

I.
TERM

The Term of this Agreement shall begin on the date of the last to sign this document as indicated below, and, unless terminated in accordance with the provisions contained herein, shall automatically renew each year on the anniversary date of the beginning of the Term.

II.
SERVICES

A. Postmortem Examinations. Postmortem examinations will be performed by the Medical Examiner pursuant to chapter 49 of the Texas Code of Criminal Procedure at the Nueces County Medical Examiner's Office, in Corpus Christi, Texas. In those cases where a complete autopsy is deemed unnecessary by the Medical Examiner to ascertain the cause and manner of death, the Medical Examiner may perform an external examination of the body, which may include taking x-rays of the body and extracting bodily fluids and/ or tissue for laboratory analysis.

- I. *Written Request.* When a justice of the peace in Requesting County determines, pursuant to article 49.10 of the Code of Criminal Procedure, that a postmortem examination is necessary on the body of a deceased person who died within their jurisdiction, the justice of the peace may request that the Medical Examiner perform an examination. Each request for a postmortem examination shall be in writing, accompanied by an order signed by the justice of the peace. However, the Medical Examiner shall have the discretion to decline any specific request for an autopsy examination and instead perform an external examination of the body.
2. *Written Records -Out of County Body.* The following records shall accompany the body of a deceased person who died in Requesting County (as mentioned in paragraph I above): (1) a fully completed executed form titled "Nueces County's Authorization for Autopsy" form, (which form shall be furnished by the Nueces County Medical Examiner's Office and is subject to change from time to time); (2) the entire police report, if any, including scene photographs and; (3) all relevant medical records, including but not limited to hospital admission and emergency room records, if applicable. Failure to provide all necessary records may result in the Medical Examiner refusing to accept the body for a postmortem examination.

3. *Body Bag.* Each body transported to the Medical Examiner for a postmortem examination must be enclosed inside a zippered body bag. The body bag shall have the deceased's name affixed to the outside.

B. *Laboratory Analyses.* The Medical examiner shall conduct postmortem tests (toxicological analysis), if deemed appropriate, and any other tests considered necessary by the Medical Examiner in order to assist in determining the cause and manner of death.

C. *Testimony.* Medical Examiner personnel performing services pursuant to this agreement shall appear as reasonably necessary to provide testimony in a criminal case before a district court of the Requesting County. Requesting County agrees to use its best efforts to schedule the testimony of the Medical Examiner's personnel in such a manner to cause the least amount of disruption in their work schedule.

D. *Reports.* Within a reasonable time after the completion of a postmortem examination, the Medical Examiner will provide a copy of the postmortem examination report to the justice of the peace requesting the same. The Medical Examiner will also provide a written report, on the form attached hereto as **Exhibit A**, at the same time to the requesting justice of the peace explaining the reason for any procedures performed but not specifically requested by the justice of the peace.

E. *Invoice.* The Medical Examiner will submit to Requesting County, with a copy to the Nueces County Auditor, an invoice requesting payment for the services performed under this Agreement.

F. *Training.* The Medical Examiner, or their representative, upon written request, will from time to time offer information and/or training materials for justices of the peace, their court personnel, and other criminal justice officials with respect to the forms, documentation and other procedures necessary to properly handle requests for autopsies made to the Nueces County Medical Examiner.

G. *No Interment.* Nueces County shall have no responsibility for burying the remains of the deceased. Consistent with chapter 71 of the Texas Health and Safety Code, Requesting County shall have sole responsibility for interment of the body, unless agreed to on the conditions set forth below. In addition, Requesting County and its agent (funeral home or other agent) who delivers the remains of a deceased to the Nueces County Medical Examiner's Office shall be responsible to Nueces County for storage fees as set forth in paragraph III(D) below, and notification that remains are ready for pick up shall be deemed properly given if given orally to the funeral home or other agent sent by Requesting County or to the justice of the peace of Requesting County.

III. CONSIDERATION FOR SERVICES

A. Postmortem Examination Fees. In consideration for the services provided by the Medical Examiner, Requesting County agrees to pay Nueces County all costs and expenses associated with performing postmortem examinations in accordance with the fee schedule applicable to this contract; a copy of the current fee schedule on the date of execution hereof is attached to this agreement as **Exhibit B**, and Requesting County acknowledges receipt of such fee schedule. These fees are subject to re-evaluation and amendment from time to time. Amended fee schedules will be furnished to Requesting County and the amended fee schedule will take effect thirty (30) days from the date of mailing, faxing, or other delivery of such fee schedule to Requesting County.

B. Special Tests. In addition to the postmortem examination fees, Requesting County agrees to pay Nueces County for any special tests requested by Requesting County or deemed appropriate by the Medical Examiner, in his discretion, that are performed by any independent laboratory selected by the Medical Examiner or otherwise performed on behalf of the Nueces County Medical Examiner. These additional charges may include DNA analyses, dental consults and/ or anthropology analyses and trace evidence collection. The fees reflected in the attached fee schedule for those items are subject to re-evaluation and change from time to time upon 30 days written notice. Special tests requested by the Requesting County that are not on the attached fee schedule may be furnished based upon a case by case determination and Requesting County agrees to promptly pay for such fees for such special tests.

C. Testimony. Requesting County shall pay Nueces County according to the prices set forth on the fee schedule in effect at the time such testimony is taken and shall cover all time spent by the Nueces County Medical Examiner preparing for and providing sworn testimony in connection with a postmortem examination performed for Requesting County. The hourly rate for all other Medical Examiner's personnel shall be billed at the rates shown on the then current Nueces County Medical Examiner's fee schedule. These hourly rates shall apply also to pretrial preparation, attendance at pretrial conferences, and any time spent waiting to provide testimony. In addition, Requesting County agrees to pay the Medical Examiner for meals, lodging and travel expenses associated with providing such sworn testimony. The Nueces County Medical Examiner's Office will provide an invoice to Requesting County for such associated expenses.

