TEMPORARY EMPLOYMENT AGREEMENT FOR CRIMINAL INVESTIGATOR

THIS TEMPORARY EMPLOYMENT AGREEMENT FOR CRIMINAL INVESTIGATOR (hereinafter “Agreement”) is made and entered into by and between Williamson County, Texas (hereinafter “the County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Tim Steglich, (hereinafter “Temporary Employee”). The County agrees to employ Temporary Employee on a temporary only basis, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I. SERVICES

Temporary Employee shall provide services pursuant to terms and policies of the Williamson County Commissioners Court. The services to be provided by Temporary Employee hereunder are described in the attached Exhibit “A” – Temporary Investigator Project Description and Scope of Services, which is incorporated herein as if copied in full (collectively referred to herein as the “Services”).

Should the County choose to add services in addition to those described above, such Additional Services shall be described in a separate written amendment to this Agreement wherein the Additional Services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the Additional Services. Temporary Employee shall not begin any Additional Services and the County shall not be obligated to pay for any Additional Services unless a written amendment to this Agreement has been signed by both parties. Temporary Employee may not work any overtime or any hours in excess of those set out hereinbelow unless approved in advance and in writing by the County acting by and through the Williamson County Commissioners Court.
II. DURATION OF TEMPORARY EMPLOYMENT

The Services shall be completed according to the timeframes set forth in Exhibit “A” and all such Services shall fully and finally completed within Seventy (70) Working Days; provided, however, the County may extend said time period pursuant to a written amendment in the event the County deems such extension is necessary. For purposes of this Agreement, “Working Days” shall mean Monday through Friday (excluding County approved holidays) for a continuous period of at least 8 hours per day. Temporary Employee shall commence the Services upon instruction to do so from the Williamson County District Attorney. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III. COMPENSATION, NOT-TO-EXCEED AMOUNT

The amount of compensation paid to Temporary Employee shall be paid at the rate of Forty Dollars ($40) for each hour of Services provided under this Agreement.

Prior to the execution of this Agreement, Temporary Employee has been advised by County, and Temporary Employee clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of Twenty-Two Thousand Four Hundred Dollars ($22,400.00) plus FICA of 7.65% in the amount of One Thousand Seven Hundred Thirteen and 60/100 Dollars ($1,713.60) specifically allocated to fully discharge any and all liabilities, fees and compensation of any sort to the Temporary Employee under this Agreement and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. Temporary Employee does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Temporary Employee may become entitled to hereunder and the total maximum sum set forth above that County shall become liable to pay to Temporary Employee hereunder shall not under any conditions, circumstances or interpretations thereof exceed the said sum.

County and Temporary Employee expressly understand that the Services and the continued temporary employment of Temporary Employee is completely dependent on continued adequate funding. If the funding or any anticipated funding is deemed by any of the parties to be inadequate, the Agreement may be terminated pursuant to the provisions of this Agreement.

IV. OVERSIGHT

In addition to the general oversight by the Williamson County Commissioners Court, matters that fall under the jurisdiction of others may require that Temporary Employee’s recommendations and work product be presented and subject to such additional oversight, including but not limited to oversight by the Williamson County District Attorney and the
Williamson County Attorney.

In addition to the general oversight by the Williamson County Commissioners Court, matters that fall under the jurisdiction of the Williamson County Attorney will require that the Temporary Employee’s recommendations and work product be presented to and be subject to oversight by the Williamson County Attorney, or his designee, upon request. Matters that fall under the jurisdiction of the Williamson County District Attorney will require that the Temporary Employee’s recommendations and work product be presented to and subject to oversight by the Williamson County District Attorney, or her designee, upon request.

V. TEMPORARY EMPLOYMENT STATUS

It is understood and agreed that Temporary Employee shall not in any sense be considered a full-time or part-time employee as those terms are defined by the Williamson County Employee Policy Manual, which Temporary Employee hereby acknowledges receipt of same. Further, Temporary Employee acknowledges and agrees that no full-time or part-time employer-employee relationship shall exist pursuant to this Agreement and that Temporary Employee will not be entitled to any benefits generally provided by the County to its full-time and part-time employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

VI. AT-WILL EMPLOYMENT STATUS

Temporary Employee’s employment status will be at-will employment. Nothing in this Agreement alters the Temporary Employee’s at-will employment status and shall not constitute or be deemed a contract or promise of employment. The County retains the right to terminate Temporary Employee at any time, for any reason, with or without notice.

VII. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS

Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII. COMPLIANCE WITH ALL LAWS

Temporary Employee and County agree and will comply with any and all local, state or federal requirements with respect to the Services rendered.

IX. TERMINATION

This Agreement may be terminated at any time at the option of County, without cause and without future or prospective liability for performance, upon giving Temporary Employee ten (10) calendar day’s written notice thereof.
X. VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI. EFFECTIVE DATE AND TERM

This Agreement shall be in full force and effect as of the date of the last party’s execution below and shall continue until the completion date/time period set out above unless terminated earlier pursuant to the terms of this Agreement.

XII. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII. CONFIDENTIALITY

Temporary Employee expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV. GOOD FAITH CLAUSE

Temporary Employee and County agree to act in good faith in the performance of this Agreement.

