

INTERLOCAL COOPERATION CONTRACT

**Between
The City of Plano (Plano)
And
Department of Public Safety (DPS)**

I. CONTRACTING PARTIES AND AUTHORITY

Department of Public Safety of the State of Texas (DPS) and City of Plano (City) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

City certifies that it can contract for the services by authority granted in Chapter 252, Local Government Code (Municipal Purchasing Act), and Texas Code of Criminal Procedure Art. 2.17.

DPS certifies that it has authority to perform the services contracted for under Texas Government Code Chapter 411.

II. BACKGROUND AND PURPOSE

City has a need for assistance in testing and analysis of seized drug evidence and requests that DPS provide analysis of seized drug evidence submitted by Plano Police Department (PPD).

DPS can assist in this regard and agrees to provide this analysis of seized drug evidence submitted by PPD.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

- A. The DPS Crime Laboratory Division will continue to provide seized drug analysis for all single item, felony level drugs at no cost to the City.
- B. The DPS Crime Laboratory will analyze seized drug evidence submitted by PPD.
- C. At its discretion, DPS will assign the services of one full time equivalent (FTE) DPS employee to perform analysis under this Contract.
- D. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drug cases with two items or less. DPS will attempt to provide a thirty-calendar-day or less turn-around time from the date of submission to the DPS Laboratory for seized drug cases with more than two items, but these could exceed thirty calendar days. Case submissions with additional requests for testing outside the scope of the contract (like but not limited to friction ridge development on seized drugs cases) will delay the completion of the case. Cases will be expedited but the total analysis time will exceed 30 days.

- E. The assigned DPS FTE will work on PPD cases awaiting seized drug analysis before examining evidence from other agencies as long as this Contract is in place.
- F. 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 PPD will not exceed 70 cases per month (seized drug) or 182 items, whichever is reached first under this Contract.
- G. Seized drugs submitted to DPS prior to this Contract's execution date will be processed in the same manner as case submissions from other agencies not having an Interlocal Cooperation Contract with DPS.

City understands or will perform the following.

- A. City understands that DPS is solely responsible for the employment and management of DPS personnel. City understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.
- B. City will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.
- C. City 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 pursuant to the provisions of this Contract.
- D. Cases submitted to DPS from PPD under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.
- E. City understands that DPS cannot compel testimony of former or retired employees who provided work under the contract.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed \$412,811.74. This amount is intended to cover the actual cost of having one DPS Forensic Scientist available to City during its business hours and it includes salary, equipment, and operational costs (see Exhibit A).

City will remit to DPS by check all costs for performing the services as identified. To accomplish the stated goals of the agreement, DPS may invoice for more than the annual amount stated in Exhibit A for any given year. The cumulative total of those invoices will not exceed the total of the contract as stated in Section IV.

V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on signing by both parties. The Contract will terminate four years from signing, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended by mutual written agreement of the parties.

VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Chief, Crime Laboratory Division, 5800 Guadalupe, Austin TX 78752. Email: brady.mills@dps.texas.gov. Phone: 512-424-7151.

If to City: City of Plano Police Department, Ed Drain, Chief of Police, 909 14th Street, Plano, Texas 75074. Email: edd@plano.gov or policechief@plano.gov. Phone: 972-941-2410.

VII. MISCELLANEOUS

- A. **Entirety of Contract.** The terms and provisions of this Contract constitute the entire agreement of the undersigned parties and in the event of a conflict between Contract and any attachment, the terms of this Contract will prevail.
- B. **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the state of Texas and venue will lie in Collin County, Texas. In performing its obligations, each party will operate and perform in accordance with all applicable state and federal laws.
- C. **Severability.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.
- D. **Assignment.** No party to this Contract may assign or otherwise transfer any of its interest in this Contract without the express written consent of the other party.
- E. **Immunity.** It is expressly understood and agreed that in the execution of this Contract, that the parties, either individually or jointly, do not waive, nor will they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.
- F. **Force Majeure.** The DPS and City will exercise their best efforts to meet their respective duties and obligations as set forth in this Contract, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts,

natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

VIII. CERTIFICATIONS

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.

City of Plano <i>Mark D. Israelson</i> <i>City Manager</i>
Signature of Authorized Representative Date:

Department of Public Safety <i>Steven C. McCraw</i> <i>Director</i>
Signature of Authorized Representative Date:

EXHIBIT A.

EXHIBIT A							
				Year 1	Year 2	Year 3	Year 4
				FS III	FS II	FS II	FS III
SALARY AND BENEFITS							
Forensic Scientist Salary				\$5,919.76	\$4,948.97	\$5,542.85	\$5,919.76
Number of FTEs				1	1	1	1
Base Salaries				\$71,037.12	\$59,387.64	\$66,514.20	\$71,037.12
Benefits @ 32% of salary				\$22,731.88	\$19,004.04	\$21,284.54	\$22,731.88
TOTAL SALARY AND BENEFITS				\$93,769.00	\$78,391.68	\$87,798.74	\$93,769.00
Annual training costs				\$500.00	\$500.00	\$500.00	\$500.00
Operating and equipment expense				\$11,765.88	\$11,765.88	\$11,765.88	\$11,765.88
Administrative costs (2.5%)				\$2,638.37	\$2,253.94	\$2,489.12	\$2,638.37
Annual Total				\$108,673.25	\$92,911.50	\$102,553.74	\$108,673.25
Contract Total							\$412,811.74