

**INTERLOCAL AGREEMENT
BETWEEN THE TARRANT COUNTY, TEXAS
AND THE HOUSTON FORENSIC SCIENCE
CENTER**

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the HOUSTON FORENSIC SCIENCE CENTER, a municipal corporation, located in Harris County, Texas, hereinafter called "HFSC," and TARRANT COUNTY, acting on behalf of the TARRANT COUNTY MEDICAL EXAMINER'S OFFICE, hereinafter called "County."

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, each governing body, in performing governmental functions or in funding the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, County provides the services and HFSC utilizes the services of the Tarrant County Medical Examiner's Office and Forensic Laboratories, a County Division; and

WHEREAS, the Parties to this Agreement desire to enter into an agreement concerning the services provided to HFSC by the County Medical Examiner's Office and Forensic Laboratories;

NOW, THEREFORE, in consideration of the above recitals and the premises and agreements, covenants and promises herein set forth, it is agreed as follows:

1. **DESCRIPTION OF WORK**

For the consideration hereinafter agreed to be paid to County by HFSC, County shall provide the following services:

- A. Analyze evidence submitted by HFSC Crime Laboratory Division requesting firearms evidence comparison. Firearms evidence comparison analysis may include the evaluation/examination of ammunition, and/or a firearm, and ammunition comparison(s).
- B. Accept firearms evidence comparison cases over the course of the contract and complete the analysis of each case submitted. The County has the right to refuse acceptance of any case with written justification.
- C. Cases will be submitted according to a timeline determined by County. Timeline and number of case submissions may be modified by the County with written notification to HFSC.
- D. Identify any required submission paperwork.
- E. Evidence may be delivered to County by a representative of the HFSC or shipped through a trackable courier, all shipping must follow carrier and legal requirements for shipping firearms and ammunition.
- F. County is responsible for coordinating the evidence return to HFSC following the completion of testing. The County will ship through a trackable courier. All shipping must follow carrier and legal requirements
- G. Analysis reports will be sent to the designated HFSC contact listed on the submission paperwork.
- H. Cases submitted to County from HFSC during the duration of this Contract will not be outsourced to a lab outside of the County Laboratory for analysis. Verifications and technical reviews may be performed by County authorized external technical reviewer, if necessary. The external reviewer must meet all accreditation and licensing requirements set forth as set forth by Article 38, Code of Criminal Procedure.
- I. County will follow all accreditation and licensing requirements set forth by Article 38, Code of Criminal Procedure. It will make available the relevant SOP, Quality Manual, and most recent external assessment accreditation documentation for review.

HFSC understands or will perform the following:

- J. HFSC will coordinate the transfer of firearms evidence from HFSC to County based on a timeline set by County.
- K. Shipping costs incurred for transfer of evidence to the County and back to HFSC will be at the expense of HFSC.

2. VOLUME OF WORK

It is understood and agreed that no guarantees of volume of work are made by this Agreement nor is the County designated as the exclusive contractor of these services for HFSC.

3. PAYMENT FOR SERVICES

Upon completion of the work by County, HFSC will pay County in accordance with the approved agreed upon fee schedule for the Services. Testing fees will be billed separately from any other fees. HFSC will be responsible for paying testing, testimony, and related fees associated with testimony given in any judicial proceeding in connection with services provided by County pursuant to the provisions of this Contract. In the event evidence is not suitable for comparison, HFSC will be responsible for testing fees for services rendered. The agreed upon fee schedule for services performed between October 1, 2023 and September 30, 2024 is attached and incorporated within as Exhibit A. In the event County changes the fee schedule, written notice will be sent to HFSC within thirty (30) days of the change. A copy of the fee schedule following any amendment, change, or update shall be posted within thirty (30) days at <https://www.tarrantcounty.com/mefees>. The version of the fee schedule at this website shall be considered the fee schedule in effect at the time services are rendered by County. Payment will be made by HFSC to County within thirty (30) days of receipt of County's invoices. Each invoice shall be accompanied by sufficient documentation as required by HFSC. However, total payments by HFSC during the term of this Agreement shall not exceed **\$100,000.00 (One hundred thousand dollars)**. HFSC shall be solely responsible for monitoring payments under this Agreement, and the not-to exceed amount shall not relieve HFSC of its obligation to pay County for Services rendered at HFSC's request. Any changes in the fee schedule that require an increase in the not-to-exceed amount of funding for this Agreement shall be approved by written amendment to this Agreement by both the HFSC and County.

4. INDEMNIFICATION

HFSC agrees to indemnify and hold harmless the County, its officials, agents, servants, or employees against any and all negligence, liability, loss, costs, claims, attorney fees or expenses arising out of the wrongful and negligent act(s) of commission or omission of HFSC, its agents, employees, interns, subcontractors or volunteers arising from the activities under this agreement. However, this section shall not apply to acts of gross negligence, fraud or malice.

