



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 11
DATE: 12/17/2024

**SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY, D/B/A TARRANT COUNTY MEDICAL EXAMINER'S
OFFICE AND THE CITY OF FORT WORTH 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 Fort Worth for the provision of forensic laboratory services.

BACKGROUND

The City of Fort Worth is requesting the TCME's Office to provide forensic analysis that includes Biology/DNA and Toxicology analysis.

With approval, TCME's Office will provide forensic laboratory services to the City of Fort Worth under this ILA in an amount not to exceed \$100,000.00. The City of Fort Worth shall be solely responsible for monitoring payments under this agreement, and the not-to-exceed amount shall not relieve the City of Fort Worth of its obligation to pay Tarrant County for services rendered at the City's request.

The term of this ILA is from October 1, 2024 through September 30, 2025, and shall have three (3) one (1) year options to renew. 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

STATE OF TEXAS
COUNTY OF TARRANT

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§

**INTERLOCAL AGREEMENT
BETWEEN TARRANT COUNTY, TEXAS AND
THE CITY OF FORT WORTH**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH**, a home rule municipality located in Tarrant County, Texas, hereinafter called "City," and **TARRANT COUNTY**, a political subdivision of the State of Texas, acting on behalf of the **TARRANT COUNTY MEDICAL EXAMINER'S OFFICE**, hereinafter called "County," each individually referred to as a "party" and collectively referred to as the "parties."

WHEREAS, the Texas Legislature 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 making payments for the performance of governmental functions hereunder, shall make such performance or such 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 services provided to City by the Tarrant 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 City, County shall provide the following services ("Services"):

- A. Accept forensic cases over the course of this Agreement; however, the County shall reserve the right to refuse acceptance of any case with written justification.
- B. Complete forensic analysis on evidence submitted by City for each forensic case for a fee in accordance with the published County fee schedule.
- C. Direct volume and frequency of case submissions by a written notification to City.
- D. Identify submission requirements.

- E. Record Sexual Assault Kits (SAKs) submitted for DNA analysis within Track-Kit database and Combined DNA Index System (CODIS) for eligible cases within ninety (90) days of receipt.
- F. Notify City upon completion of SAKs recording for the City to arrange for evidence return.
- G. Make completed analysis reports available to the requesting City representative <mailto:>.

In providing Services, County shall comply with the following obligations:

- H. County will not outsource cases submitted to County from City to a lab outside of the County Laboratory for forensic analysis. County may utilize County authorized external technical reviewer for verifications and technical reviews.
- I. County will follow all accreditation and licensing requirements set forth by Article 38, Code of Criminal Procedure and make available the relevant Standard Operating Procedure, Quality Manual, and most recent external assessment accreditation documentation for review.

City understands and will comply with the following restrictions:

- J. City will deliver evidence to County by a representative of the City or by a trackable courier for overnight delivery.
- K. City will coordinate the transfer of forensic evidence to the County based on a timeline set by the County.
- L. City will be responsible for shipping costs incurred for transfer of evidence to the County and back to City.

2. VOLUME OF WORK

It is understood and agreed upon that: (a) no guarantees of volume of work are made by this Agreement; and (b) County is not designated as the exclusive contractor of these services for City. However, the County shall make a good faith effort to accept service requests weekly, as needed, with a maximum limit of five (5) SAKs and ten (10) Legal Alcohol and Drug Screen without submission preauthorization. The additional volume of services for DNA, unrelated to SAKs and Firearm-related services will be approved by the County prior to submission on an individual basis.

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. Testing fees will be billed separately from any other fees. City will be responsible for paying for testing, and related fees in connection with services provided by County pursuant to the provisions of this Agreement. In the event a forensic service is performed by the County, City will be responsible for testing fees for completed services rendered. The agreed upon fee schedule for services performed between October 1, 2024 and September 30, 2025 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, notwithstanding anything contained here, total payments by City to the County during the term of this Agreement shall not exceed One Hundred Thousand Dollars and 00/100 (\$100,000.00).** 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. All payments from the City to the County under this Agreement shall be from current revenues legally available to the City.

4. TERM

This Agreement shall be effective beginning October 1, 2024 and shall terminate on September 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. City shall have three (3) one (1) year options to renew this Agreement by the written agreement by both City and County. City and County may add additional renewal options at any time by written agreement.

