

CSC NO. _____

**AMENDMENT NO. 7 TO
CITY SECRETARY CONTRACT NO. 44614
INTERLOCAL COOPERATION AGREEMENT**

This **Amendment** is entered into by and between the **City of Fort Worth** (hereafter "City"), a home rule municipal corporation organized under the laws of the State of Texas, with its principal place of business at 200 Texas Street, Fort Worth, Texas by and through Fernando Costa, its duly authorize Assistant City Manager, and **Tarrant County**, acting on behalf of the Tarrant County Medical Examiner's Office (hereinafter "County").

WHEREAS, City and County entered into an Interlocal Agreement for Forensic Laboratory Services identified as Fort Worth City Contract No. 44614 ("Agreement") for a period of one year beginning October 1, 2012 with unlimited, automatic options to renew from year to year subject to appropriations of City funds for this Agreement; and

WHEREAS, City and County entered into the First Amendment to the Agreement, which increased the overall contracted amount payable to County by City for services provided under the Agreement;

WHEREAS, City and County entered into the Second Amendment to the Agreement, which renewed the term of the Agreement and incorporated an agreed upon fee schedule;

WHEREAS, City and County entered into the Third Amendment to the Agreement, which renewed the term of the Agreement and increased the overall contracted amount payable to County by City for services provided under the Agreement;

WHEREAS, City and County entered into the Fourth Amendment to the Agreement, which renewed the term of the Agreement and increased the overall contracted amount payable to County by City for services provided under the Agreement;

WHEREAS, City and County entered into the Fifth Amendment to the Agreement, which renewed the term of the Agreement and increased the overall contracted amount payable to County by City for services provided under the Agreement;

WHEREAS, City and County entered into the Sixth Amendment to the Agreement, which renewed the term of the Agreement for one year for a term that shall end on September 30, 2019, and to amend the Agreement for Forensic Laboratory Services to incorporate an agreed upon fee scale; and

WHEREAS, it is the collective desire of both City and County to amend the Agreement for Forensic Laboratory Services to incorporate an agreed upon fee schedule effective October 1, 2022; and

NOW, THEREFORE, City and County, acting herein by the through their duly authorized representatives, hereby amend the Agreement:

1.

Deleting the current text of Section 3 “Payment for Services” as amended by the Fourth Amendment to the Agreement and replacing it with the following:


Upon completion of the work by County, City will pay County in accordance with the approved agreed upon fee schedule for the Services. The agreed upon fee schedule (Effective October 1, 2022) is attached and incorporated within as Exhibit A. In the event County changes the fee schedule, written notice will be sent to City 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 City to County within thirty (30) days of receipt of County’s invoices. Each invoice shall be accompanied by sufficient documentation as required by City. However, total payments by City during each term under Agreement, including this amendment and each future renewal, shall not exceed \$350,000.00 (three hundred and fifty thousand dollars) per term. City shall be solely responsible for monitoring payments under this Agreement, and the not-to exceed amount shall not relieve City of its obligation to pay County for Services rendered at City’s request. Any change to the fee schedule will be incorporated within this Agreement by amendment as a replacement to Exhibit A and shall be signed by both City and County. Any changes in the fee schedule that require an increase in the total amount of funding per term for this Agreement shall be approved by written amendment to this Agreement by both the City and County and shall be effective on the date of execution of the written amendment.

2.

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

CITY OF FORT WORTH:


By: 
Fernando Costa Oct 27, 2022
Assistant City Manager

Date: _____


APPROVAL RECOMMENDED:

By: 
Robert A. Alldredge, Jr.
Executive Assistant Chief

APPROVED AS TO FORM AND LEGALITY:

By: 
Taylor Paris
Assistant City Attorney

ATTEST

By: 
Jannette S. Goodall (Oct 28, 2022 11:17 CDT)
Jannette Goodall
City Secretary

Contract Authorization:

M&C: C-28039

Date: December 13, 2016

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.


Sasha Kane (Oct 25, 2022 17:06 CDT)
Sasha Kane
Sr. Contract Compliance Specialist

**TARRANT COUNTY, acting through the
TARRANT COUNTY MEDICAL
EXAMINER'S OFFICE**

By: _____
B. Glen Whitley
County Judge

Date: _____

APPROVED AS TO FORM:

By: 
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.

