

## INTERLOCAL AGREEMENT 6741

This Interlocal Agreement (the "Agreement") is made and entered into this 20<sup>th</sup> day of March, 2018, by the CITY OF DENTON, Texas, a political subdivision of the State of Texas ("CITY") and the UNIVERSITY OF NORTH TEXAS, an agency of the State of Texas ("UNT").

**WHEREAS**, both the CITY and UNT have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

**WHEREAS**, the CITY's Denton Police Department ("DPD") Strategic Staffing Plan for Patrol and Communications Divisions ("the Plan") contemplated under this Agreement is of mutual interest and benefit to UNT and to the CITY and will further the instructional and technical objectives of UNT in a manner consistent with its status as an agency of the State of Texas; and provide guidance for CITY's DPD staffing needs over the next five years. UNT's primary objective is to develop a five-year strategic staffing plan for the Patrol and Communications Divisions, which will integrate the staffing allocation and deployment plan and cursory efficiency analysis.

**WHEREAS**, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the health, safety, and welfare of the citizens of Texas, and in the interest of saving the CITY and State of Texas taxpayer funding; and

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

1. **STATEMENT OF WORK.** UNT agrees to use its reasonable efforts to develop a five-year strategic staffing plan for the DPD Patrol and Communications Divisions for the CITY as described in the Proposal and Scope of Work appended hereto and incorporated as Appendix A.
2. **PRINCIPAL COORDINATORS.** The services will be provided under the guidance of Dr. Eric Fritsch, Professor and Chair of the UNT Criminal Justice Department.
3. **PERIOD OF PERFORMANCE.** UNT will conduct the Plan study during the period of March 20, 2018 through April 2, 2018, and the final report of the Plan will be delivered on April 2, 2018. This Agreement may be extended for a period of six months only by written agreement executed by both parties.
4. **TOTAL AMOUNT OF THE CONTRACT.** The CITY agrees to pay UNT the fixed price of \$21,505.00, as agreed to in the payment schedule, listed below.
5. **PAYMENT SCHEDULE.** The CITY shall make payments upon receipt of invoices, in accordance with the statutory provisions of Texas Government Code; Chapter 2251. The payment schedule identified below, strictly follows a milestone performance schedule, in meeting of the following stated DELIVERABLES (Appendix A), and in the approval of invoices submitted to the CITY:
  - a. Phase One: Data Collection and Interviews/Focus Groups - **\$7,775.00**
  - b. Phase Two: Data Analysis, Development of Statistical Models, and Recommendation Development - **\$9,150.00**
  - c. Phase Three: Report Writing - **\$2,625.00**

Upon the completion of each Phase, invoices shall be sent to the following address:

Name: City of Denton, Accounts Payable Department  
Address: 215 East McKinney Street  
City State Zip: Denton, TX 76201  
Company Rep Name: Alma Vigil Phone: 940-349-8223  
Email: [accountspayable@cityofdenton.com](mailto:accountspayable@cityofdenton.com)

6. **TERMINATION.** This agreement may be terminated by either party, upon sixty (60) days prior written notice. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. The CITY shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination. The CITY shall pay UNT for these expenses on receipt of a final invoice. Additionally, UNT shall deliver the results of all previously unreported work in such form as it exists to the CITY in conjunction with the final invoice.
7. **BREACH / OPPORTUNITY TO CURE.** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default at least thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

8. **LIABILITY.** The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party.
9. **DISCLAIMER OF LIABILITY.** THE SERVICE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED IN CONNECTION WITH THE TECHNICAL REPORTS, INVENTION DISCLOSURES OR RESEARCH DATA FURNISHED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF SUCH MATERIALS OR MODIFICATION OF SUCH MATERIALS WILL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.
10. **FORCE MAJUERE.** Except for the obligation for the payment of money, if either party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.
11. **DISPUTE RESOLUTION.** The City must use the dispute resolution process in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. UNT is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of UNT to claim any exemptions, privileges and immunities as may be provided by law.
12. **REMEDIES.** This Agreement shall be construed by and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce the Agreement will be in Denton County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
13. **ENTIRE REPRESENTATION.** This Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendments or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party. This Agreement shall be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.
15. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.
16. **SEVERABILITY.** In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
17. **AMENDMENTS.** This Agreement may be amended from time to time by written amendment by both parties.
18. **NOTICE.** Any notice required to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third (3rd) business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address of the named addressee.

University of North Texas  
Dr. Eric Fritsch  
Department of Criminal Justice  
1155 Union Circle #305130  
Denton, Texas 76203-5017  
Telephone: 940-565-4954  
Email: [Eric.Fritsch@unt.edu](mailto:Eric.Fritsch@unt.edu)

City of Denton Purchasing Department  
901B Texas Street  
Denton, Texas 76201  
Attn: Purchasing Manager  
Telephone: 940-349-7133  
Email: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

19. **NO THIRD PARTY BENEFICIARIES.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the State or City, or both; and (2) the terms of this Agreement are not

intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either the State or City.