5. BREACH OF AGREEMENT

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 not to exceed fifteen (15) days following the receipt of notice, the non-breaching party shall have the right to immediately terminate this Agreement. All due payments for work completed prior to the termination of this Agreement will be paid within thirty (30) days following 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 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, excluding any evidence submitted by City for analysis, 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. CONFLICT OF INTEREST

County warrants to the City that it has made full disclosure in writing of any existing or potential conflict(s) of interest related to the services to be performed hereunder, if any. County further warrants that it will make prompt disclosure in writing of any conflict(s) 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 conflict(s) of interest related to the services to be performed hereunder, if any. City further warrants that it will make prompt disclosure in writing of any conflict(s) of interest that develop subsequent to the signing of this Agreement, if any.

9. TERMINATION

In the event of a non-appropriation of funding by City, 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 and all work started by County prior to termination of agreement will be completed and will be paid for within thirty (30) days of invoice receipt.

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.

10. NOTICES

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party shall be made by personal delivery, 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 upon receipt or three (3) days after the postmark date, whichever is sooner.

If intended for City, to:

Neil Noakes
Chief of Police
Fort Worth Police Department
505 W. Felix St.
Fort Worth, Texas 76115

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

City shall, for three (3) years after the final payment made under this Agreement, have the right to access and examine any directly pertinent books, documents, papers, and records of the agreement involving transactions relating to this Agreement. City shall have access during County hours of operation 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 shall include in all of its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, for three (3) years after making the final payment under this Agreement, 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 have the right to conduct a yearly on-site visit to 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 null and 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

City certifies that it has the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

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 applicable governing bodies of City or County have approved the execution of this Agreement, if required, and the persons signing the Agreement have been duly authorized by the applicable governing bodies 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 shall 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 _____ 2024.

[signature pages follow]

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.

THE CITY OF FORT WORTH

By: _____
William Johnson
Assistant City Manager

Date: _____

Recommended By:

By: _____
Neil Noakes
Chief of Police

Approved as to form and legality:

By: _____
Hye Won Kim
Assistant City Attorney

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.

By: _____
Name: _____
Title: _____

CO#144486



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

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(Fully executed)

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OFFICIAL RECORD CITY SECRETARY FT. WORTH, TX
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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

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The applicable governing bodies of City or County have approved the execution of this Agreement, if required, and the persons signing the Agreement have been duly authorized by the applicable governing bodies 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 contemporaneous 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.

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EXECUTED this the _____ day of _____ 2024.

[signature pages follow]

TARRANT COUNTY, TEXAS

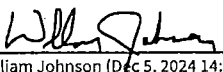
By: _____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

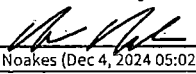
*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

THE CITY OF FORT WORTH

By: 
William Johnson (Dec 5, 2024 14:02 CST)
William Johnson
Assistant City Manager

Date: Dec 5, 2024

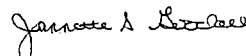
Recommended By:

By: 
Neil Noakes (Dec 4, 2024 05:02 CST)
Neil Noakes
Chief of Police

Approved as to form and legality:

By: *Jerris Mapes, signing for*
Jerris Mapes, signing for (Dec 3, 2024 13:53 CST)
Hye Won Kim
Assistant City Attorney

City Secretary:

By: 
Jannette S. Goodall
City Secretary



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.

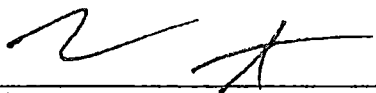
By: *Kathryn Ages-Dow*
Name: Loraine Coleman
Title: Administrative Services Manager

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

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.

THE CITY OF FORT WORTH

By: _____
William Johnson
Assistant City Manager

Date: _____

Recommended By:

By: _____
Neil Noakes
Chief of Police

Approved as to form and legality:

By: _____
Hye Won Kim
Assistant City Attorney

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.

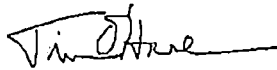
By: _____
Name: _____

Title: _____

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

SIGNED AND EXECUTED this 17 day of December, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a horizontal line extending to the right.

