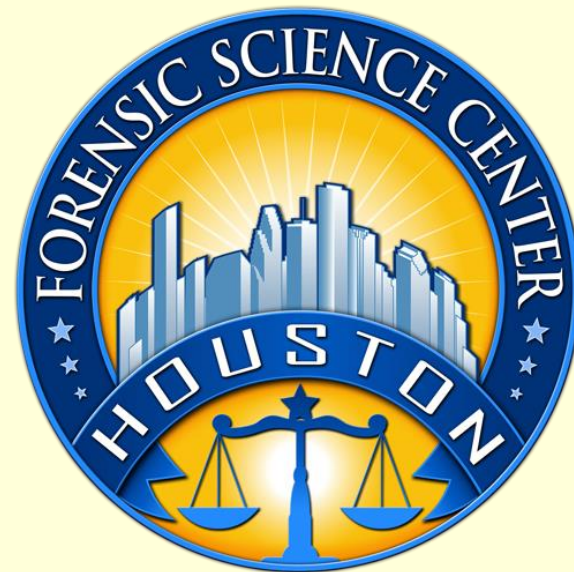


Interlocal Agreement  
**City of Houston**  
**Houston Forensic Science LGC, Inc.**



Public Safety & Homeland Security Committee  
February 11, 2014

# City of Houston Forensic Operations: Recent History

- 2002-2004 City learns of serious problems in HPD's forensic operations.
- April 2005 City hires Michael Bromwich to investigate HPD's forensic operations.
- June 2007 Bromwich issues detailed report.
- Ongoing** **Comprehensive efforts by HPD to correct managerial and operational problems.**
- 2009 National Academy of Sciences publishes *Strengthening Forensic Science in the United States: A Path Forward*.
- June 2012 Council approves creation of Houston Forensic Science LGC, Inc. ("HFSLGC").

- June 2012 Organizational meeting of HFSLGC Board.
- Oct. 2012 Council approves initial funding for HFSLGC.
- Oct. 2012 HFSLGC Board retains search firm to identify candidates for Executive Director.
- July 2013 HFSLGC hires Dan Garner as Exec. Director.
- Aug. 2013 HFSLGC contracts with Michael Bromwich for follow-up review of Crime Lab.
- Nov. 2013 HFSLGC hires Caresse Young as HR Director.
- Jan. 2014 HFSLGC hires Linda Harvey as CFO.
- Jan. 2014 Bromwich issues draft report concluding that, “on the whole, ... the [HPD] Crime Lab did a responsible job of implementing [his] recommendations.”

# Interlocal Agreement: Timeline

- 02.11.14 ILA presented to Public Safety Committee.
- 02.14.14 ILA approved by HFSLGC Board of Directors.
- 02.19.14 ILA approved by City Council.
- 02.24.14  
(approx.) ILA signed by Mayor and HFSLGC and countersigned by Controller.
- 03.24.14  
(approx.) “Management Date” (signature date + 30 days)  
HFSLGC assumes “responsibility for and control of the Forensic Operations.”

# Goals of Houston Forensic Science LGC, Inc.

- >>> Provide forensic services “characterized by *objective, scientifically rigorous standards and operational excellence, with management independent from actual or perceived influence* of law enforcement, prosecutors, elected officials, and special interest groups,” a goal consistent with the NAS Report.
- >>> Transition to financially self-sufficient, fee-for-service business model providing forensic services to the City, other jurisdictions, and defense counsel.
- >>> Achieve greater efficiency and preserve taxpayer funds by providing forensic services jointly with Harris County on terms acceptable to all parties.

# Key Terms of Interlocal Agreement: Personnel

1. Current personnel of Forensic Operations (both Civilians and Classifieds) will remain employees of City but will be managed by HFSLGC.
2. City will invoice HFSLGC for compensation and benefits paid by City to employees managed by HFSLGC.
3. **Civilians will receive same benefits & rights as other City employees**, including civil service and HOPE.
4. **Classifieds will receive same benefits & rights as other classified personnel**, including Meet & Confer.
5. Civilians and Classifieds who resign or retire from employment with City may be replaced by direct employees of HFSLGC (“New Hires”).

## **Key Terms of Interlocal Agreement: Property**

1. On Management Date, HFSLGC will gain exclusive, secure access to offices in 1200 Travis used by Forensic Operations.
2. On Management Date, City will transfer to HFSLGC most personal property used by Forensic Operations.
3. City and HFSLGC will negotiate commercially reasonable terms of HFSLGC's lease of physical spaces used by Forensic Operations.
4. City will allow HFSLGC to use vehicles and certain major equipment through June 2017 (the "Provisional Assets").
5. HFSLGC will research options for new forensic facility (especially important if City plans to sell 1200 Travis).

# Key Terms of Interlocal Agreement: Financial Support

1. On Management Date, City will transfer to HFSLGC all unspent “FY14 Forensic Funds” as defined by ILA.
2. HFSLGC will comply with Finance Department’s “Accounting Procedures and Standards” for LGCs, including submission of monthly financial statements.
3. By March 1 of each year, HFSLGC will submit draft budget for fiscal year commencing July 1.
4. City will provide limited indemnification through ILA’s declaration that HFSLGC and the New Hires are “covered persons” as defined by COH Code. However, ILA obligates HFSLGC to use its best efforts to obtain private liability insurance on or before Completion Date.