

MEMORANDUM OF UNDERSTANDING

BETWEEN

TARRANT COUNTY

AND

CITY OF FORT WORTH

***Latent Print Technical,
Verification, and Testimony Monitoring Review***

Purpose

The purpose of this Memorandum of Understanding (MOU) is to describe the agreement between Tarrant County acting through the Tarrant County Medical Examiner's Office ("TCME") and The City of Fort Worth acting through Fort Worth Police Department Crime Laboratory ("FWPDCL") collectively referred to as "Parties", and to define the scope of work and responsibilities of the Parties concerning reciprocal administrative, technical/peer review and verification of latent print casework. This document sets forth the agreed upon procedures for management, accountability, direction, reporting, and execution of this MOU.

Background

Technical review (also called peer review) of case documentation is a common practice in forensic science laboratories, performed to ensure that the conclusions of the analyst are reasonable, within the constraints of validated scientific knowledge, and supported by the examination records. Technical reviews typically involve an independent assessment (by an analyst other than the author of the records) of the examination record and report to ensure that the analysis conforms to proper technical procedures and that results are accurate and supported by the data.

Verification is the process by an independent qualified analyst used to verify the identification, elimination or inconclusive result of an item of evidence when compared to a like item of evidence by another qualified analyst. Both TCME and FWPDCL employ a single latent print examiner trained to perform internal technical and verification review of casework in accordance with their laboratory's management system. Therefore, TCME and FWPDCL must rely on an external review construct to meet technical and verification review requirements. Such construct includes the requirement that a technical and verification reviewer be competent and work in accordance with the laboratory's management system.

Testimony monitoring is the technical review of testimony, either in person or of official court transcripts by personnel competency tested in the testing being presented in court. The Texas Administrative Code 651.219, Code of Professional Responsibility require testimony to be performed in a manner which is clear, straightforward and objective, and avoid phrasing testimony in an ambiguous, biased or misleading manner. ANAB accreditation requires the technical review of testimony to ensure testimony is given in an accurate and appropriate manner.

Overview of Latent Print Services

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU, the parties, in a reciprocal capacity, agree to provide

peer/technical, and verification reviews of examination records. Such reviews may result in the reviewing party being asked to testify in relation to the case reviewed. In addition, the parties, in a reciprocal capacity, agree to provide testimony monitoring by either observing in person or review of provided official transcripts of testimony.

The following latent print examinations or services are offered by the TCME and FWPDCCL Latent Print Sections:

1. Use various chemical and physical means to process items of evidence.
2. Evaluate latent print impressions for suitability
3. Conduct latent print comparisons of latent prints to known exemplars.
4. Conduct AFIS searches.
5. Perform reviews of latent print casework to include: technical and verification.
6. Testify to latent print casework.
7. Testimony monitoring annually.

Roles and Responsibilities of the Parties

1. TCME and FWPDCCL agree to receive latent print case records and relevant laboratory quality, examination, and/or technical documents for the purposes of performing technical and verification reviews, or testimony monitoring.
2. The reviewer shall respond to a written request for peer review and verification or testimony monitoring by either agreeing to provide the service or declining the request. If reviewer agrees to provide the service, the technical and verification review or testimony monitoring shall be completed within 14 days from the date of the case materials/transcripts are received or date of observed testimony.
3. TCME and FWPDCCL agree to document the review using the requesting agency's review form, which becomes an associated case record for the requesting agency. Testimony monitoring will be documented using the requesting agency's review form and processed according to the requesting agency's standard operating procedures. The term "requesting agency" refers to the agency that initiated the request for a technical review and verification. The term "reviewing agency" refers to the agency that conducts the review.
4. If the reviewer determines, as a result of the technical and verification review, that a correction or revision to the case records is needed, this need will be communicated to the signing analyst of the requesting agency.
 - a. If the signing analyst of the requesting agency agrees with the proposed correction/revision of the technical reviewer, then:
 - i. Appropriate revisions will be made to the report and/or associated administrative or examination records prior to completion of the review. Revisions to administrative and examination records will be appropriately notated (e.g., initialed and dated strike-throughs).
 - b. If the signing analyst of the requesting agency and the reviewer do not agree upon the proposed correction or revision, then:
 - i. The issue will be referred to the requesting agency's Crime Laboratory Director and/or Forensic Division Manager for assessment and resolution. Following resolution and agreement, any required revisions will be made to the report and/or associated administrative or examination records prior to completion

of the review.

- ii. In the event that no resolution can be reached that is mutually agreeable to the signing analyst and the technical reviewer, then the requesting agency's Crime Laboratory Director and/or Forensic Division Manager will follow their standard operating procedures for the control of non-conforming work to resolve the issue.
5. At the conclusion of the review process, the reviewer shall complete the review form and return a signed and dated copy to the requesting agency. The requesting agency is responsible for making arrangements for the return of the case records and documents at the requesting agency's expense, if required.

Indemnity

Both TCME AND FWPDCLE each agree to be responsible for their own negligent acts, errors or omissions, or other tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this MOU caused by joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

Term and Notice

The MOU is in effect upon the date of the last signature and will remain in effect unless terminated by either party on a 30-day written notice to the parties named below. Any notice required or permitted to be delivered under this contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposited of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective address set forth below, or at such other address as shall be specified by written notice delivered in accordance herewith:

City of Fort Worth

Attn: Fernando Costa
Assistant City Manager
200 Texas St.
Fort Worth, TX 76102
Facsimile (817)392-8502

Tarrant County/TCME

Chief Medical Examiner
Tarrant County Medical Examiner
200 Feliks Gwozdz Pl.
Fort Worth, Texas 76104
Facsimile (817)920-5713

With a copy to the City Attorney's Office at the same address and to:

Senior Contract Compliance Specialist
Bob Bolen Public Safety Complex
505 West Felix Street
Fort Worth, TX 76115

Modifications

The provisions of this MOU may be amended at any time upon mutual agreement of both parties and/or any necessary approval by the parties' respective Commissioner's Court.

Applicable and Governing Laws

This MOU is entered into subject to all applicable state and federal laws, including the Texas Public Information Act. This MOU shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

Compliance with Laws

In providing the services required by this Agreement, Vendor 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. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Publicity and Media

Publicity releases and/or media interviews in connection with the activities covered by this MOU shall not be undertaken by any Party without prior review and consent by the other Party's designated official responsible for public/media affairs.

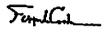
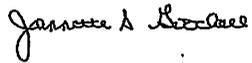
Sovereign Immunity

This MOU is expressly made subject to the parties' sovereign immunity, Title 5 of the Texas Civil Practice & Remedies Code and all applicable Texas and federal law. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing in this MOU is intended to benefit any third-party beneficiary.

CONFIDENTIALITY

The parties understand that City is a governmental entity for the purposes of the Texas Public Information Act ("Act"). Any documents provided to City may be requested pursuant to the Act. Any documents provided by a party who contends that their records are excepted from disclosure under the Act or are confidential by law must be clearly marked as such on the first page of the document prior to the document being provided to City. In the event that a party's information is requested and it was previously marked as excepted or confidential, the City will notify the particular party and the party will be responsible for submitting arguments to the Texas Attorney General against disclosure of the information. No party shall release any information provided by City without the prior express written consent of City. If any information provided to a particular party by City is disclosed or its security is otherwise compromised, the party shall notify City as soon as possible and shall make all reasonable efforts to retrieve the information.

ACCEPTED AND AGREED:

<p>CITY OF FORT WORTH</p> <p>By: <u></u> Name: Fernando Costa Title: Assistant City Manager Date: <u>Feb 3, 2023</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u></u> Robert Allen Alldredge Jr. (Feb 3, 2023 07:42 CST) Name: Robert A. Alldredge Jr. Title: Executive Assistant Chief</p> <p>ATTEST:</p> <p>By: <u></u> Name: Jannette Goodall Title: City Secretary</p>	<p>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.</p> <p>By: <u></u> Name: Keith Morris Title: Assistant Police Director</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u></u> Nico Arias (Feb 2, 2023 13:04 CST) Name: Nico Arias Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: Date Approved: <u>N/A</u> Form 1295 Certification No.: <u>N/A</u></p>
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<p>Tarrant County</p> <p>By: _____ Name: Tim O'Hare Title: County Judge</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____ Criminal District Attorney's Office*</p>
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*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.

Latent Print Review MOU 1.30.23

Final Audit Report

2023-02-03

Created:	2023-01-30
By:	Kelly Cleveland (Raquel.Cleveland@fortworthtexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABmMfFrg2Tr5iQeldNknPVFcVcU_rdObY

"Latent Print Review MOU 1.30.23" History

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-  Document emailed to Lorita.Lyles@fortworthtexas.gov for approval
2023-01-30 - 11:44:44 PM GMT
-  Email viewed by Lorita.Lyles@fortworthtexas.gov
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2023-02-02 - 9:14:59 PM GMT- IP address: 204.10.90.100



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2023-02-02 - 9:19:49 PM GMT- IP address: 204.10.90.100

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2023-02-03 - 1:42:07 PM GMT- IP address: 204.10.90.100

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