

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT ("Agreement") is entered into by and between the state agencies shown as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Texas Government Code, Section 771.001 et seq.

I. CONTRACTING PARTIES

The Receiving Agency: Texas Racing Commission

The Performing Agency: Texas Department of Public Safety ("TXDPS")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency shall provide criminal history record information (CHRI) on applicants and/or prospective employees for use in determining eligibility for licensing or employment in accordance with the Receiving Agency's authorizing statute.

III. USE OF CRIMINAL HISTORY RECORD INFORMATION

The Receiving Agency shall comply with all current and future state and federal laws, regulations, and policies related to information received under this Agreement.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

Costs associated with this Agreement are based upon type of service rendered:

- Fingerprint based submission is \$15.00 per Texas search,
- Name based inquiry is \$1.00 per Texas search,
- Federal Bureau of Investigation (FBI) fingerprint based submission is \$14.75 per national search,
- Performing Agency 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),
- Non-criminal justice electronic fingerprint capture service (contracted service) is \$10.00.
- If participating in FBI Rap Back, a one-time cost of \$13.00 per subscription.

All fees are subject to adjustment resulting from mandated legislation or rule making and 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 Agreement shall not exceed \$ 333,848 per biennium.

VI. PAYMENT FOR SERVICES

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 upon vouchers drawn by the Receiving Agency payable to the Performing Agency.

Payments for service performed shall be invoiced by the Performing Agency: Monthly.

Payments received by the Performing Agency shall 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

This Agreement is effective September 1, 2015, or the date signed by authorized agency representative if signed after September 1, 2015, and shall terminate August 31, 2017. (term of Agreement may not transcend the biennium)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to conduct CHRI searches granted by TX Gov't Code 411.096, Racing Act 5.04 ___ including current appropriations.

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

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by both agencies and that such approval must be obtained prior to the beginning date of this Agreement.

RECEIVING AGENCY

Texas Racing Commission
Agency Name


Authorized Signature

Chuck Trout
Printed or Typed Name

Title: Executive Director

Date: 08/21/15

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY


Authorized Signature

Robert J. Bodisch Sr.
Printed or Typed Name

Title: Deputy Director, Homeland Security and Services

Date: 8-25-15



ATTACHMENT A

**TEXAS DEPARTMENT OF PUBLIC SAFETY
Penalty for Unauthorized Obtaining, Use or Disclosure of
Criminal History Information**

**Penalty for Unauthorized Obtaining, Use or Disclosure
of Criminal History Information**

Sec. 411.085. UNAUTHORIZED OBTAINING, USE, OR DISCLOSURE OF CRIMINAL HISTORY RECORD INFORMATION; PENALTY. (a) A person commits an offense if the person knowingly or intentionally:

(1) obtains criminal history record information in an unauthorized manner, uses the information for an unauthorized purpose, or discloses the information to a person who is not entitled to the information;

(2) provides a person with a copy of the person's criminal history record information obtained from the department; or

(3) violates a rule of the department adopted under this subchapter.

(b) An offense under Subsection (a) is a Class B misdemeanor, except as provided by Subsection (c).

(c) An offense under Subsection (a) is a felony of the second degree if the person:

(1) obtains, uses, or discloses criminal history record information for remuneration or for the promise of remuneration; or

(2) employs another person to obtain, use, or disclose criminal history record information for remuneration or for the promise of remuneration.

(d) The department shall provide a copy of this section to:

(1) each person who applies for access to criminal history record information maintained by the department; and

(2) each private entity that purchases criminal history record information from the department.