

**CITY OF AUSTIN
SCOPE OF WORK
INTERLOCAL AGREEMENT
CRIMINAL BACKGROUND INVESTIGATIONS**

1. PURPOSE

The approval of this interlocal agreement with the Texas Department of Public Safety (TxDPS) will allow the City of Austin (City) to establish a contract to obtain criminal history report information (CHRI).

Criminal Background Investigations (CBI) are conducted when required by City policy, state and federal law. CBIs may also be conducted for employees, top candidates, contractors, and volunteers who are in positions that directly work with or are in frequent contact with vulnerable populations and for positions that have financial responsibilities. The City is also required to verify criminal history for certain individuals on a routine basis.

This interlocal will allow the City to use TxDPS for their cost effective and reliable services. Counties within the state of Texas are required to report criminal background case information to TxDPS on a timely basis. TxDPS and the Federal Bureau of Investigation (FBI) work in partnership to provide access to national criminal history records. The City is legislatively authorized by Texas Government Code 411.129 to use both TxDPS and FBI criminal history records for employment, contracting and volunteer assignment purposes.

2. CONTRACTOR'S QUALIFICATIONS

The Contractor shall:

- 2.1. Contractor certifies that it has authority to perform the service contracted for by the authority granted in Texas Government Code 411.083 Dissemination of Criminal History Record Information.

3. CONTRACTORS RESPONSIBILITIES

The Contractor shall:

- 3.1. Provide CHRI in accordance with the City's authorizing statute.
- 3.2. Provide the following Information:
 - 3.2.1. Name-based data for Texas search.
 - 3.2.2. Fingerprint-based data for Texas search.
 - 3.2.3. FBI fingerprint-based data for national search.
 - 3.2.4. Non-criminal justice electronic fingerprint capture service.
 - 3.2.5. Subscription Services on fingerprint-based searches.
- 3.3. Provide monthly invoice reflecting actual fees accessed.

- 3.4. Provide a single point of contact (SPOC), who will serve as the main point of contact for this contract.
- 3.5. Provide an office number, email address, and website for the SPOC.
- 3.6. Provide an email, phone number, or web address where items can be ordered.
- 3.7. Immediately notify the Contract Manager or designee of potential changes in reporting, requirements, fees, and delays.

4. DELIVERY REQUIREMENTS

- 4.1. Delivery of electronic CHRI between 7:30 a.m. and 5:00 p.m., Monday – Friday.
- 4.2. Provide name-based result for Texas search by current standard, instantly, or within 24 hours. Results will be available for seven days from date results are received.
- 4.3. Provide fingerprint-based results for Texas search within 24-48 hours. Results will be available for 30 days from date results are received.
- 4.4. Provide fingerprint-based results for national search within 24-48 hours. Results will be available for 30 days from date results are received.
- 4.5. Provide a detailed and itemized invoice of requests.

5. CITY'S RESPONSIBILITIES

The City will:

- 5.1. Provide a Contract Manager or designee, who will serve as the main point of contact for this contract.
- 5.2. Abide by the Texas Government Code 411.085 Unauthorized Obtaining, Use, or Disclosure of Criminal History Record Information; Penalty.
- 5.3. Abide by the CJIS Security Policy.
- 5.4. Maintain records defined by the TxDPS and the City's records retention schedule.

6. BASIS FOR CALCULATING REIMBURSABLE COSTS

Costs associated with this contract are based upon the type of service rendered at current rates, and as noted in this section.

- 6.1 Name-based inquiry is \$1.00 per Texas search.
- 6.2 Fingerprint-based submission is \$15.00 per Texas search.
- 6.3 Federal Bureau of Investigations (FBI) fingerprint-based submission is \$13.25 per national search.
- 6.4 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 the FBI for this service.
- 6.5 Non-criminal justice electronic fingerprint capture service (contract service) is \$10.00.

- 6.6 At the request of the Receiving Agency, the 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.

7. PAYMENT FOR SERVICES

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

Payments for service performed shall be invoiced by the TxDPS fingerprint partner on a monthly basis.

Payments received by the TxDPS shall be credited to its current appropriation of items or account from which the expenditures of that character were originally made.

8. CONTRACT AMOUNT

The total amount of services provided is based upon demand, but the total amount of this Agreement shall not exceed \$144,000 for a 24-month term.

9. TERM OF CONTRACT

This agreement is effective on September 1, 2023, or the date signed by authorized agency representative if signed after September 1, 2023 and shall terminate after 24 months.