Event of Breach within ten (10) business days, then and in that instance, the ten (10) 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 Event of Breach. If, in the opinion of the non-breaching Party, the breaching Party does not cure the breach within ten (10) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching Party shall be deemed to be in breach and the non-breaching Party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.
- C. 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.

D. 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.

The Receiving Agency 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 the Receiving Agency and/or the subject matter of this Contract become subject to a lack of appropriated funds which would render the performance to be provided under this Contract impossible, unnecessary, void, or substantially amended, the Receiving Agency may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of the Receiving Agency and such termination will be immediate.

E. 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.

F. 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.

G. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract will be valid unless made in writing and signed by both Parties to this Contract.

H. 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.

I. Governing Law and Venue: This Contract will 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 will be Travis County, Texas.

- J. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this Contract will remain valid and in full force and effect.
- K. 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 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

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 will become effective.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) each Party paying for the performance of governmental functions or services shall 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 Section 791.001 and 791.025(b)-(c) of the Government Code.

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: [Signature]
Authorized Signature

Title: County Judge

Date: 07-24-2015

PERFORMING AGENCY:

Texas Department of Public Safety

By: [Signature]
Steven C. McCraw

Title: Director

Date: 7/9/15



EXHIBIT A

ESTIMATED SALARY AND BENEFITS FOR TWO (2) POSITIONS

	year 1 (10/1/15 - 09/30/16) FS II
Forensic Scientist II salaries	\$92,677.20
Benefits @ 29% of salary	\$26,876.39
TOTAL SALARY AND BENEFITS	\$119,553.59
Estimated travel costs	\$500.00
Operating and equipment expense	\$10,000.00
Administrative costs (2.5%)	\$3,238.84
Total	\$133,292.43