Exhibit A

OFFICE OF CHIEF MEDICAL EXAMINER
Tarrant County Medical Examiner and Forensic Laboratory Services Fee Schedule
Effective 10/01/22 to 09/30/24

Medical Examiner District - Denton, Johnson, Parker and Tarrant Counties				
Item	Description	Unit	FY21-FY22	District FY23-FY24
Morgue Services				
11050	Autopsy Level I - External Examination/In Absentia Medical Review	case	\$1,000	\$1,100
11100	Autopsy Level II - Natural Death Full Autopsy	case	\$1,750	\$2,000
11350	Autopsy Level III - Unnatural or Trauma Death Full Autopsy	case	\$2,500	\$3,300
Human Identification and Anthropology				
16100	Dental Charting and Full Mouth X-Ray	case	\$375	\$500
16200	Human Identification by Dental Comparison or Anthropology	case	\$600	\$650
16300	Human Identification by Fingerprints	case	\$150	\$165
16400	Anthropology Scene Assistance / Body Recovery (Non-Jurisdictional)	case	\$840	\$925
16500	Anthropology Consult (Brief \$50/Intermediate \$250/Advanced \$500)	case	TBD	TBD
16600	Anthropology Human or Non-Human Origin	case	\$50	\$50
Histology				
20000	Histology Slide Preparation - processing, embedding, cutting and staining	case	\$200	\$220
20500	Histology Slide Recut	slide	\$20	\$25
20600	Postmortem Comprehensive Histology	case	\$330	\$360
Miscellaneous				
11605	Vitreous Chemistry - Basic Metabolic Screen	sample	\$210	\$230
11700	Microbiological Culture	sample	\$210	\$230
11800	Reference Laboratory Services - nonroutine laboratory test	sample	TBD	TBD
24550	Recovery of Trace Evidence (body processing)	body	\$460	\$500
Toxicology - Post Mortem				
23400	Post-Mortem Toxicology Comprehensive Quantitative Analyses	case	\$600	\$650
23500	Miscellaneous Toxicology Testing (Carbon Monoxide, Volatiles, GHB, or other)	each	\$100	\$110
Records				
21000	Color Photo - 4x6	each	\$8	\$9
21100	Color Photo - 8x10	each	\$35	\$40
21200	Digital Photos on CD	case	\$165	\$180
22050	Certified Copy of Inquest reports for Insurance or Record agencies	each	\$125	\$135
22100	Completion of Proof of Death	each	\$90	\$100
22150	Completion of Notarized Affidavit	each	\$25	\$30
22200	Digital X-Rays on CD	case	\$165	\$180
22400	Subpoena Witness Fee	each	\$11	\$11
22415	Miscellaneous Records Fee	page	\$0.10	\$0.10
Evidence and Property				
22350	Shipping Fee - evidence or property	each	\$165	\$180
25000	Specimen Storage Fee per year	case	\$60	\$65
17000	Facility Utilization	per hour	\$250	\$275
Vital Statistics				
22000	Cremation Permit	each	\$30	\$35

OFFICE OF CHIEF MEDICAL EXAMINER
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Effective 10/01/22 to 09/30/24

Medical Examiner - Non-Jurisdictional Counties				
Item	Description	Unit	FY21-FY22	Non-Jurisdiction FY23-FY24
Morgue Services				
11050-NJ	Autopsy Level I - External Examination/In Absentia Medical Review	case	\$1,000	\$1,155
11100-NJ	Autopsy Level II - Natural Death Full Autopsy	case	\$1,750	\$2,100
11350-NJ	Autopsy Level III - Unnatural or Trauma Death Full Autopsy	case	\$2,500	\$3,465
Human Identification and Anthropology				
16100-NJ	Dental Charting and Full Mouth X-Ray	case	\$375	\$525
16200-NJ	Human Identification by Dental Comparison or Anthropology	case	\$600	\$683
16300-NJ	Human Identification by Fingerprints	case	\$150	\$173
16400-NJ	Anthropology Scene Assistance / Body Recovery (Non-Jurisdictional)	case	\$840	\$971
16500-NJ	Anthropology Consult (Brief \$50/Intermediate \$250/Advanced \$500)	case	TBD	TBD
16600-NJ	Anthropology Human or Non-Human Origin	case	\$50	\$53
Histology				
20000-NJ	Histology Slide Preparation - processing, embedding, cutting and staining	case	\$200	\$231
20500-NJ	Histology Slide Recut	slide	\$20	\$25
20600-NJ	Postmortem Comprehensive Histology	case	\$330	\$378
Toxicology - Post Mortem				
23400-NJ	Post-Mortem Toxicology Comprehensive Quantitative Analyses	case	\$600	\$683
23500-NJ	Micellaneous Toxicology Testing (Carbon Monoxide, Volatiles, GHB, or other)	each	\$100	\$116
24550-NJ	Recovery of Trace Evidence (body processing)	body	\$460	\$525
Miscellaneous				
11605-NJ	Vitreous Chemistry - Basic Metabolic Screen	sample	\$210	\$242
11700-NJ	Microbiological Culture	sample	\$210	\$242
11800-NJ	Reference Laboratory Services - nonroutine laboratory test	sample	TBD	TBD
25100-NJ	Non-Jurisdictional Decedent Storage per day (24 hours after autopsy completion)	day	NEW	\$100
Court Testimony				
22450	Court Testimony - Pathologists, Technicians and Analysts	hour	\$600	\$650
22500	Travel and Court Wait Time for testimony	hour	\$100	\$110

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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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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