

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND THE COUNTY OF HIDALGO,
TEXAS FOR BIOLOGICAL ANTHROPOLOGY SERVICES**

This Interlocal Cooperation Agreement (Agreement”) is made by and between the **University of Texas Rio Grande Valley, (“UTRGV”)**, and the **County of Hidalgo, Texas**, by and through the Hidalgo County Forensic Center (**“COUNTY”**), (collectively, the “Parties”), and pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“Act) , as follows:

WITNESSETH:

WHEREAS, UTRGV is a political subdivision as defined by the Act, an Agency of the State of Texas organized under Chapter 79 of the Texas Education Code, an institution of higher education as defined by Texas Education Code Section 61.003(8), and is a component institution of The University of Texas System and has campuses in Hidalgo County, Texas; and

WHEREAS, COUNTY is a “local government” as defined by the Act, and a political subdivision of the State of Texas;

WHEREAS, COUNTY is in need of consultant services in skeletal biology and forensic anthropology as defined in this Agreement (the “Consultant Services”); and

WHEREAS, UTRGV is willing to assist the County by provide Consultant Services in skeletal biology and forensic anthropology, by UTRGV faculty member Dr. Carina Marques (CONSULTANT), PhD in Biological Anthropology, Assistant Professor of the Anthropology Department, College of Liberal Arts, UTRGV; and

WHEREAS, UTRGV desires to provide an educational and research program experience of the highest quality for its students, under the direction of UTRGV faculty, participating students may be engaged as research assistants, laboratory interns or trainees as part of their UTRGV course work, in collaboration with the Hidalgo County Forensic Center under this agreement (“Biological Anthropology Training and Internship Program”); and

WHEREAS, CONSULTANT is willing to provide anthropology services at no cost while this agreement is in effect;

WHEREAS, UTRGV and COUNTY agree that services which will be provided under this agreement (the “Program”) can take place either at the UTRGV facilities, the Hidalgo County Forensic Center, and/or other appropriate County facilities, depending on a case by case assessment by the CONSULTANT and the COUNTY, and as applicable, an Hidalgo County Justice of the Peace.

WHEREAS, UTRGV and COUNTY are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to cooperate with and to perform governmental functions and services under the terms of the Texas Government Code;

NOW THEREFORE, in consideration of the mutual promises contained herein, in order to establish and implement the “Consultancy Services” in skeletal biology and forensic anthropology, and student “Biological Anthropology Training and Internship Program”, the Parties agree to collaborate in the following:

- 1) Consultant Services: the CONSULTANT responds to consultation requests received from County in as timely fashion as permitted by primary duties and responsibilities towards UTRGV. There are a multitude of anthropological examinations that the CONSULTANT can perform, depending on the completeness or condition of the remains. The summarized scope of the anthropological examinations offered by the CONSULTANT are as follows:
 - a. Assist in the search and recovery of fully or partially skeletonized human remains.
 - b. Assess if remains are osseous, human, and of medicolegal significance.
 - c. Estimate the Minimum Number of Individuals (MNI).
 - d. Assess taphonomic changes, including postmortem changes and interpret its relevance to circumstances of death and postmortem interval.
 - e. Estimate the biological profile (age-at-death, sex, height, population affinity) of fully or partially skeletonized human remains based on acceptable practices within the field of Forensic Anthropology.
 - f. Describe and interpret pathological conditions and anatomical variants that may aid in the identification process of human remains.
 - g. Provide input regarding skeletal trauma upon request.

h. Author case reports and be responsible for their submission to investigative agencies and the Hidalgo County Forensic Center in a timely manner.

2) The COUNTY will:

- a. Support the educational experience and research training of UTRGV students by collaborating in the “Biological Anthropology Training and Internship Program” in the COUNTY and in collaboration with the Hidalgo County Forensic Center. In this Program, UTRGV students may have the opportunity to do training and internships in the Forensic Center upon approval of the County Forensic Pathologist, attend autopsies related to decomposed bodies or skeletal remains, and other educational and training opportunities by mutual agreement between the Parties and the County Forensic Pathologist.
- b. Notify the CONSULTANT of a forensic case work by phone and email in a timely manner.
- c. Inform local law enforcement agents of the general terms of this Agreement.
- d. Provide the CONSULTANT access to Namus as a Consultant for the COUNTY.
- e. Allow for dissemination of the results to scientific meetings, publications, or other venues as agreed upon and by mutual consent of both parties, as long as all information related to identity is anonymous.
- g. To meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

3) **Coordinator Contact Information:**

The Parties hereby designate the following individuals to coordinate, oversee and facilitate the implementation of this Program:

For UTRGV: Carina Marques, Assistant Professor
University Drive, ELABN 347
Edinburg, TX 78539
Carina.marques@utrgv.edu

For County: Hidalgo County Forensic Center
3100 S. Bus.281
Edinburg, TX 78539
C/O Norma Jean Farley, M.D. /Olga Montero, Administrator
Olga.montero@co.hidalgo.tx.us

4) Release of Human Remains:

County may release to UTRGV human skeletonized remains to be analyzed at UTRGV facilities if necessary. The authorization release form (Attachment A) must be signed by the Justice of the Peace or COUNTY responsible.

