

Interlocal Agreement for Medical Examiner Investigative Services Between Travis County and Williamson County

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

Recitals

Williamson County has not established and does not maintain a medical examiner's office and is not part of a medical examiner's district.

Travis County currently has an interlocal agreement with Williamson County to provide medical examiner services to Williamson County, if requested.

Williamson County has expressed an interest in engaging in a pilot project in which Travis County provides medical examiner investigative services to Williamson County, if requested.

Both Travis County and Williamson County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving medical examiner services under Texas Government Code chapter 791.

Agreement

Travis County and Williamson County mutually agree to the terms and conditions stated in this agreement.

1.0 Definitions

In this agreement:

- 1.01 "Investigative Services" means those services provided by a medicolegal death investigator in Travis County, and shall include but not be limited to, attending the death scene, collecting records, drafting reports, photodocumentation, and any other services as may be necessary to assist the Justice of the Peace in determining cause and manner of death. During the investigation, the investigator will regularly update the Justice of the Peace with new information as received, the frequency of the updates to be as necessary and as determined by the Justice of the Peace. At the completion of the investigation, the investigator will complete a final investigative report to be provided to the Justice of the Peace. Investigative services shall be performed using the same standards and processes as for those cases investigated by Travis County.
- 1.01 "Justice of the Peace" means any person lawfully holding the office of Justice of the Peace in Williamson County Precinct No. 2.

2.0 Term

- 2.01 *Term.* This agreement's term shall commence on the date of the last party's execution hereof and will expire on September 30, 2020.

3.0 Williamson County Responsibilities

- 3.01 *Request for Services.* A Justice of the Peace requesting investigative services shall first contact the Investigations division of the Travis County Medical Examiner's Office to initiate services. Within 2 hours of first contact, the Justice of the Peace will provide a written order (Attachment A) outlining the services requested.
- 3.02 *Required Information.* Upon request, the Justice of the Peace will provide the known demographic information (name, race, gender, age, etc.) so that Travis County Investigators can initiate investigations. The Justice of the Peace will work with local law enforcement to ensure that the scene is safe before investigators are dispatched. The Justice of the Peace will have the final determination on identification of decedents. Assistance with identification will be provided upon request.
- 3.03 *Rates.* If the Justice of the Peace requests investigative services, Williamson County shall pay Travis County \$500 per case. If testimony in a legal proceeding is required by an investigator who performed investigative services at the request of the Justice of the Peace, Williamson County shall pay Travis County a non-prorated \$100 for the first three hours of testimony, and a non-prorated \$35 per hour for each subsequent hour of testimony. The payment for services under this agreement shall not exceed \$55,000 during the initial term or any subsequent term.
- 3.04 *Payment.* Texas Government Code chapter 2251 governs payments to Travis County for its medical examiner services.
- 3.05 *Responsibility for Claims.* Williamson County expressly agrees and acknowledges that Williamson 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 investigative services performed for Williamson County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Travis County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.
- 3.06 Williamson County agrees that the Justice of the Peace Precinct No. 2 will not seek medical examiner services from any other source during the term of this agreement.

4.0 Travis County Responsibilities

- 4.01 *Providing Investigative Services.* The Medical Examiner shall perform investigative services ordered by Justice of the Peace, with certain exceptions outlined below. The

Medical Examiner may deny a request for investigative services for the following reasons:

- 4.01.1 If, at the time of the request, the Chief Medical Examiner (or his designee) determines there is a compelling need to deny the request. For the purposes of this section, “compelling need” includes a significant staff shortage, mass disaster, or other emergency circumstance;
- 4.01.2 As one of the remedies outlined in Texas Government Code section 2251.051 for a governmental body’s failure to pay a vendor;
- 4.01.3 If the request for investigative services does not comply with 3.01; or
- 4.01.4 If the Justice of the Peace did not comply with 3.02 in a previous request.
- 4.02 *Reliance on Order.* Travis County may rely on any order by the Justice of the Peace as an authorized request of Williamson County.
- 4.03 *Invoices.* If Travis County provides investigative services to Williamson County, Travis County shall invoice Williamson County at the rates in 3.03, or at the rates as amended under 7.02. If Williamson County notifies Travis County that any invoice lacks sufficient information and specifies what information is needed, Travis County shall provide the additional information within ten (10) days of that notice.