D. Storage of Bodies. Requesting County shall pay the Nueces County Medical Examiner's Office a body storage fee (as set forth in the fee schedule of the Nueces County Medical Examiner's Office applicable at the time of such service). This charge

shall be incurred on each body that remains at the Nueces County Medical Examiner's office beyond twenty-four (24) hours after notification by the Medical Examiner that the

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body is ready to be released to Requesting County. **This provision shall survive termination of this Agreement and shall apply to any bodies remaining at the Nueces County Medical Examiner's office beyond such time.**

E. Invoice . Within ninety (90) days from the date of the service performed, the Nueces County Medical Examiner's Office agrees to submit to Requesting County an invoice requesting payment for all services performed under this Agreement during the preceding calendar month. Such invoice shall include the total number of postmortem examinations performed, the dates the postmortem examinations were performed, and the total amount due for the services performed. Requesting County shall pay the total amount of the invoice within thirty (30) days of the date of receipt of the invoice by Requesting County. If Requesting County fails to pay any invoice within sixty (60) days after receipt, the Medical Examiner may refuse to accept any additional bodies for autopsy and all unpaid sums shall begin to bear interest at the highest legal rate provided by Texas law.

F. Fair Compensation. Nueces County and Requesting County agree and acknowledge that the contractual payments contemplated by this agreement are reasonable and fairly compensate Nueces County for the services or functions to be performed under this Agreement.

G. Death Certificates. The justice of the peace who requested the postmortem examination shall provide the Medical Examiner with a copy of the signed Certificate of Death immediately upon filing with the local registrar.

H. Mass Fatalities. In the event of a mass fatality, which shall mean death of ten or more victims involved in an incident, Requesting County shall be responsible to provide, at the expense of Requesting County, adequate refrigerated vehicles for storage and transportation of the victims and shall be responsible to provide, at the sole cost and expense of Requesting County, adequate security monitoring of the bodies of the victims until such time as they are processed and released by the Nueces County Medical Examiner's Office. The Nueces County Medical Examiner's Office shall have the right to request, and Requesting County shall be responsible to pay, any required additional personnel deemed necessary by the Nueces County Medical Examiner to assist in processing of bodies of victims of such mass fatalities which may occur from time to time. In addition, in the event other Nueces County employees, law enforcement, and other personnel of Nueces County are needed to assist in such situations, Requesting County agrees to pay the reasonable fees assessed for such service.

**IV.
FUNDS**

A. Current Funds. Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to the Nueces County Medical Examiner's Office from current revenues available to the Requesting County.

B. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Texas Local Government Code.

C. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of Requesting County to pay for services provided by Nueces County when the funds certified by Requesting County are no longer sufficient to compensate Nueces County for the services provided under this Agreement.

D. Overdue Payments. Notwithstanding anything to the contrary herein, the parties understand and agree that chapter 225 I of the Texas Government Code applies to late payments.

**V.
TERMINATION**

A. Without Notice. If Requesting County defaults in the payment of any obligation in this Agreement, Nueces County is authorized to terminate this Agreement without notice.

B. With Notice. It is understood and agreed that either party may terminate this Agreement prior to the expiration of the term set forth above without cause, upon ninety (90) days prior written notice to the other party in accordance with paragraph VI. Upon termination of this contract as provided by this paragraph V, the Nueces County Medical Examiner's Office will submit an invoice to Requesting County showing the amounts due for the month in which termination occurs in the same manner provided

herein for submitting invoices for services to Requesting County. Such final invoice shall be due as provided above.

**VI.
NOTICE
HIDALGO COUNTY FORENSIC CENTER**

Except as otherwise expressly provided herein, any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties, at the following addresses:

To Nueces County: Nueces County Judge
 Nueces County Courthouse
 901 Leopard, Room 303
 Corpus Christi, Texas 78401-3680

with a copy to: Nueces County Medical Examiner
 2610 Hospital Blvd.
 Corpus Christi, Texas 78405

To Requesting County: Hidalgo County Judge
 100 E. Cano Street
 Second Floor
 Edinburg, Texas 78539

Either party may designate a different address by giving the other party ten (10) days written notice.

**VII
LAW, VENUE, SURVIVAL OF CLAIMS**

To the extent permitted by law, the parties agree that any dispute arising under this Agreement shall be governed by the laws of the State of Texas, and venue for any such disputes shall lie in Nueces County, Texas. The parties further agree that all claims arising under this Agreement shall survive any termination of the Agreement, whether such termination is effected according to paragraph VI above, or otherwise.

VIII.
MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

IX.
MISCELLANEOUS

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution.

Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. All Parties shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

Immunity. This Agreement is expressly made subject to both Parties' sovereign immunity and/or governmental immunity, as applicable, under federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that either County has by operation of law.

FOR NUECES COUNTY:

By _____

BARBARA CANALES

Nueces County Judge

Date Signed: _____

Attested: _____

KARAS ANDS

Nueces County Clerk

By _____

DR. ADEL SHAKER

Nueces County Medical Examiner

Date Signed: _____

FOR HIDALGO COUNTY:

By _____

RICHARD F. CORTEZ

Hidalgo County Judge

Date Signed: _____

Attested: _____

ARTURO GUAJARDO, JR.

Hidalgo County Clerk

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