5) General Provisions

- a. **Term and Termination.** This Agreement shall commence on April 20, 2023 (the "Effective Date") and terminate on the one (1) year anniversary of the Effective Date. The Agreement may be terminated earlier by either party in accordance with this Agreement. Upon expiration or termination of this Agreement, neither party shall have any further obligations hereunder.
- b. **Independent Contractors.** For the purposes of this Agreement and all services to be provided hereunder, the Parties are independent contractors and not agents or employees of the other Party. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take action, which shall be binding on the other Party, except as expressly provided herein or authorized in writing. Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of County; they will be considered to be on the premises for the purpose of participating in the "Consultancy Services" in skeletal biology and forensic anthropology, and student "Training and Internship Program", Consultancy Program. County has no authority to dismiss UTRGV employees or students without UTRGV's consent. However, County Facility personnel may make recommendations to and shall retain its full power to control the practice and operations of the County.
- c. **Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by COUNTY and UTRGV.
- d. **Notices.** Any notices permitted or required by this Agreement shall be sufficiently given in personally hand delivered or sent by registered or certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to UTRGV:

The University of Texas Rio Grande Valley
1201 W University Dr.
Edinburg, TX 78539
EducationalAgreements@utrgv.edu
Attn:

If to Hidalgo County:

County of Hidalgo
100 East Cano Street 2nd Floor
Edinburg, Texas 78539
Attn: County Judge's Office

Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.

Variation of Pronouns. All pronouns and all variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.

Governing Law and Venue. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Texas, without regard to any conflicts of law provisions contained therein. This Agreement is performable in Hidalgo County, Texas. Venue for any suit filed against UTRGV shall be in Hidalgo County, Texas.

Assignment. This agreement may not be assigned.

Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Authorization for Agreement. The execution and performance of this Agreement by COUNTY and UTRGV have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of COUNTY and UTRGV in accordance with its terms.

Immunities. Neither Hidalgo COUNTY nor UTRGV, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo COUNTY and UTRGV have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

Insurance. County acknowledges that UTRGV is an agency of the State of Texas and has only such authority as is granted to UTRGV by state law or as may be reasonably implied from such law, and that any obligation of UTRGV under this Agreement to obtain insurance is expressly made subject to the UTRGV's authority under state law to obtain such insurance. County further agrees that UTRGV shall have the right, at its option, to (a) obtain liability insurance protecting UTRGV and its employees to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by UTRGV as a result of its operations under this Agreement. County acknowledges that, because UTRGV is an agency of the State of Texas, liability for tortious conduct of agents and employees of UTRGV (other than medical liability coverage) is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108).

Liabilities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor COUNTY waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

Non-Discrimination. The Services 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 UTRGV and/or COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.


IN WITNESS WHEREOF, this Agreement is executed by the parties or their duly authorized representatives as of date specified above.


[SIGNATURE PAGE TO FOLLOW]

County of Hidalgo, Texas:


The University of Texas Rio Grande Valley (UTRGV):

By: _____
Richard F. Cortez, County Judge

DocuSigned by:
By:  _____
8D452866450E40G...
Dr. Janna Arney,
Executive Vice President and Provost

 Reviewed by Dr. Christine Shupala

ATTEST:
By: _____
Arturo Guajardo, Jr., County Clerk

 Reviewed by UTRGV Legal

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Toribio "Terry" Palacios

By: _____
Victor Garza, Asst. District Attorney

UTRGV Contract ID: ACADAFF-IL-1295-2023

Authorization for Release of Human Remains

I, _____, representing _____
County, Texas, _____ state that I authorize the transfer of human remains representing agency
case number _____ to the Biological Anthropology and Forensic Anthropology
Research Laboratory, at The University of Texas Rio Grande Valley (UTRGV), for forensic
anthropological analysis.

I request that UTRGV curate the above-mentioned case pending analysis.

Justice of the Peace or County Responsible: _____ Date: _____

signature

Remains released to: _____ Date: _____

print name

signature

UTRGV Case No.: _____