

INTERLOCAL COOPERATION CONTRACT

Between

El Paso County, Texas (El Paso County)

and

Department of Public Safety (DPS)

I. AUTHORITY

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

El Paso County certifies that it has the authority to contract for the services by authority granted in Texas Local Government Code Chapter 262 (County Purchasing Act).

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

- A. The DPS Crime Laboratory Service will analyze blood alcohol evidence submitted by law enforcement agencies within El Paso County. At its discretion, DPS will assign the services of one full time equivalent (FTE) to perform analysis in performance of this Contract. The FTE will be a DPS employee. DPS will attempt to provide a thirty calendar-day or less turn-around time for blood alcohol cases, from the date of submission to the DPS Laboratory, once the current backlog of cases awaiting analysis has been cleared. The assigned DPS FTE will work on El Paso 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 FTE other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by El Paso County will not exceed 240 cases per month (blood alcohol) under this agreement.
- B. El Paso 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. El Paso 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 under the provisions of this Contract.
- D. Cases submitted to DPS from El Paso County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

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 \$159,671.77 as identified in Exhibit A.

V. PAYMENT FOR SERVICES

El Paso County will remit to DPS via check or direct deposit all DPS costs for performing the services as identified in Exhibit A for the FTE assigned to this Contract.

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

DPS will submit monthly invoices to El Paso County. DPS will also submit an invoice upon the effective date of this Contract for the administrative costs for each year that this Contract is in effect. El Paso County will remit payment to DPS no later than 30 calendar days after El Paso 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 begins on the day of the last party to sign this Contract, and will terminate two years from that date.

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.

El Paso County is a political subdivision of the State of Texas whose authority and appropriations are subject to the actions of the El Paso County Commissioners Court. If El Paso 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, El Paso 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 El Paso County:

County of El Paso, Texas
500 E. San Antonio Avenue, Room 301
El Paso, Texas 79901

(915) 546-2098
Email: RVogt@epcounty.com

With a copy to:

34th Judicial District Attorney
500 E. San Antonio Avenue, 2nd Floor
Attention: Jennifer Vandebosch
El Paso, Texas 79901
Telephone: (915) 546-2059
Email: JVandebosch@epcounty.com

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.

El Paso County, Texas

Department of Public Safety

By: _____
Ruben John Vogt

By: _____
Skylor Hearn

El Paso County Judge
Title

Deputy Director, Administration and Services
Title

Date: _____

Date: _____

Exhibit A

ANNUAL SALARY AND BENEFITS FOR ONE POSITION FOR TWO YEARS					
				Year 1	Year 2
Forensic Scientist I salary (1 FTE)				\$46,338.60	\$51,899.16
Benefits @ 29% of salary				\$13,438.19	\$15,050.76
TOTAL SALARY AND BENEFITS				\$59,776.79	\$66,949.92
Estimated travel costs				\$500.00	\$500.00
Operating and equipment expense				\$16,006.56	\$13,593.60
Administrative costs (2.5%)				\$1,136.75	\$1,208.15
Total					\$159,671.77