

City of Houston, Texas Ordinance No. 2024-223

AN ORDINANCE APPROVING AND AUTHORIZING A THIRD AMENDMENT TO THE FIRST INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON AND HOUSTON FORENSIC SCIENCE CENTER, INC. (PREVIOUSLY APPROVED BY RESOLUTION NO. 2012-17 AND ORDINANCE NOS. 2014-165, 2019-0117, AND 2020-898) TO AMEND CERTAIN TERMS AND CONDITIONS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said agreement without further authorization from Council.

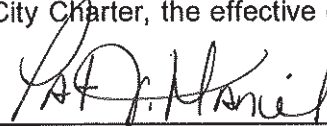
Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 10th day of April, 2024.

APPROVED this ____ day of _____, 2024.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is APR 16 2024.



City Secretary

(Prepared by Legal Department 6649061A261241A)
(RG/anv 04/02/2024) Senior Assistant City Attorney II
(Requested by Chris Newport, Chief of Staff, Mayor's Office)
LD-CON-0000001497

Meeting 4/10/2024

Aye	No	
✓		Mayor Whitmire
....	Council Members
✓		Peck
✓		Jackson
✓		Kamin
✓		Evans-Shabazz
✓		Flickinger
✓		Thomas
✓		Huffman
✓		Castillo
✓		Martinez
Absent		Pollard
✓		Castex-Tatum
✓		Ramirez
✓		Davis
✓		Carter
✓		Plummer
✓		Alcorn
Caption	Adopted	

Captions Published in DAILY COURT REVIEW

Date: 4/16/2024

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THIRD AMENDMENT TO FIRST INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT TO THE FIRST INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON AND HOUSTON FORENSIC LGC, INC. (the “Third Amendment”) made on the date countersigned by the City Controller (“Third Amendment Effective Date”) by and between the **CITY OF HOUSTON, TEXAS** (the “City”), a Texas Home Rule City principally situated in Harris County, and **HOUSTON FORENSIC SCIENCE CENTER, INC.** (“HFSC”), a Texas local government corporation.

RECITALS

WHEREAS, pursuant to Resolution No. 2012-17, passed and adopted by City Council on June 6, 2012, City Council created the Houston Forensic Science LGC, Inc. (“HFSLGC”), a local government corporation, to operate a forensic science center to provide the City with accurate and timely analysis of forensic evidence and related services, which would enhance the welfare and safety of the public and which is independent from actual or perceived influence by law enforcement, prosecutors, elected officials, and special interest groups;

WHEREAS, pursuant to Ordinance No. 2014-165, passed and adopted by City Council on February 26, 2104, the City and HFSLGC entered into that certain First Interlocal Agreement Between The City of Houston and Houston Forensic Science Center LGC, Inc. (Contract No.460012561) (the “Original Agreement”), whereby the City transferred to HFSLGC the control of and responsibility for the forensic operations relating to analysis of forensic evidence and related services;

WHEREAS, HFSLGC has since changed its name to Houston Forensic Science Center, Inc. (“HFSC”);

WHEREAS, pursuant to Ordinance No. 2019-0117, passed and adopted by City Council on February 20, 2019, the City and HFSC entered into a first amendment to the Original Agreement countersigned by the City Controller on March 6, 2019 (“First Amendment”);

WHEREAS, pursuant to Ordinance No. 2020-0898, passed and adopted by City Council on October 21, 2020, the City and HFSC entered into a second amendment to the Original Agreement countersigned by the City Controller on October 26, 2020 (“Second Amendment”); and

WHEREAS, the Parties now desire to amend certain terms and conditions of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment, the City and HFSC agree as follows:

ARTICLE I.

The definition of “2011 Meet and Confer” in Article 1 is amended as follows:

““2011 Meet and Confer” means the “Meet and Confer Agreement between the Houston Police Officers’ Union (HPOU) as Majority Bargaining Agent for all Police Officers and the City of Houston, Texas for Fiscal Years 2011 through 2015,” together with any amendment or replacement of the said agreement, including the “2022 Meet and Confer Agreement between the Houston Police Officers’ Union (HPOU) as Majority Bargaining Agent for all Police Officers and the City of Houston, Texas through June 30, 2025, to the extent the amendment or replacement is not inconsistent with a material term of this Agreement.”

