



COURT ORDER 2023-1279

2024 Interlocal Agreement for Forensic Laboratory Services with Collin County

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

BRIEFING DATE: November 7, 2023

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 an updated 2024 Interlocal Agreement for Forensic Laboratory Services with Collin County and authorizes the County Judge to sign necessary related documents on behalf of Dallas County.

Done in open Court November 7, 2023 by the following vote:

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

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Cathy Self
Originating Department: Forensics

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. Keng-Chih Su
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:

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 Lewis Jenkins
Dallas County Judge
Records Building
500 Elm Street, Suite 7000
Dallas, Texas 75202

With a copy to the following:

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

Barbara Nicholas, Chief
Dallas County District Attorney-
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 ^{4th} day of DECEMBER, 2023, by Collin County, acting through its duly authorized officials pursuant to County Commissioners Court Order No. 2023-114812-01 dated 12/4/23 and by Dallas County, acting through its duly authorized officials pursuant to County Commissioners Court Order No. _____, dated Nov 7, 2023.

Collin County, Texas

By:

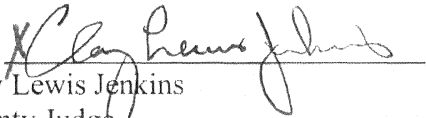

Chris Hill, County Judge

Date:

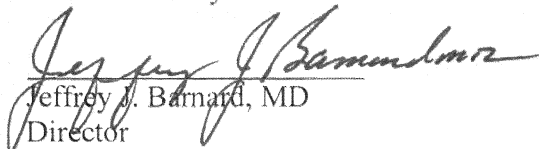
6 DECEMBER 2023

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

BY:


Clay Lewis Jenkins
County Judge

Recommended By:

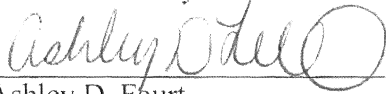

Jeffrey J. Barnard, MD
Director

Dallas County Southwestern Institute of Forensic Sciences

Approved as to Form*:

DALLAS COUNTY

John Creuzot,
District Attorney



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).