



Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Re: Interlocal Agreement with Starr County for Autopsy Services

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us> Tue, Feb 14, 2017 at 4:10 PM
To: Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us>
Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "Solis, Sylvia" <sylvia.solis@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Good Afternoon Rosie,
The Interlocal Agreement between Hidalgo and Starr Counties for autopsy services has been reviewed and is approved as to form. Please let us know if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
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On Tue, Feb 14, 2017 at 3:55 PM, Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us> wrote:

Good afternoon Josie,

May you please review the attached interlocal between Hidalgo County and Starr County for autopsy services and approve as to form. Thank you.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, Texas 78539
Office No. (956) 292-7604 ext. 8085 Fax (956) 318-2078
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**Interlocal Cooperation Agreement for Autopsy Services
Between Hidalgo County and Starr County**

This Agreement is made by the following parties: Hidalgo County, a political subdivision of the State of Texas, and Starr County, a political subdivision of the State of Texas.

Recitals

Starr County has not established and does not maintain a medical examiner's office and is not part of a medical examiners district. Starr County desires to utilize Hidalgo County's contracted vendor for autopsy services, Dr. Norma Jean Farley, as a forensic pathologist.

Hidalgo County desires to assist in providing autopsy services to Starr County, if requested. Hidalgo County has in its employ autopsy technicians who will assist in the performance of autopsy services. Further, Hidalgo County is developing a forensic medical science facility, the location of which future autopsies will be performed.

Both Starr County and Hidalgo County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving autopsy services under Texas Government Code Chapter 791.

Agreement

Hidalgo County and Starr County mutually agree to the terms and conditions stated in this agreement.

1.0 Definitions

In this agreement:

- 1.01 "Autopsy" means a postmortem examination of the body of a person to determine the cause of death or the nature of any pathological changes that may have contributed to the death, or to identify the person. An autopsy includes, at the discretion of the doctor performing the examination, an examination of the internal organs and structures after dissection; an external examination of the body only; taking or removing from a body organs, tissues and body fluids for examination; taking x-rays and photographs; and toxicological analysis.
- 1.01 "Justice of the Peace" means any person lawfully holding the office of justice of the peace in Hidalgo County and/or Starr County.
- 1.02 "Forensic Pathologist" means the Hidalgo County contracted vendor who performs autopsy services, and/or his/her designee.
- 1.03 "Forensic Pathologist Testimony" means to provide expert testimony, on any autopsy provided under this agreement, by the Forensic Pathologist or any member of the staff, including technicians employed by Hidalgo County.

2.0 Terms

- 2.01 *Initial Term.* This agreement's initial term shall commence on the date on which the last party signs it and shall continue for one (1) calendar year from the date on which the last party signs this agreement.
- 2.02 *Automatic Renewal.* At the expiration of one (1) calendar year as described in section 2.01, this agreement shall automatically renew for an additional term of one (1) calendar year, and shall automatically renew for additional terms of one (1) calendar year on the anniversary of this agreement in each subsequent year unless terminated under Section 10.0.

3.0 Starr County Responsibilities

- 3.01 *Authority to Order Services.* A Justice of the Peace may request the Forensic Pathologist to perform an autopsy utilizing technicians employed by Hidalgo County and to be performed at the Hidalgo County designated forensic facility. A County Judge operating under Texas code of Criminal Procedure article 49.07(c)(2) may also request the Forensic Pathologist to perform an autopsy.
- 3.02 *Written Request.* A Justice of the Peace requesting an autopsy shall submit to the Forensic Pathologist a signed order requesting same. In addition, the Justice of the Peace must contact the Forensic Pathologist a minimum of one (1) hour before a body is delivered to notify the Forensic Pathologist that a body will be arriving and to provide information about the decedent.
- 3.03 *Forensic Pathologist Rates.* If a Justice of the Peace requests the Forensic Pathologist perform an autopsy pursuant to this agreement, rates are to be determined by separate agreement between the Forensic Pathologist and Starr County.
- 3.04 *Hidalgo County Rates.* If a Justice of the Peace requests the Forensic Pathologist perform an autopsy, Starr County shall pay Hidalgo County for the use of its forensic science facility, supplies, storage fees, and for the use of autopsy technicians in the employ of Hidalgo County. The applicable rates are set forth in the attached Exhibit "A". Hidalgo County may require Starr County to pay a non-prorated \$35 day for each body that remains at the Hidalgo County forensic facility beyond seventy-two (72) hours after the Forensic Pathologist has faxed Starr County the preliminary findings for an identified body.
- 3.05 *Payment.* Texas Government Code Chapter 2251 governs payments to Hidalgo County for its autopsy services. This includes but is not limited to the use of Hidalgo County employees as autopsy technicians and the use of the Hidalgo County forensic facility for the performance of autopsies.
- 3.06 *Responsibility for Claims.* Starr County expressly agrees and acknowledges that Starr County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court

costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the autopsy services performed for Starr County under this agreement, other than for willful or malicious acts or omissions by any other Hidalgo County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

3.07 Starr County reserves the right to seek autopsy services from any other source during the term of this agreement.

4.0 Hidalgo County Responsibilities

4.01 *Providing Autopsy Services.* Hidalgo County agrees to provide assistance with autopsy services when an autopsy has been ordered by any Justice of the Peace, with certain exceptions outlined below.

The Forensic Pathologist may deny a request for services without the consent or approval of Hidalgo County.

Further, Hidalgo County may deny a request for services under this agreement in the event of a "compelling need". For the purposes of this section, "compelling need" includes a significant staff shortage, mass disaster, or other emergency circumstance. Hidalgo County may also deny a request for services under the following:

As one of the remedies outlined in Texas Government Code Section 2251.051 for a governmental body's failure to pay a vendor;

If the request for medical examiner services does not comply with Section 3.02 herein; or

If the Justice of the Peace did not comply with Section 3.03 herein in a previous request.

4.02 *Reliance on Order.* Hidalgo County may rely on any order by any Justice of the Peace as an authorized request from Starr County.

4.03 *Invoices.* Hidalgo County provides autopsy services to Starr County and Hidalgo County shall invoice Starr County at the rates set forth in Section 3.04, or at the rates as outlined in the attached Exhibit "A". If Starr County notifies Hidalgo County that any invoice lacks sufficient information and specifies what information is needed, Hidalgo County shall provide the additional information within ten (10) days of that notice.

5.0 Compliance with the Law

5.01 Starr County and Hidalgo County shall comply with all laws, rules, and regulations applicable to this agreement.

6.0 Retention, Accessibility, and Audit of Records

- 6.01 *Custodian.* The Justice of the Peace who requests an autopsy under this agreement is the custodian of the records generated by the Forensic Pathologist in providing the autopsy.
- 6.02 *Hidalgo County Retention.* Hidalgo County shall maintain any records and documentation it may have in its possession as a result of providing autopsy services under this agreement.
- 6.03 *Access.* Hidalgo County shall provide the requesting Justice of the Peace, or the judge's duly authorized representative, access to any records or documentation it may have in its possession. These rights to access shall continue as long as these records are retained by Hidalgo County.

7.0 Amendments

- 7.01 *Formal Process.* Any change to this agreement's provisions, except for changes to the rates in 3.04, shall be made in writing and signed by all parties. Starr County acknowledges that no Hidalgo County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Hidalgo County Commissioners Court expressly grants that authority, Hidalgo County acknowledges that no Starr County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Starr County Commissioners Court expressly grants that authority.
- 7.02 *Amending 3.04 Rates.* Hidalgo County may amend the rates stated in 3.04 by sending a notice of rate change under 11.0 to Starr County at least sixty (60) days before the change is to become effective. If Starr County does not send a notice under 11.0 stating that the change is unacceptable before its effective date, Starr County shall accept the rates stated in the notice of rate change and shall pay those rates for any autopsy services that Hidalgo County provides after the effective date.
- 7.03 *Starr County Request.* Starr County shall submit all requests for change to this agreement to the Hidalgo County District Attorney's Office. Any requested revision will be presented to the Hidalgo County Commissioners Court for consideration.
- 7.04 *Hidalgo County Request.* Hidalgo County shall submit all requests for changes to this agreement to the Starr County Judge and/or District Attorney. The Starr County Judge and/or District Attorney shall present Hidalgo County's requests to the Starr County Commissioners Court for consideration.

8.0 Payments from Current Revenues

- 8.01 Each party paying for the governmental functions or services shall make those payments from current revenues available to the paying party.

