

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and Brazos County are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

Brazos County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

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

II. BACKGROUND AND PURPOSE

Brazos County has a need for assistance in testing of Seized Drug Analysis of evidence and requests that DPS provide Seized Drug analysis of evidence submitted by Brazos County .

DPS has the ability to assist in this regard and agrees to provide this Seized Drug analysis of evidence submitted by Brazos County.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

- A. The DPS Crime Laboratory will analyze evidence submitted by Brazos County requesting Seized Drug analysis.
- B. At its discretion, DPS will assign the services of two full time equivalent (FTE) to perform analysis under this Contract. Each FTE will be a DPS employee.
- C. 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 tested. Case submissions with more than two items tested could exceed thirty calendar days for analysis. 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.
- D. The assigned DPS FTE will work on Brazos County cases awaiting seized drug analysis up until the monthly contract amounts are tested before examining evidence from other agencies as long as this Contract is in place.
- E. At its discretion, DPS will assign the FTE other work after the monthly contract amounts are tested under this Contract, within the parameters of DPS Crime Laboratory policies

and procedures. Case submissions by Brazos County will not exceed 70 cases per month seized drug or 182 items tested, whichever is reached first under this Contract.

- F. If under this contract, the Brazos County does not submit the monthly contract amounts, DPS will assign the FTE other backlogged work.
- G. DPS will provide Brazos County a Certificate of Analysis and worksheet for each case submitted under this contract.
- H. Evidence 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. In other words, the turn-around time defined in this Contract applies only to evidence submitted after the Contract's execution date.

Brazos County understands or will perform the following.

- A. Brazos County understands that DPS is solely responsible for the employment and management of the DPS personnel. Brazos County understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.
- B. Brazos County will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.
 - a. For seized drugs analysis contracts – misdemeanor evidence analysis is permitted at discretion of Brazos County but the testing will count toward the 70 cases and 182 items tested per month. No additional testing (such as friction ridge analysis) will be included on misdemeanor cases submitted.
 - b. For seized drugs analysis contracts - if all items submitted require testing, this must be communicated via Brazos County DA's office in a letter accompanying the evidence submission.
- C. Brazos County will not be responsible for paying any testimony fees associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract. If testimony is required by former or retired DPS employees, DPS is not responsible for the associated travel costs; the county may be responsible for per diem including travel expenses. Testimony fees are not included in this expectation.
- D. Brazos County understands that DPS cannot compel testimony of former or retired employees who provided work under the contract.
- E. Brazos County understands that if testimony is needed for a case previously worked by a former or retired employee, it will work with the appropriate entity to:
 - a. Evaluate whether a peer review affidavit by a current employee can serve in place of testimony
 - b. Encourage the use of video testimony as authorized by statute

- c. Submit the evidence for re-analysis only using the current Expedite Analysis / Re-analysis Request form after all other options have been exhausted. Cases requiring re-analysis will not count toward the monthly number of cases submitted or items tested. Additionally, the evidence may be worked by any qualified DPS employee, not necessary the individual hired under this contract.
- F. Brazos County understands DPS provides standard litigation packets upon request. If discovery material beyond a litigation packet is required for every case completed under this Contract, additional personnel resources must be included.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed \$952,636.96. This amount is intended to cover the actual cost of having two DPS Forensic Scientist available to Brazos County during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). Brazos County 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.

The Contract allows for analysis of up to 140 cases per month (seized drug) or 364 items, whichever is reached first under this Contract. If more than 140 cases per month (seized drug) or 364 items are submitted, they will be processed in the same manner as case submissions from other agencies, not having an Interlocal Cooperation Contract with DPS.

V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on signing by both parties. The Contract will terminate four years from signing on August 31st of the fourth year, 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 County: Brazos County, Duane Peters, County Judge, 200 S. Texas Ave. Suite 332, Bryan, TX 77803. DPeters@brazoscountytexas.gov. Phone 979-361-4102.

With a copy to: Brazos County, Jarvis Parsons, District Attorney, 300 E. 26th St. Suite 310, Bryan, TX 77803. JParsons@brazoscountytexas.gov Phone 979-361-4320.

VII. 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.

Brazos County Duane Peters County Judge
Signature of Authorized Representative Date:

Texas Department of Public Safety Brady Mills Chief, Crime Lab Division
Signature of Authorized Representative Date:

EXHIBIT A					
		Year 1	Year 2	Year 3	Year 4
SALARY AND BENEFITS					
Forensic Scientist_ salary	/mo.	\$ 7,179.18	\$ 7,179.18	\$ 7,179.18	\$ 7,667.37
Forensic Scientist_ salary	/mo.	\$ 5,133.87	\$ 5,458.91	\$ 6,110.98	\$ 6,526.52
<i>SALARY SUBTOTAL</i>	/yr.	\$ 147,756.60	\$ 151,657.08	\$ 159,481.92	\$ 170,326.68
Benefits @ 32% of salary	/yr.	\$ 47,282.11	\$ 48,530.27	\$ 51,034.21	\$ 54,504.54
SALARY AND BENEFITS TOTAL	/yr.	\$ 195,038.71	\$ 200,187.35	\$ 210,516.13	\$ 224,831.22
OPERATING					
Operating and equipment	/yr.	\$ 23,531.76	\$ 23,531.76	\$ 23,531.76	\$ 23,531.76
Training	/yr.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Licensing fee	/yr.		\$ 409.50		\$ 409.50
<i>OPERATING SUBTOTAL</i>	/yr.	\$ 24,531.76	\$ 24,941.26	\$ 24,531.76	\$ 24,941.26
Administrative fees (2.5%)	/yr.	\$ 5,464.26	\$ 5,592.98	\$ 5,851.20	\$ 6,209.07
OPERATING TOTAL	/yr.	\$ 29,996.02	\$ 30,534.24	\$ 30,382.96	\$ 31,150.33
ANNUAL TOTAL		\$ 225,034.73	\$ 230,721.58	\$ 240,899.09	\$ 255,981.55
CONTRACT TOTAL					\$ 952,636.96