



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 10
DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY, D/B/A TARRANT COUNTY MEDICAL EXAMINER'S
OFFICE AND THE CITY OF DALLAS THROUGH THE DALLAS POLICE
DEPARTMENT FOR THE PROVISION OF FORENSIC LABORATORY
SERVICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County, d/b/a Tarrant County Medical Examiner's (TCME) Office and the City of Dallas through the Dallas Police Department (DPD) for the provision of forensic laboratory services.

BACKGROUND

DPD is requesting the TCME's Office to provide forensic analysis that includes Biology/DNA, Firearms/Toolmark, Toxicology and/or Drug Chemistry analysis.

With approval, TCME's Office will provide forensic laboratory services to the DPD in an amount not to exceed \$500,000.00. DPD shall be solely responsible for monitoring payments under this agreement, and the not-to-exceed amount shall not relieve DPD of its obligation to pay Tarrant County for services rendered at DPD's request. The term of this ILA is from September 1, 2024 through September 30, 2028. Either party may terminate the agreement in whole or in part for their convenience upon thirty (30) days advance written notice to the other party.

The Criminal District Attorney's Office has approved this ILA as to form.

FISCAL IMPACT

The increased revenues that Tarrant County will receive through this ILA will be dependent upon the number of requests for services that TCME's Office receives.

SUBMITTED BY	Medical Examiner	PREPARED BY:	Kelly Clark
		APPROVED BY:	Dr. Kendall Crowns



CO# 144089

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TARRANT COUNTY, D/B/A TARRANT COUNTY MEDICAL
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DALLAS POLICE DEPARTMENT FOR THE PROVISION OF FORENSIC
LABORATORY SERVICES**

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SUBMITTED BY

Medical Examiner

PREPARED BY:

Kelly Clark

APPROVED BY:

Dr. Kendall Crowns

STATE OF TEXAS

208

COUNTY OF TARRANT

202

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF DALLAS through the Dallas Police Department, a city government agency, located in Dallas County, Texas, hereinafter called "DPD," 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 DPD 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 DPD by the County Medical Examiner's Office 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 DPD, County shall provide the following services:

- A. Analyze evidence submitted by DPD requesting forensic analysis according to available services on the published County fee schedule.

- B. Accept forensic 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. Volume of case submissions may be directed by the County with written notification to DPD.
- D. Identify submission requirements.
- E. Evidence may be delivered to County by a representative of the DPD or shipped overnight through a trackable courier.
- F. County is responsible for notification to DPD to arrange for evidence return.
- G. Completed analysis reports will be available to the DPD requesting representative.
- H. Cases submitted to County from DPD 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.
- 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.

DPD understands or will perform the following:

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

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 DPD.

3. PAYMENT FOR SERVICES

Upon completion of the work by County, DPD 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. DPD will be responsible for paying for testing, and related fees in connection with

services provided by County pursuant to the provisions of this Contract. In the event a forensic service is unable performed by the County, DPD will be responsible for testing fees for completed services rendered. The agreed upon fee schedule for services performed between September 1, 2024 and September 30, 2028 is attached and incorporated within as Exhibit A. In the event County changes the fee schedule, written notice will be sent to DPD 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 DPD to County within thirty (30) days of receipt of County's invoices. Each invoice shall be accompanied by sufficient documentation as required by DPD. However, total payments by DPD during the term of this Agreement shall not exceed **\$500,000.00 (Five Hundred Thousand Dollars)**. DPD shall be solely responsible for monitoring payments under this Agreement, and the not-to exceed amount shall not relieve DPD of its obligation to pay County for Services rendered at DPD'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 DPD and County.

4. TERM

This Agreement shall be effective beginning September 1, 2024 and terminate on September 30, 2028, unless sooner terminated in accordance with the provisions of this Agreement.

5. BREACH OF AGREEMENT

County and DPD 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.

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

7. RESPONSIBILITY

DPD 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 DPD, 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 DPD 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, DPD 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. DPD 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 DPD, the DPD 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. DPD will compensate County in accordance with the terms of this Agreement for all Services performed for the benefit of DPD prior to the effective date of such notice.

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 DPD, to:

Eddie Garcia,
Chief of Police
Dallas Police Department,
1400 Botham Jean Blvd.
Dallas, TX 75215

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

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

16. APPLICABLE LAWS

DPD 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 Chapter 262, Texas Local Government Code.

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 DPD 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 DPD 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 DPD 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 DPD 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.

DALLAS POLICE DEPARTMENT:
Recommended By:

EDDIE GARCIA
CHIEF OF POLICE

Date: _____

APPROVED AS TO FORM
Tammy Palomino
City Attorney

CITY OF DALLAS
Kimberly Bizer Tolbert
Interim City Manager

BY: _____
Assistant City Attorney

BY: _____
Chief of Public Safety

Consideration of an Interlocal Agreement between Tarrant County, d/b/a Tarrant County Medical Examiner's Office and the City of Dallas Through the Dallas Police Department for the Provision of Forensic Laboratory Services

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a stylized flourish at the end.

Tim O'Hare
County Judge

STATE OF TEXAS

§

COUNTY OF TARRANT

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Eddie Garcia,
Chief of Police
Dallas Police Department,
1400 Botham Jean Blvd.
Dallas, TX 75215

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

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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

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

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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 DPD 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 DPD 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 DPD 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 DPD 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.

DALLAS POLICE DEPARTMENT:
Recommended By:

EDDIE GARCIA
CHIEF OF POLICE

Date: _____

APPROVED AS TO FORM
Tammy Palomino
City Attorney

CITY OF DALLAS
Kimberly Bizer Tolbert
Interim City Manager

BY: _____
Assistant City Attorney

BY: _____
Chief of Public Safety