

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

**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 City 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 City by the County Medical Examiner's Office and Forensic Laboratories;

## 1. DESCRIPTION OF WORK

For the consideration hereinafter agreed to be paid to County by City, County shall provide toxicological analysis and other similar forensic laboratory services for the Arlington Police Department, hereinafter called the "Services." The Services are to be performed in a competent and professional manner, and performance shall conform to applicable professional standards for the Services. County shall also perform the Services in a timely

manner, consistent with the needs of the Arlington Police Department.

## 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 the City of Arlington.

## 3. PAYMENT FOR SERVICES

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 for services performed between October 1, 2021 and September 30, 2022 is attached and incorporated within as Exhibit A. The agreed upon fee schedule for services performed between October 1, 2022 and September 30, 2024 is attached and incorporated within as Exhibit B. 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 the term of this Agreement shall not exceed **\$1,500,000 (One Million Five Hundred Dollars)**. 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 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 City and County.

## 4. TERM

This Agreement shall be retroactively effective to October 1, 2021 and terminate on September 30, 2024, unless sooner terminated in accordance with the provisions of this Agreement. After expiration of the initial term, the Parties may renew this Agreement annually on the same terms and conditions, subject to approval by the governing body of each Party.

## 5. BREACH OF AGREEMENT

County and City 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. County shall invoice City for any work performed prior to termination but not paid within 30 days after termination of the Agreement, and City shall pay said invoices within thirty (30) days of receipt of the invoice in accordance with the Texas Prompt Payment Act.

## 6. 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 City. 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 City, or making any of County's employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its own employees.

## 7. RESPONSIBILITY

City 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 City, 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.

## 8. CONFLICTS OF INTEREST

County warrants to the City 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, City 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. City further warrants that it will make prompt disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement.

9. TERMINATION

In the event of a non-appropriation of funding by the City's City Council, the City 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. County shall invoice City for any work performed prior to termination but not paid within 30 days after termination of the Agreement, and City shall pay said invoices within thirty (30) days of receipt of the invoice in accordance with the Texas Prompt Payment Act.

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. City will compensate County in accordance with the terms of this Agreement for all Services performed for the benefit of City prior to the effective date of such notice. County shall invoice City for any work performed prior to termination but not paid within 30 days after termination of the Agreement, and City shall pay said invoices within thirty (30) days of receipt of the invoice in accordance with the Texas Prompt Payment Act.

10. 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 City, to:

Alexander Jones, Chief of  
Police  
City of Arlington  
620 W. Division St.  
Arlington, TX 76011

If intended for County, to:

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

#### 11. RIGHT OF REVIEW AND AUDIT

County agrees that the City 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 City 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 City 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 City 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 City 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 City shall reserve the right to conduct a yearly on-site visit of the County's laboratories in which the City'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 City 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

City 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 City 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 City's or County's right to assert or rely upon any such term or right on any future occasion.

16. APPLICABLE LAWS

This Agreement is entered into subject to the Charter and ordinances of the City of Arlington, as amended, and all applicable state and federal Laws.

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 City 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 City 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 City 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 City 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 \_\_\_\_\_ 2023.

**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.

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
ALEXANDER JONES  
Chief of Police

ATTEST

\_\_\_\_\_  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

BY \_\_\_\_\_