5. TERM

This Agreement shall be effective from its date of execution and terminate on September 30, 2024, unless sooner terminated in accordance with the provisions of this Agreement. After expiration of the initial term, County may renew this Agreement annually on the same terms and conditions, subject to approval by the Tarrant County Commissioners Court.

6. BREACH OF AGREEMENT

County and HFSC agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, the non-breaching party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of agreement. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, but in any event no more than 15 days, the non-breaching party shall have the right to declare this Agreement immediately terminated and all work not paid prior to the termination of the agreement will be paid within thirty (30) days of the termination.

7. INDEPENDENT CONTRACTOR

County's status in the performance of the Services under this Agreement is that of an independent contractor and not an agent, employee, or representative of HFSC. County and its officers and employees shall exercise independent judgment in performing duties and responsibilities under this Agreement, and County is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Agreement or act of County in the performance of this Agreement shall be construed as making County or its officers or employees the agents or employees of HFSC, or making any of County's employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which HFSC provides its own employees.

8. RESPONSIBILITY

HFSC shall in no way nor under any circumstances be responsible for any property belonging to County, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged.

County shall in no way nor under any circumstances be responsible for any property belonging to HFSC, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged.

County will provide certification confirming self-insured status of the Tarrant County Medical Examiner's Office.

9. CONFLICTS OF INTEREST

County warrants to the HFSC that it has made full disclosure in writing of any existing or potential conflicts of interest related to the services to be performed hereunder. County

further warrants that it will make prompt disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement. Furthermore, HFSC warrants to the County that it has made full disclosure in writing of any existing or potential conflicts of interest related to the services to be performed hereunder. HFSC further warrants that it will make prompt disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement.

10. TERMINATION

In the event of a non-appropriation of funding by HFSC, the HFSC may terminate this Agreement in whole or in part by giving at least ten (10) days prior written notice thereof to County, with the understanding that any performance under this Agreement shall cease upon the date specified in such notice and all work performed by County prior to termination of agreement will be paid for within thirty (30) days.

Either party may terminate this Agreement in whole or in part for their convenience upon thirty (30) days advance written notice to the other party. HFSC will compensate County in accordance with the terms of this Agreement for all Services performed for the benefit of HFSC prior to the effective date of such notice.

11. NOTICES

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for HFSC, to:

Peter Stout
President & CEO
Houston Forensic Science Center
500 Jefferson St. 13th Fl
Houston, TX 77002

If intended for County, to:

Kendall Crowns, M.D.
Chief Medical Examiner
Tarrant County Medical Examiner's District
200 Feliks Gwozdz Place
Fort Worth, Texas 76104

12. RIGHT OF REVIEW AND AUDIT

County agrees that the HFSC shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the agreement involving transactions relating to this Agreement. County agrees that the HFSC shall have access during normal working hours to all necessary County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The HFSC shall give County reasonable advance notice of intended audits.

County further agrees to include in all of its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the HFSC shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions to the subcontract, and further that HFSC shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this paragraph.

12. RIGHT OF ON-SITE VISIT

The HFSC shall reserve the right to conduct a yearly on-site visit of the County's laboratories in which the HFSC's forensic examinations are processed. County shall retain all documentation related to the yearly on-site visit, including, but not limited to, the date the on-site visit was performed, a summary of the visit, and a list of personnel conducting the visit. The HFSC shall give reasonable advance notice of intended yearly on-site visit.

13. TRANSFER OF INTEREST

Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease, or transfer of all or any part hereof without such prior written consent shall be void.

14. DISCRIMINATION

HFSC and County covenant that neither they nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons on any unlawful basis, nor will County permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

15. WAIVER OR RELINQUISHMENT

The failure of HFSC or County to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of HFSC's or County's right to assert or rely upon any such term or right on any future occasion.

16. APPLICABLE LAWS

HFSC certifies that it has the authority to contract for the services by authority granted in Texas Government Code Chapter 411.

County certifies that it has authority to perform the services contracted for by authority granted in Article 49, Texas Code of Criminal Procedure.

17. VENUE

The obligations of the parties to this Agreement will be performed in Tarrant County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Tarrant County, Texas.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

19. LEGAL CONSTRUCTION

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 thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

20. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

21. EXECUTION OF AGREEMENT

The governing bodies of HFSC and County have approved the execution of this Agreement, if required, and the persons signing the Agreement have been duly authorized by the governing bodies of the HFSC and County to sign this Agreement on behalf of the governing bodies.

22. ENTIRE AGREEMENT

This Agreement embodies the complete understanding and agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained in this Agreement. Except as otherwise provided herein, this Agreement cannot be modified without written supplemental agreement of the parties.

23. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, County and HFSC must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. County and HFSC shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

EXECUTED this the _____ day of _____ 2024.

TARRANT COUNTY, TEXAS

BY _____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

HOUSTON FORENSIC SCIENCE CENTER

BY  Mar 11, 2024
Peter Stout
President & CEO

ATTEST

 03/11/24
Natalee Veazey, Board Secretary

APPROVED AS TO FORM:
Akilah Mance, General Counsel

BY  Mar 11, 2024

EXHIBIT A

OFFICE OF CHIEF MEDICAL EXAMINER
Tarrant County Medical Examiner and Forensic Laboratory Fee Schedule
Effective 10/01/2022 to 09/30/2024

Forensic Laboratory Services				
Item	Description	Unit	FY21-FY22	FY23-FY24
Biology and DNA				
12200	Biological Fluid Screening of cuttings/swabs	item	\$90	\$100
12250	Biological Fluid Screening of physical evidence	item	\$120	\$130
12300	Y-STR Screening of sexual assault kit	kit	\$400	\$500
12350	Y-STR Screening of physical evidence	item	\$75	\$85
12400	DNA Extraction & Quantitation	sample	\$250	\$275
12500	DNA STR Analysis	sample	\$330	\$350
12550	DNA YSTR Analysis	sample	\$330	\$350
12600	Biological Evidence collection	item	\$30	\$35
Drug Chemistry				
13000	Marihuana or plant-like material, single exhibit	sample	\$120	\$130
13050	Marihuana or plant-like material, additional exhibit(s)	sample	\$75	\$80
13100	Powder, Crystal or Liquid substance, single exhibit	sample	\$120	\$130
13150	Powder, Crystal or Liquid substance, additional exhibit(s)	sample	\$75	\$80
13250	Syringe and Liquid Content, single exhibit	sample	\$120	\$130
13300	Syringe and Liquid Content, additional exhibit(s)	sample	\$75	\$80
13400	Visual Identification of tablet or capsule, single exhibit	sample	\$30	\$35
13500	Tablet, single exhibit	sample	\$120	\$130
13550	Tablet, additional exhibit(s)	sample	\$75	\$80
13600	Drug Chemistry Bulk Analysis (5 or more subexhibits from single exhibit)	exhibit	\$350	\$385
13650	Weight Determination only	sample	\$40	\$45
Evidence				
22350	Shipping Fee - evidence or property	each	\$165	\$180
25000	Specimen Long-term Storage Fee per year	case	\$60	\$65
Firearm & Toolmarks				
19000	Evaluation of Ammunition	item	\$75	\$80
19050	Examination and Evaluation of a Firearm	firearm	\$185	\$200
19100	Ammunition Comparison, firearm and first comparison	item	\$210	\$230
19150	Ammunition Comparison, additional comparison	item	\$65	\$70
19200	Toolmark Comparison (i.e. per chain link)	item	\$200	\$220

19250	Range Determination, Rifled Barrels	firearm	\$475	\$500
19300	Range Determination, Smoothbore	firearm	\$335	\$365
19350	Serial Number Restoration	item	\$270	\$300
19400	Gunpowder Evaluation only	item	\$130	\$140
24450	Fracture Match Comparison	item	\$75	\$80
Latent Prints				
18000	Visualization of Latent Prints on an object	item	\$120	\$130
18100	Visualization of Latent Prints on a body	body	\$530	\$575
18200	Comparison of Latent Prints	item	\$130	\$145
18300	Evaluation of Processed Latent Print, per print	each	\$85	\$95

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Tarrant County Medical Examiner and Forensic Laboratory Fee Schedule
Effective 10/01/2022 to 09/30/2024

Miscellaneous				
14000	Current Trends Annual Conference	person	\$250	\$275
22150	Completion of Notarized Affidavit	each	\$25	\$30
22400	Subpoena Witness Fee	each	\$11	\$11
22415	Micellaneous Records Fee	page	\$0.10	\$0.10
22450	Court Testimony - Technicians and Analysts	hour	\$600	\$650
22500	Travel and Court Wait Time for testimony	hour	\$100	\$110
Toxicology				
23000	Legal Alcohol (2 analyses)with affidavit	each	\$150	\$165
23100	Legal Alcohol and Drug Screen (ABN and ELISA) with affidavit	each	\$400	\$450
23200	Legal Toxicology Comprehensive Quantitative Analyses, multiple specimens	case	\$600	\$650
23300	Drug Facillitated Crime Toxicology Analyses (Alcohol, ABN, ELISA, GHB, and Rohypnol)	case	\$600	\$650
23500	Micellaneous Toxicology Testing (Carbon Monoxide, Volatiles,GHB, or other)	each	\$100	\$110

TCME ILA for Firearms Exam_HFSC_Final.docx-145402-1

Final Audit Report

2024-03-11

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