

STATE OF TEXAS §
 § **CONTRACT**
COUNTY OF TARRANT §

This contract is entered into between **Tarrant County, Texas, on behalf of its Community Development Department**, hereinafter referred to as **TCCDD**, and **Accurate Analytical Testing Group, LLC.**, hereinafter referred to as **Accurate Analytical Testing**, for the purpose of providing lead dust analytical lab services for the Tarrant County Housing Rehabilitation Program, as requested by TCCDD, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

I.

SCOPE OF SERVICES

Accurate Analytical Testing will perform lead dust analytical lab services that consist of the following:

- Providing TCCDD with all necessary dust wipes, containers, and rubber gloves for TCCDD's use in gathering dust wipes.
- Providing TCCDD spiked dust wipes, as requested by TCCDD, for use as quality control measures in the testing for lead dust by Accurate Analytical Testing.
- Providing TCCDD with written results of lead content of dust wipes analyzed in units per square foot for each sample TCCDD submits to Accurate Analytical Testing for testing in accordance with EPA SW846-7420—Flame AA.
- Providing TCCDD with a digital version of Accurate Analytical Testing's chain of custody spreadsheet.

II.

TERM

This contract begins on the date the contract is signed by the County Judge of Tarrant County and shall continue for a term of two years from that date.

III.

COST & PROCEDURES FOR REQUESTING SERVICES

- The parties agree to the following price schedule for unit prices per lead dust wipe analysis based upon the turnaround time needed by TCCDD:

PRICE

\$4.00 each
\$5.00 each
\$5.50 each

TURNAROUND TIME

3 working days
24 hour
Same Day

- TCCDD will send samples for testing to:

Accurate Analytical Testing, LLC.
30105 Beverly Road
Romulus, MI 48174
Attn: Chemistry Lab

and will state the turnaround time desired to receive the test results for each sample.

- Accurate Analytical Testing will provide the test results by way of email using its standard PDF or Excel formats within the turnaround time requested. Any custom reporting formats may require additional fees, which shall be disclosed to and approved by TCCDD prior to Accurate Analytical Testing preparing such custom reporting. Accurate Analytical Testing will submit an invoice to TCCDD corresponding to the test results delivered.
- Once TCCDD receives both the test results and an invoice for the services completed, TCCDD will pay Accurate Analytical Testing the amount due on or before thirty (30) days from the receipt of said invoice and results.

IV.

CONFIDENTIALITY

All information regarding Accurate Analytical Testing's work under this contract shall be held in strictest confidence unless pre-approved in writing by both TCCDD and Accurate Analytical Testing or unless disclosure is required by law or court order.

V.

WARRANTY

Accurate Analytical Testing agrees that the Services will be performed in accordance with generally and currently accepted principles and practices for lead dust wipe analysis. This warranty is in lieu of all other warranties express or implied.

VI.

THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas law.

Accurate Analytical Testing acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by Law.

VII.

ANTI-BOYCOTT STATUTES

A. Boycott of Energy Companies Prohibited

In compliance with Section 2274.002 of the Texas Government Code, CONTRACTOR verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

B. Boycott of Israel Prohibited

In compliance with Section 2271.002 of the Texas Government Code, CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott Israel" is defined by Texas Government Code in Section 808.001.

C. Discrimination Against Firearm Entities or Firearm Trade Associations (FTAs)

In compliance with Section 2271.002 of the Texas Government Code, CONTRACTOR verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or FTA; and will not discriminate during the term of the above-described contract against a firearm entity or FTA. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2271.001(3) of the Texas Government Code and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established

policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

D. Scrutinized Business Operations Prohibited

In compliance with Section 2252.151 et seq. of the Texas Government Code, CONTRACTOR warrants and represents that: neither CONTRACTOR nor any of its affiliates engages in scrutinized business operations in Sudan, Iran, or with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. CONTRACTOR further represents and warrants that neither CONTRACTOR nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

E. Terms

CONTRACTOR must adhere to Anti-Boycott Statutes if:

Contractor company is a for-profit entity or business; Company has ten (10) or more full-time employees; and this contract has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the government entity.

VIII.

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.

IX.

GOVERNING LAW AND VENUE

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

X.

ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the Tarrant County, Texas is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for the District's fiscal years subsequent to that in which funds for this Agreement are first allocated, the District may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

XI.

ENTIRE AGREEMENT

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the Laws of the State of Texas and venue for any action under this contract shall be in the district courts of Tarrant County, Texas.

XII.

TERMINATION AND NOTICES

This contract may be terminated by either party by providing written notice to the other party at least thirty days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

TCCDD:

Tarrant County Community Development
Department
Attn: Brad Hearne
2501 Parkview Drive, Suite 420
Fort Worth, TX 76102

(817) 850-7940

**ACCURATE ANALYTICAL
TESTING:**

Accurate Analytical Testing
Group, LLC.
Attn: Robert A. Theys
30105 Beverly Road
Romulus, MI 48174

(734) 699-5227

* * *

Approved on the ____ day of _____, 2023, by Commissioners Court
Order No. _____.

TARRANT COUNTY, TEXAS

**ACCURATE ANALYTICAL TESTING
GROUP, LLC.**

Tim O'Hare
Tarrant County Judge


Authorized Agent

Date: MAR 15 2023

APPROVED AS TO FORM: _____

Criminal District Attorney's Office*

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

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor