



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145233

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DATE: 5/20/2025

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY CRIMINAL
DISTRICT ATTORNEY'S OFFICE AND SAFEHAVEN OF TARRANT
COUNTY FOR PAYMENT OF FEES IN CONNECTION WITH EXPERT
WITNESS TESTIMONY IN FELONY CASES**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the approval of a Memorandum of Understanding (MOU) Tarrant County, d/b/a Tarrant County Criminal District Attorney's Office (CDA) and SafeHaven of Tarrant County to establish the roles, responsibilities and working relationship concerning the use of expert witnesses in felony cases involving intimate partner violence.

BACKGROUND

To successfully prosecute felony cases involving intimate partner violence, the Criminal District Attorney often requires testimony from qualified expert witnesses. SafeHaven of Tarrant County provides access to these experts through the SafeHaven Expert Witness Guild.

This MOU will establish the roles and responsibilities of both SafeHaven and the CDA's Office, including the payment of fees for expert testimony at a rate of \$375.00 per hour for testimony exceeding four (4) hours.

With approval of the MOU, the CDA's Office will continue to utilize the testimony of qualified experts necessary to successfully prosecute felony intimate partner violence cases. The term of the MOU is two (2) years from the date of signing, unless terminated by either party.

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

FISCAL IMPACT

The fiscal impact is on an as-needed basis for expert witness testimony. Fees will incur only after testimony has exceeded four (4) hours. The fees will be expensed from account 585142 Expert Witness Serv /10000-2025 General Fund /4510300000 CDA Cost Center.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

Memorandum of Understanding Between
SafeHaven of Tarrant County
And
Tarrant County d/b/a Tarrant County
Criminal District Attorney

This Memorandum of Understanding (MOU) is made and entered into on February 17, 2025, by and between SafeHaven of Tarrant County (SafeHaven), 1010 N. Center Street, Arlington, TX 76011 and Tarrant County d/b/a Tarrant County Criminal District Attorney (Attorney).

1) Purpose

The purpose of this MOU is to establish the roles, responsibilities, and working relationship between SafeHaven and Attorney/Attorney group regarding the use of expert witnesses in felony cases involving intimate partner violence (IPV). This MOU outlines the expectations for communication, scheduling, payment processes, and data collection for grants for expert witness testimony provided by SafeHaven guild members.

2) SCOPE

This MOU applies to all cases in which Attorney requests expert witness testimony from SafeHaven's Expert Witness Guild in IPV-related felony cases.

3) ROLES AND RESPONSIBILITIES

a) SafeHaven Responsibilities:

SafeHaven agrees to:

- a. Provide access to qualified expert witnesses from the SafeHaven Expert Witness Guild for testimony in IPV felony cases.
- b. Maintain and provide an updated internet site with profiles, bios, CVs, and headshots of all expert guild members for attorney partners to review and select the most suitable expert for each case.
- c. Monitor the scheduling of expert witness testimony, including pretrial consultations and court appearances.
- d. Ensure expert witnesses submit time logs and other required documentation for payment processing in a timely manner.
- e. Provide training and ongoing support to expert witnesses to ensure they are prepared to testify and meet all court requirements.
- f. Ensure timely communication with attorney partners throughout the case, including updates on the availability of expert witnesses and any documentation or procedural needs.
- g. Ensure to track and store all required documentation for trials such as subpoenas and expert witness time logs.

b) Attorney Responsibilities

Attorney agrees to:

- a. Review and select appropriate expert witnesses from the SafeHaven Expert Witness Guild via the provided internet site.
- b. Ensure clear and timely communication with SafeHaven's Expert Witness Program Manager and expert witness guild member regarding scheduling needs and court dates.

- c. Coordinate with the selected expert witness and SafeHaven for all pretrial consultations, testimony preparation, and court appearances.
- d. Provide subpoena or court document requesting expert witness testimony for each case.
- e. Submit the required documentation, including the Memorandum of Understanding (MOU) Trial Outcome Form, subpoenas/court documents, to SafeHaven for grant reporting and record-keeping purposes.
- f. Provide timely feedback to SafeHaven regarding trial outcomes and expert witness performance for ongoing program improvements.
- g. Attend training with the SafeHaven program manager on the process of requesting guild members expert witness testimony.

4) BILLING & PAYMENT

- a) SafeHaven shall assess expert witness fees to attorney partners engaged in felony trials. SafeHaven reserves the right to bill for compensation at a rate of \$375.00 per hour for any time exceeding four (4) hours spent at the courthouse providing expert testimony.
- b) SafeHaven will process payments for expert witness services based on time logs submitted by guild members.
- c) The attorney agrees to assist in providing any required and accurate documentation to ensure timely payment of expert witnesses.
- d) Invoices will be processed by SafeHaven's finance department upon receipt of accurate and complete time logs from the expert witness and confirmation from Attorney.

5) CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all sensitive and privileged information obtained in the course of working on IPV felony cases, in accordance with applicable laws and professional standards. Expert Witness Guild members are familiar with the Texas Rule of Evidence 614 as well as SafeHaven's confidentiality obligations under the Texas Human Resource Code, Subtitle E, Title 2, Chapter 51.

6) COMMUNICATION

All communication regarding the scheduling of expert witness testimony and related matters will be handled through the SafeHaven Expert Witness Guild Manager, who will serve as the primary point of contact for both SafeHaven and Attorney.

7) DATA AND REPORTING

Attorney agrees to complete and submit the Trial Outcome Form to SafeHaven within 30 days following the conclusion of each trial in which an expert witness was used. This data will be used for grant reporting and program evaluation purposes. If this form is left incomplete, the Expert Witness will not be compensated, and the case will remain unresolved in SafeHaven records.

8) TERMS

- a) This MOU is effective as of the date of signing and will remain in effect for two years from the date of signing, unless terminated by either party in accordance with Section 9.
- b) This MOU may be modified or amended in writing by mutual agreement between the parties.

- c) If any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
- d) This MOU contains the entire agreement of the parties, there are no other promises or conditions whether oral or written concerning the subject matter of the MOU.
- e) This MOU supersedes any prior written or oral agreements between the parties.


9) TERMINATION

This MOU may be terminated by either party hereto by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

10) ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this MOU, by their duly authorized representatives, to be effective as of the last date of signature of the parties hereto.


Authorized Representative, Tarrant County d/b/a Tarrant County Criminal District Attorney

Name: 
Title: District Attorney
Date: 5/16/25

Authorized Representative, SafeHaven of Tarrant County

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

A handwritten signature in blue ink, consisting of a stylized 'V' followed by a cursive 'K'.

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.