ARTICLE II

The definition of “Civilians” in Article 1., Definitions, is deleted in its entirety and replaced with the following:

““Civilians” means the person listed on Exhibit “A.” As of the Mayor’s Signature Date, each Civilian (a) is employed by the City in the stated job classification and under the stated employee number; (b) is supervised by HPD; but (c) is not an

employee within the scope of Section 143.0003(5), Texas Local Government Code. Exhibit "A" may be amended from time to time without the need of a written amendment of this Agreement, provided that the Chief of Police, the City's HR Director, and the Executive Director execute a signed Exhibit "A," which is then attached to this Agreement, and as of the date the City's HR Director signs the amended Exhibit "A," each Civilian meets the criteria set forth in the previous sentence."

ARTICLE III.

The definition of "Classifieds" in Article 1., Definitions, is deleted in its entirety and replaced with the following:

"Classifieds" means the person listed on Exhibit "B." As of the Mayor's Signature Date, each Classified (a) is employed by the City in the stated job classification and under the stated employee number; (b) is supervised by HPD; but (c) is an employee within the scope of Section 143.0003(5), Texas Local Government Code. Exhibit "B" may be amended from time to time without the need of a written amendment of this Agreement, provided that the Chief of Police, the City's HR Director, and the Executive Director execute a signed Exhibit "B," which is then attached to this Agreement, and as of the date the City's HR Director signs the amended Exhibit "B," each Classified meets the criteria set forth in the previous sentence."

ARTICLE IV.

The definition of "Forensic Operations" in Article 1., Definitions, is deleted in its entirety and replaced with the following:

"Forensic Operations" means the handling, collecting, storing, analyzing, disposing and destroying of property, including forensic evidence, collected or seized at crime scenes as regulated by federal, state and local laws, regulations, ordinances, and rules and the operations of:

- (a) The HPD Crime Lab, which consists of Toxicology, Controlled Substance, Forensic Biology (DNA), Firearms, and Crime Lab Quality Control; and
- (b) HPD's Identification Divisions, which consists of
 - (i) the Latent Print Laboratory, including Latent Print Evidence Processing, Latent Print Comparisons, and Latent Print Quality Control, but specifically excluding the Automated Fingerprint Information System ("AFIS");

- (ii) the Audio/Visual Laboratory;
 - (iii) the Digital Forensics Laboratory; and
 - (iv) the Crime Scene Units.
- (c) HPD's Property Division, which consists of:
- (i) Narcotics Evidence Receiving;
 - (ii) Narcotics Disposition/Disposal;
 - (iii) Property Intake/Retention;
 - (iv) Property Disposal;
 - (v) Property Disposition;
 - (vi) Administrative/Valuable Unit;
 - (vii) Administrative Computer Analyst; and
 - (viii) Audit Team,

as all such operations exist either thirty days prior to the Mayor's Signature Date on the Original Agreement or thirty days prior to the Mayor's Signature Date on any amendments to the Original Agreement."

ARTICLE V.

In the event of a conflict between the Original Agreement, the First Amendment, and this Third Amendment, this Third Amendment shall prevail.

ARTICLE VI.

All other terms and conditions of the Original Agreement, except as amended in this Third Amendment, shall continue in full force and effect.

{SIGNATURES FOLLOW}

Signatures

The Parties have executed this Third Amendment in multiple copies, each of which is an original. Each person signing this Third Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Third Amendment. Each Party represents and warrants to the other that the execution and delivery of this Third Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the Third Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Third Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**CONTRACTOR: HOUSTON FORENSIC
SCIENCE CENTER, INC., a Texas Local
Government Corporation**

By: 

Name: Peter Stout
Title: President and Chief Executive Officer

APPROVED AS TO FORM:

Akilah Mance

Name: Akilah Mance
Title: General Counsel, HFSC

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DS



TEST/SEAL:

DocuSigned by:

Pat Jefferson-Daniel

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City Secretary

CITY:

CITY OF HOUSTON, TEXAS

J. Whitmire

John Whitmire
Mayor

DocuSigned by:

Steven David

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COUNTY SIGNED BY:

Chris Hollins

Chris Hollins
City Controller

DocuSigned by:

Chanelle Clark

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APPROVED:

DocuSigned by:

Troy Finner

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Troy Finner
Police Chief, Houston Police Department

DocuSigned by:

Chris Newport

5212E0A10A44B7...

Chris Newport
Chief of Staff to the Mayor

Date of Countersignature:

4/22/2024

APPROVED AS TO FORM:

DocuSigned by:

Rachel Grier

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Senior Assistant City Attorney II
L.D. File No. LD-CON-0000001497