XV. NO ASSIGNMENT

Temporary Employee may not assign this Agreement.

XVI. COUNTY JUDGE OR PRESIDING OFFICER AUTHORIZED TO SIGN CONTRACT

The presiding officer of the County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties and may not be
modified or amended other than by a written instrument executed by both parties.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Agreement and any of the above-referenced exhibits or incorporated documents.

WITNESS that this Agreement shall be effective as of the date of the last party’s execution below.

WILLIAMSON COUNTY: 

Authorized Signature     Authorized Signature

Dan A. Gattis,  County Judge     Tim Steglich
Printed Name and Title          Printed Name

Date: _____________ __, 20__    Date: _____________ __, 20__

TEMPORARY EMPLOYEE:

AGREED AS TO FORM AND SUBSTANCE:

By: ____________________________
    Jana Duty,
    Williamson County District Attorney

Date: _____________ __, 20__
Exhibit “A”

TEMPORARY INVESTIGATOR
PROJECT DESCRIPTION
AND SCOPE OF SERVICES

Exigent Circumstances Creating the Need

The Williamson County District Attorney’s Office has recently been notified that the FBI database used to calculate the rarity of a STR genetic profile and published between 1999 and 2001 contained discrepancies which may have affected certain DNA testing results between 1999 and 2015. DNA Labs were notified of the potential for error caused by these discrepancies in May 2015.

The District Attorney’s Office was also advised of changes to DNA mixture interpretation protocols that may have a material impact on criminal cases when prosecutors from the Harris County District Attorney’s Office shared their experience with this issue at a prosecutor’s conference in September 2015. While unrelated to the FBI’s updated STR population statistics, the nature of the issue came to light when the Harris County District Attorney’s Office requested and received statistical recalculations in certain cases.

The Texas Department of Public Safety’s Laboratory Division, which is the primary lab that provides DNA analysis for Williamson County’s criminal cases, has notified the District Attorney that there are 955 Williamson County samples which were analyzed between 1999 and May 2015 that involve DNA mixtures interpretations and may be impacted by these issues.

Please refer to the attached “Erratum” published in the July 2015 edition of the American Academy of Forensic Sciences’ Journal of Forensic Sciences, a notice letter distributed to members of the Texas Criminal Justice Community from Vincent J. M. DiMaio, M.D., Presiding Officer of the Texas Forensic Science Commission, the attached publication recently issued by the Commission, “Unintended Catalyst: the Effects of 1999 and 2001 FBI STR Population Data Corrections on an Evaluation of DNA Mixture Interpretation in Texas,” and a letter from Brady W. Mills, Deputy Assistant Director of the Texas Department of Public Safety Crime Laboratory Service discussing this issue for a detailed description of these issues.

Objective

The Williamson County District Attorney’s objective is to take a proactive approach to facilitate any request for re-analysis of DNA mixture samples utilized as evidence in any case prosecuted by the Williamson County District Attorney’s Office between 1999 and May, 2015.

The Scope of Services for this project will be the creation of a master spread sheet that will serve as a snap-shot of the depth of the situation, and, the creation of digital file-folder for each of the potentially affected cases in preparation to respond to any request for re-analysis of DNA mixture samples and any subsequent writs the may follow.
Exhibit “A”

Scope of Services

Timeframe:
Phase 1 - Creation of a Master Spread Sheet - Completion Date (15 Working Days after start)
The first phase will consist of creating a master spread sheet that serves to provide an overview of the depth of the situation. The spread sheet will categorize each of the potentially affected cases by their disposition; first by determining whether or not the test results were used as evidence at trial and whether or not the case resulted in a conviction. Then, based on this first categorization each case disposition that resulted in a conviction will be further categorized by the type of disposition such as, defendant on death row, defendant in prison, defendant on parole, etc.

Phase 2 - Locating Defendants - Completion Date (60 Working Days after start)
Once it is determined which cases have been potentially affected by the discrepancies in the related lab analysis, each defendant for those cases will be located and notified of the potential implications created by the discrepancies in the related lab analysis. A report will be completed for each case detailing the efforts made to locate the defendant, which will serve as proof of diligence in the search, in the event a defendant is not located.

Phase 3 – Creation of a Digital File Folder - Completion Date (65 Working Days after start)
A digital file folder will be created for each case containing the report described in phase 2 above, the defendant’s notification letter, the original lab report, an offense summary, a report containing a description of evidence available to re-analyze, etc.

Phase 4 – Notifications - Completion Date (70 Working Days after start)
Notifications to defendants in each case will be filed with the District Clerk’s Office and delivered to the defendants at the direction of the District Attorney’s Appellant Attorney. In addition, notifications to the defendant’s attorney of record and victims may be made at the direction of the District Attorney’s Appellant Attorney.

Workstation, Equipment and Supplies Provided by County

County will provide Temporary Employee with a workstation, a computer with internet access and L.E. Database access, phone, printer, scanner, LD Calling Code and miscellaneous office supplies as necessary.

Monitoring and Evaluation

The day- to- day progress will be monitored by the Williamson County District Attorney or her designee. The District Attorney, or her designee, will provide the Williamson County Commissioners’ Court with notification of the project’s progress at the end of the Seventy (70) Working Days period OR upon their request.