9.0 Non-Waiver and Reservation of Remedies

9.01 *Non-Waiver.* Any act of forbearance by either party to enforce any of this agreement's provisions shall not be construed as this agreement's modification or as a waiver of the other party's concurrent or future breach or default. Either party's failure to exercise any right or privilege granted in this agreement shall not be construed as a waiver of that right or privilege.

9.02 *Reservation of Rights and Remedies.* All rights of all parties under this agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice that party's remedies or rights under this agreement. Any right or remedy stated in this agreement shall not preclude exercising any other right or remedy, whether under this agreement, the law, or at equity; and neither shall any action taken in exercising any right or remedy be deemed a waiver of any other rights or remedies.

10.0 Termination

10.01 Any party may terminate this agreement at any time, with or without cause, by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the termination's effective date.

10.02 *Rights Surviving Termination.* If any party terminates this agreement, Hidalgo County has a right to payment for all services provided before the effective date of termination that have not been paid for by Starr County.

11.0 Notices

11.01 *Notice Method.* Any notice required or permitted to be given under this agreement by one party to the other shall be in writing. If notice is delivered in person to the appropriate address in 11.02 or 11.03, it shall be deemed to have been given immediately. Alternatively, if notice is addressed to the appropriate address in 11.02 or 11.03 and placed in the United States mail, postage prepaid by registered or certified mail with return receipt requested, it shall be deemed given on the third day following mailing.

11.02 *Hidalgo County Address.* Hidalgo County address for all purposes under this agreement shall be:

Ramon Garcia
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

11.03 *Address of Starr County.* The address of Starr County for all purposes under this agreement and for all notices shall be:

Eloy Vera
Starr County Judge
100 N. FM 3167
Rio Grande City, TX 78582

11.04 *Change of Address.* Each party may change the address for notice to it by giving notice of the change under 11.01.

12.0 Assignability

12.01 Neither party may assign any of the rights or duties created by this agreement without the other party's prior written approval. Starr County acknowledges that no Hidalgo County officer, agent employee or representative has any authority to grant such assignment unless the Hidalgo County Commissioners Court expressly grants that authority. Hidalgo County acknowledges that no Starr County officer, agent, employee or representative has any authority to change this agreement's provisions unless the Starr County Commissioners Court expressly grants that authority.

13.0 Entire Agreement

13.01 This agreement and its attachment, incorporated here by reference and inclusion, represent the entire agreement between the parties and supersedes all prior representations, agreements, statements, and understandings relating to its subject matter, whether verbal or in writing.

14.0 Interpretation on Contract

14.01 *Law.* This agreement shall be governed by the laws of the State of Texas.

14.02 *Severability.* If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be construed as if that portion were not included in the agreement and shall remain valid and binding.

14.03 *Time Computation.* When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day the either Hidalgo County or Starr County have declared a holiday for its employees, these days shall be omitted from the computation.

14.04 *Number and Gender.* Words of any gender in this agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the agreement clearly requires otherwise.

14.05 *Headings.* The headings at the beginning of this agreement's provisions have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

15.0 Legal Authority

15.01 *Starr County Signors.* An individual signing this agreement on behalf of Starr County, or representing himself to be signing this agreement on Starr County's behalf, does hereby warrant and guarantee that Starr County authorized the individual to sign this agreement on Starr County's behalf and to bind Starr County validly and legally to this agreement.

15.02 *Hidalgo County Signors.* An individual signing this agreement on Hidalgo County's behalf, or representing himself to be signing this agreement on Hidalgo County's behalf, does hereby warrant and guarantee that Hidalgo County authorized the individual to sign this agreement on Hidalgo County's behalf and to bind Hidalgo County validly and legally to this agreement.

16.0 Duplicate Originals

16.01 This document may be executed in duplicate originals.

Executed as of the later date set forth below.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge
Hidalgo County

Date: _____

STARR COUNTY

By: _____
Eloy Vera, County Judge
Starr County

Date: _____

ATTEST:

By: _____
Arturo Guajardo
Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____
Robert Viña, III
Assistant District Attorney
Hidalgo County



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

EXHIBIT "A"
HIDALGO COUNTY RATES

Autopsy Technicians per day for each body	\$150.00
Use of cooler-first day (1 st) for each body	\$ 85.00
Additional days after first day	\$ 75.00
Use of Hidalgo County Forensic Facility for each body that remains at the facility beyond twenty-four (24) hours	\$ 85.00