

County of Hidalgo, §
State of Texas §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND CAMERON COUNTY
TO ASSIST WITH AUTOPSY SERVICES
C-20-598-10-27**

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“HIDALGO”), and _____ **COUNTY** hereinafter referred to as (“_____”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the Parties are defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and _____ desires to utilize Hidalgo County’s forensic pathologist for autopsy services; and

WHEREAS, the County, each pursuant to its statutory and constitutional authority, are responsible for the safety and well being of the citizens; the District pursuant to its statutory authority, is responsible for the safety and well-being of its students, employee, faculty and administration, and both are desirous that necessary services and equipment are available to respond and mitigate the public health emergency; and

WHEREAS, the Hidalgo County desires to assist in providing autopsy services to _____, as requested on a case-by-case basis. Hidalgo County has in its employ autopsy technicians who will assist in the performance of autopsy services.

WHEREAS, County and _____ District desire to enter into this agreement for a public purpose and for the benefit of the residents of County and _____, and to further detail each party’s duties and responsibilities; and

NOW THEREFORE, County and _____ in consideration of the mutual covenants expressed hereinafter, agree as follows:

_____ desires to utilize Hidalgo County's contracted vendor for autopsy services, _____, as a forensic pathologist.

Hidalgo County desires to assist in providing autopsy services to _____, 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 _____ and Hidalgo County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving autopsy services.

Both _____ 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 _____ 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.
- 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 until March 1, 2013.

2.02 *Automatic Renewal.* After that date, this agreement shall automatically renew on March 1, 2013, for an additional term of one (1) year, and shall automatically renew for additional terms of (1) year on March 1, of each subsequent year unless terminated under Section 10.0.

3.0 _____ **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 _____ County.
- 3.04 *Hidalgo County Rates.* If a Justice of the Peace requests the Forensic Pathologist perform an autopsy, _____ 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 _____ 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 _____ 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.* _____ County expressly agrees and acknowledges that _____ 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 _____ 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 _____ 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 _____ County.

4.03 *Invoices.* Hidalgo County provides autopsy services to _____ County and Hidalgo County shall invoice _____ County at the rates set forth in Section 3.04, or at the rates as outlined in the attached Exhibit “A”. If _____ 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 _____ 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. _____ 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 _____ County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the _____ 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 _____ County at least sixty (60) days before the change is to become effective. If _____ County do not send a notice under 11.0 stating that the change is unacceptable before its effective date, _____ 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 _____ *County Request.* _____ 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 _____ County Judge and/or District Attorney. The _____ County Judge and/or District Attorney shall present Hidalgo County's requests to the _____ 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.

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:

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

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. _____ 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 _____ County officer, agent, employee or representative has any authority to change this agreement's provisions unless the _____ 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 _____ 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 _____ *County Signors*. An individual signing this agreement on behalf of _____ County, or representing himself to be signing this agreement on _____ County's behalf, does hereby warrant and guarantee that _____ County authorized the individual to sign this agreement on _____ County's behalf and to bind _____ 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.

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

_____ **COUNTY**

By: _____
Ramon Garcia, County Judge
Hidalgo County
Judge

By: _____
_____ County

Date: _____

Date: _____

ATTEST:

By: _____
Arturo Guajardo
Hidalgo County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

BY: _____
Victor M. Garza
Assistant District Attorney
Hidalgo County

APPROVED AS TO FORM FOR _____ COUNTY:

BY: _____
NAME
TITLE

DRAFT