



COURT ORDER 2022-0179

2022 Interlocal Agreement with Collin County for Forensic Laboratory Services

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner JJ Koch, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: February 15, 2022

FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the recommendation from the Southwestern Institute of Forensic Sciences for the 2022 Interlocal Agreement with Collin County for the provision of forensic laboratory services and authorizes the County Judge to sign necessary documents on behalf of Dallas County.

Done in open Court February 15, 2022 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Cathy Self
Originating Department: Forensics

STATE OF TEXAS § INTERLOCAL AGREEMENT
 § FOR
COUNTY OF DALLAS § FORENSIC LABORATORY SERVICES

THIS CONTRACT ("Agreement") is made and entered into under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code by and between the COLLIN COUNTY, and DALLAS COUNTY, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES AT DALLAS. Both are political subdivisions of the State of Texas.

1. DESCRIPTION OF WORK

For the consideration hereinafter agreed to by the Parties, Dallas County shall provide forensic laboratory services for Collin County, Texas, hereinafter called the "Services" necessary to establish identity and determine cause and manner of death. The Services are to be performed in a competent and professional manner, and performance shall conform to applicable professional standards for the Services. Dallas County shall also perform the Services in a timely manner, consistent with the needs of Collin County. All test results will be emailed to Collin County and any unused samples will be either returned or disposed in accordance with the submission paperwork.

2. PAYMENT FOR SERVICES

Upon completion of periodic work by Dallas County, Collin County will pay Dallas County in accordance with the approved Southwestern Institute of Forensic Sciences Fee Schedule in effect at the time the Services requested are completed, within thirty (30) days of receipt of Dallas County's invoices. Each invoice shall be accompanied by sufficient backup information as required by Collin County. Collin County will pay these invoices under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

Dallas County may choose to amend and/or increase its fees but shall provide at least thirty (30) days advance written notice of any such amendment or fee increase to the fee schedule for any of the Services performed under this Agreement.

3. TERM

The term of this Agreement shall commence on upon award and continue in full force and effect through December 31, 2022 unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for additional one (1) year periods subject to the mutual agreement between the parties regarding the fee schedule for each year of the Agreement.

4. INDEPENDENT CONTRACTOR

Dallas 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 Collin County. Dallas County and its officers and employees shall exercise independent judgment in performing duties and responsibilities under this Agreement, and Dallas 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 Dallas County in the performance of this Agreement shall be construed as making Dallas County or its officers or employees the agents or employees of Collin County, or making any of Dallas County's employees eligible for the fringe benefits, such as retirement, insurance, and worker's compensation, which Collin County provides its own employees.

5. TERMINATION

Either party may terminate this Agreement in whole or in part for their convenience upon ninety (90) days advance written notice to the other party. Collin County 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 under this section.

6. NOTICES

Any notice certification or communication required or permitted to be given hereunder shall be deemed to be given when personally delivered, or if mailed, seventy-two (72) hours after deposit in the United States Mail, postage prepaid, certified, or registered, return receipt requested properly addressed to the contact person shown at the respective addresses set forth below, or as such other addresses as shall be specified by written notice delivered in accordance herewith:

If intended to Collin County, to:

Dr. William Rohr
Collin County Medical Examiner
700B Wilmeth Road
McKinney, Texas 75069

Collin County Administrator
Bill Bilyeu
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

With a copy to the following:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

If intended for Dallas County, to:

Honorable Clay Jenkins
Dallas County Judge
Administration Building
411 Elm Street
Dallas, Texas 75202-3317

With a copy to the following:

Dr. Jeffrey J. Barnard
Dallas County Southwestern Institute of Forensic Sciences
2355 North Stemmons Freeway
Dallas, Texas 75207

Russell Roden Chief, Civil
Division
Dallas County Criminal District Attorney's Office
500 Elm Street, Suite 6300
Dallas, Texas 75202-3317

7. RIGHT OF REVIEW AND AUDIT

Collin County may review any and all of the services performed by Dallas County under this Agreement. Collin County is hereby granted the right to audit, at Collin County's election, all records and billings relating to the performance of this Agreement. Dallas County agrees to retain such records for a minimum of three (3) years following completion of this Agreement.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

9. 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. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. 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.

12. RESPONSIBILITY

The Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, or other defenses available to the Parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents, or officers, shall be determined in accordance with comparative responsibility laws of Texas.

15. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to the Parties sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable Texas and federal law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the Parties have by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

16. ENTIRE AGREEMENT AND AMENDMENT

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 or amended without a written supplemental agreement of the parties and approval by each parties' respective governing body under Section 791.011(d) of the Texas Government Code.

17. FORCE MAJEURE

: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

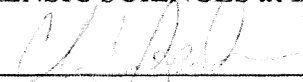
EXECUTED this the _____ day of _____, 2022, by Collin County, acting through its duly authorized officials pursuant to County Commissioners Court Order No. _____, dated _____ and by Dallas County, acting through its duly authorized officials pursuant to County Commissioners Court Order No. _____, dated _____.

Collin County, Texas

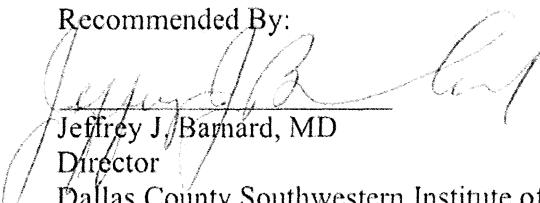
By: _____
Chris Hill, County Judge

Date: _____

**DALLAS COUNTY, on behalf of the
SOUTHWESTERN INSTITUTE OF
FORENSIC SCIENCES at DALLAS**

BY: 
Clay Lewis
Jenkins County
Judge

Recommended By:


Jeffrey J. Barnard, MD
Director
Dallas County Southwestern Institute of Forensic Sciences

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EXECUTED this the 4th day of MARCH, 2022, by Collin County, acting through its duly authorized officials pursuant to County Commissioners Court Order No. 2022-138-02-14, dated _____ and by Dallas County, acting through its duly authorized officials pursuant to County Commissioners Court Order No. 2022-0179, dated MARCH 8 2022.

Collin County, Texas

By: 
Chris Hill, County Judge

Date: 4 MAR 2022

**DALLAS COUNTY, on behalf of the
SOUTHWESTERN INSTITUTE OF
FORENSIC SCIENCES at DALLAS**

BY: _____
Clay Lewis
Jenkins County
Judge

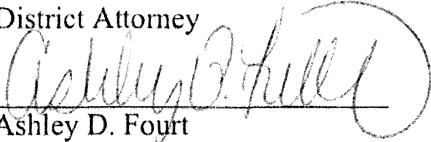
Recommended By:

Jeffrey J. Barnard, MD
Director
Dallas County Southwestern Institute of Forensic Sciences

Approved as to Form*:

DALLAS COUNTY

John Creuzot,
District Attorney

A handwritten signature in cursive script, appearing to read "Ashley D. Fourt", written over a horizontal line.

Ashley D. Fourt
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).