20. **ENTIRETY OF AGREEMENT.** This Agreement represents the entire understanding between UNT and the CITY and supersedes all other negotiations, representations or agreement, written or oral, relating to this Agreement. The acknowledgement or acceptance of purchase order forms containing other or different terms and conditions shall have no effect on this Agreement.
21. **PUBLICATION.** The parties shall be free to publish the results of work under this Agreement. UNT shall provide the CITY an advanced copy of any proposed publication thirty (30) days prior to publication for the CITY's review. If the CITY determines that the publication contains CITY confidential information, the CITY shall notify UNT of such confidential information. The parties shall work together to redact such CITY confidential information from the publication prior to publication. Title to and the right to determine the disposition of any copyrights on publications relating to the work hereunder shall remain with the publishing party.

The parties have caused this Agreement to be executed by their duly authorized representative.

UNIVERSITY OF NORTH TEXAS

By: **beverly.cotton@unt.edu**  
Digitally signed by  
beverly.cotton@unt.edu  
DN: cn=beverly.cotton@unt.edu  
Date: 2018.03.02 16:39:13 -06'00'

Title: **Associate Vice President Budget and Analytics**

Date: **3/2/2018**

CITY OF DENTON, TEXAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON   §

#### APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
**AARON LEAL, CITY ATTORNEY**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, on behalf of the City of Denton, Texas.

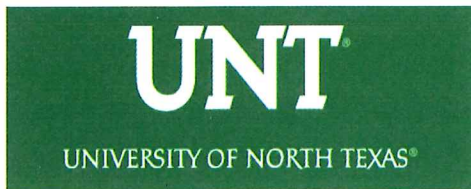
\_\_\_\_\_  
Notary Public in and for the State of Texas

#### ATTEST:

BY: \_\_\_\_\_  
**JENNIFER WALTERS, CITY SECRETARY**



## APPENDIX A



### **Denton Police Department Strategic Staffing Plan Patrol and Communications Divisions Proposal and Scope of Work**

#### **OVERVIEW**

The Denton Police Department (DPD) is seeking the following:

- 1) The development of a strategic staffing plan which will assess the current staffing levels within the Patrol and Communications Divisions as well as make projections and recommendations for staffing needs over the next five years.
- 2) In addition to assessing current and future staffing needs, the DPD is interested in recommendations for improved operations involving a cursory assessment of staffing efficiencies that may be gained through the use of civilian personnel in current sworn positions within patrol, the use of differential police response to calls for service, and the categorization of call priority levels.

#### **SCOPE OF WORK/METHODOLOGY**

The University of North Texas (UNT) research team will take a multi-faceted approach to analyze the staffing needs of the Patrol and Communications Divisions. The UNT research team will conduct in-depth interviews and focus groups with administrators, supervisors, and line personnel assigned to these divisions. In addition, the UNT research team will conduct a comprehensive review of statistical data, reports, and departmental policies relevant to Patrol and Communications Division workload, staffing, scheduling, deployment, and overtime demands. Recommendations will consider applicable nationally recognized best practices with a unique, local focus on current activities, projected demographic conditions, and trends impacting the City of Denton. Where applicable, the development of staffing projections will be based on statistical models developed by the UNT research team.

#### **DELIVERABLES**

The written report will develop a five-year strategic staffing plan for the Patrol and Communications Divisions which will integrate the staffing allocation and deployment plan and cursory efficiency analysis. The report will include the results, findings, data analysis, recommendations, and staffing models developed during the research project. The UNT research team will also be available for any presentations to DPD employees, members of City government, City Council, and DPD constituents.

#### **SCHEDULE**

The study will be conducted from March 21, 2018 – April 2, 2018.

## **BUDGET**

**The research project will be completed in three phases and will cost \$21,505.** The tasks to be accomplished in each phase and the cost of each phase are presented below.

### **Phase One: Data Collection and Interviews/Focus Groups**

**Cost of Phase One: \$7,775\***

- Initial interviews with command staff and key stakeholders within DPD
- Review of current data systems and collection of available data for patrol and communications
- Review of all standard operating procedures that affect staffing and deployment within patrol and communications
- Collection and review of human resources policies and procedures affecting staffing within patrol and communications
- Collection and review of available City of Denton documents including comprehensive/strategic plan, population trends and projections, transportation corridor development, residential, commercial, and industrial growth and development, and relevant planning documents
- Interviews and focus groups of DPD personnel concerning staffing, deployment, and efficiency including:
  - Command staff
  - Patrol and communications supervisors
  - Patrol officers and dispatchers
  - City officials as requested

### **Phase Two: Data Analysis, Development of Statistical Models, and Recommendation Development**

**Cost of Phase Two: \$9,150\***

- Development and validation of staffing models for patrol and communications
- Development of current and future staffing and efficiency recommendations for patrol and communications

### **Phase Three: Report Writing**

**Cost of Phase Three: \$2,625\***

- Initial report preparation
- Submit draft report to DPD command staff
- Feedback and comment on patrol and communications staffing study report
- Finalization of patrol and communications staffing study report and dissemination
- Presentation of key findings and recommendations to DPD command staff and other stakeholders

**SUBTOTAL: PHASE 1-3 COSTS: \$19,550**

**INDIRECT COSTS (10% of Phase 1-3 Costs): \$1,955**

**TOTAL PROJECT COSTS: \$21,505**

*\*UNT will submit an invoice at the completion of each Phase.*