Tim O'Hare
County Judge
12/19/2024

Tarrant County Medical Examiner's Office
Fee Schedule
Effective 10/01/2024 - 09/30/2025

EXHIBIT A

Forensic Laboratory Services				
Item	Description	Unit	FY23-FY24	FY25
Biology and DNA				
5723	Biological Fluid Screening of cuttings/swabs	item	\$100	\$100
5724	Biological Fluid Screening of physical evidence	item	\$130	\$130
5725	Y Screening	item	New	\$100
5727	DNA Extraction & Quantitation	sample	\$275	\$275
5728	DNA STR Analysis	sample	\$350	\$350
5729	DNA YSTR Analysis	sample	\$350	\$350
5730	Biological Evidence collection	item	\$35	\$35
NEW	Comparison of profiles only	profile		\$50
NEW	Vendor review for CODIS upload	profile		\$100
Drug Chemistry				
5731	Marihuana or plant-like material, single exhibit	sample	\$130	\$130
5732	Marihuana or plant-like material, additional exhibit(s)	sample	\$80	\$80
5733	Powder, Crystal or Liquid substance, single exhibit	sample	\$130	\$130
5734	Powder, Crystal or Liquid substance, additional exhibit(s)	sample	\$80	\$80
5735	Syringe and Liquid Content, single exhibit	sample	\$130	\$130
5736	Syringe and Liquid Content, additional exhibit(s)	sample	\$80	\$80
5737	Visual Identification of tablet or capsule, single exhibit	sample	\$35	\$35
5738	Tablet, single exhibit	sample	\$130	\$130
5739	Tablet, additional exhibit(s)	sample	\$80	\$80
5740	Drug Chemistry Bulk Analysis (5 or more subexhibits from single	exhibit	\$385	\$385
5741	Weight Determination only	sample	\$45	\$45
Evidence				
5742	Shipping Fee - evidence or property	each	\$180	\$180
5743	Specimen Long-term Storage Fee per year	case	\$65	\$65
Firearm & Toolmarks				
5744	Evaluation of Ammunition	item	\$80	\$80
5745	Examination and Evaluation of a Firearm	firearm	\$200	\$200
5746	Ammunition Comparison, firearm and first comparison	item	\$230	\$230
5747	Ammunition Comparison, additional comparison	item	\$70	\$70
5748	Toolmark Comparison (e.g., per chain link)	item	\$220	\$220
5749	Range Determination, Rifled Barrels	firearm	\$500	\$500
5750	Range Determination, Smoothbore	firearm	\$365	\$365
5751	Serial Number Restoration	item	\$300	\$300
5752	Gunpowder Evaluation only	item	\$140	\$140
5753	Fracture Match Comparison	item	\$80	\$80
Latent Prints				
5754	Visualization of Latent Prints on an object	item	\$130	\$130
5755	Visualization of Latent Prints on a body	body	\$575	\$575
NEW	Comparison of Latent Prints	each		\$145
5757	Evaluation of Processed Latent Print, per print	each	\$95	\$95
Miscellaneous				
5759	Completion of Notarized Affidavit	each	\$30	\$145
5760	Subpoena Witness Fee	each	\$11	\$11

Tarrant County Medical Examiner's Office

Fee Schedule

Effective 10/01/2024 - 09/30/2025

EXHIBIT A

Forensic Laboratory Services				
Item	Description	Unit	FY23-FY24	FY25-FY26
5761	Miscellaneous Records Fee	page	\$0.10	\$0.10
5762	Court Testimony - Technicians and Analysts	hour	\$600	\$650
5763	Travel and Court Wait Time for testimony	hour	\$100	\$110
5758	Current Trends Conference Annual Conference	person	\$275	\$275
Toxicology				
5764	Legal Alcohol (2 analyses) with affidavit	each	\$165	\$165
5765	Legal Alcohol and Drug Screen (ABN and ELISA) with affidavit	each	\$450	\$450
5766	Legal Toxicology Comprehensive Quantitative Analyses, multiple specimens	case	\$650	\$650
5767	Drug Facilitated Crime Toxicology Analyses (Alcohol, ABN, ELISA, GHB, and Rohypnol)	case	\$650	\$650
5768	Miscellaneous Toxicology Testing (Carbon Monoxide, Volatiles, GHB, or other)	each	\$110	\$110