

INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT is entered into between the governmental entities in Section I (Contracting Parties) under the authority of the Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

I. CONTRACTING PARTIES

Receiving Entity: City of Austin, Human Resources Department

Performing Agency: Department of Public Safety (DPS)

II. STATEMENT OF SERVICES

DPS will provide criminal history record information (CHRI) in accordance with the Receiving Entity's authorizing statute.

III. USE OF CRIMINAL HISTORY RECORD INFORMATION

- a. Receiving Entity will comply with all current and future state and federal laws, regulations, and policies related to information received under this Contract.
- b. Receiving Entity certifies that it has read and understood Texas Government Code § 411.085 regarding the penalty for unauthorized obtaining, use, or disclosure of criminal history information. A copy of this statute may be found here: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.411.htm#411.085>.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

Costs associated with this Contract are based upon the type of service rendered as noted in this Section.

- a. Fingerprint-based submission is \$15.00 per Texas search.
- b. Name-based inquiry is \$1.00 per Texas search.
- c. Federal Bureau of Investigation (FBI) fingerprint-based submission is \$13.25 per national search.
- d. DPS may elect to assess a fee of \$1.00 per review of a CHRI record subscribed to through the Clearinghouse (costs are subject to change as appropriate based upon costs assessed by FBI for this service).

- e. Non-criminal justice electronic fingerprint capture service (contracted service) is \$10.00.
- f. At the request of the Receiving Entity, DPS may resubmit fingerprint cards for a fee of \$28.25. The appropriate statutory authority must exist and be followed.

All fees are subject to adjustment resulting from mandated legislation or regulation. Monthly invoices will reflect actual fees assessed.

V. CONTRACT AMOUNT

The total amount of services provided is based upon demand, but the total amount of this Contract will not exceed \$144,000 per biennium.

VI. PAYMENT FOR SERVICES

The Receiving Entity will pay for services received from appropriation items or accounts of the Receiving Entity from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Entity payable to the Performing Entity.

DPS will invoice payments for services performed monthly.

Payments received by the Performing Entity will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VII. TERM OF CONTRACT

The Contract is effective on September 1, 2023, or upon execution, whichever occurs later, and will terminate on August 31, 2025.

THE UNDERSIGNED CONTRACTING 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.

RECEIVING ENTITY further certifies that it has the authority to conduct CHRI searches granted by Texas Government Code § Enter Receiving Entity Tex. Gov't Code 411 and any other relevant authority, including current appropriations.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by the authority granted in Texas Government Code § 411.083 (Dissemination of Criminal History Record

Information).

The undersigned signatories have full authority to enter into this Contract on behalf of the respective parties.

RECEIVING ENTITY

City of Austin



Rebecca Kennedy

Acting Human Resources Director

02/09/2023

Date

PERFORMING AGENCY

Department of Public Safety

Steven C. McCraw (or designee)

Director

Date