5.0 Compliance with the Law

- 5.01 Williamson County and Travis 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 investigative services under this agreement is the custodian of the records generated by the Travis County Medical Examiner’s office in providing the investigation.
- 6.02 *Travis County Retention.* Travis County shall maintain and retain all records and documentation it generates in providing investigative services under this agreement in a readily available state and location and in accordance with all applicable retention laws and rules or as required by the Justice of the Peace if no retention law or rule applies.

- 6.03 *Access.* Travis County shall give the requesting Justice of the Peace, or the judge's duly authorized representative, access to and the right to examine all investigation records, reports, files, and other papers related to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Travis County. Travis County shall make copies and certified copies of records, reports, files and other papers available to the requesting Justice of the Peace, or the judge's duly authorized representatives, at no charge.

7.0 Amendments

- 7.01 *Formal Process.* Any change to this agreement's provisions, except for changes to the rates in 3.03, shall be made in writing and signed by both parties. Williamson County acknowledges that no Travis County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Williamson County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Williamson County Commissioners Court expressly grants that authority.
- 7.02 *Amending 3.03 Rates.* Travis County may amend the rates stated in 3.03 by sending a notice of rate change under 11.0 to Williamson County at least sixty (60) days before the change is to become effective. If Williamson County does not send a notice under 11.0 stating that the change is unacceptable before its effective date, Williamson County shall accept the rates stated in the notice of rate change and shall pay those rates for any investigative services or testimony that Travis County provides after the effective date.
- 7.03 *Williamson County Request.* Williamson County shall submit all requests for changes to this agreement to the Medical Examiner. The Chief Medical Examiner shall present Williamson County's requests to the Travis County Commissioners Court for consideration.
- 7.04 *Travis County Request.* Travis County shall submit all requests for changes to this agreement to the Williamson County Judge. The Williamson County Judge shall present Travis County's requests to the Williamson 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 both 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 Either 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 either party terminates this agreement, Travis 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 *Travis County Address.* Travis County's address for all purposes under this agreement shall be:

Honorable Sarah Eckhardt (or her successor in office)
Travis County Judge
P. O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748

and

J. Keith Pinckard, MD, PhD (or his successor)
Travis County Medical Examiner
P. O. Box 1748
Austin, Texas 78767-1748

and

Bonnie Floyd (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable Bill Gravell Jr. (or successor in office)
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copies to (registered or certified mail is not required):

Honorable Dee Hobbs (or successor in office)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

and

Honorable Edna Staudt (or successor in office)
Justice of the Peace Precinct Two
350 Discovery Boulevard, Suite 204
Cedar Park, Texas 78613

- 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. Williamson County acknowledges that no Travis County officer, agent, employee or representative has any authority to grant such assignment unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Williamson County officer, agent,

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

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

16.00 Duplicate Originals

16.01 This document may be executed in duplicate originals.

Executed as of the later date set forth below:

TRAVIS COUNTY

By: _____
Sarah Eckhardt, County Judge
Travis County, Texas

Date: _____

WILLIAMSON COUNTY

By: _____
Bill Gravell Jr., County Judge
Williamson County, Texas

Date: _____

Attachment A

ORDER REQUESTING INVESTIGATION

I, _____, Justice of the Peace, Precinct No. 2, Williamson County, Texas, upon the authority vested in me by law, hereby order an investigation into the death of:

Decedent's Name: _____
(Last) (First) (Middle)

If Decedent's name is unknown, location of the body: _____

Date of Death: _____

I hereby request Dr. J. Keith Pinckard, Travis County Chief Medical Examiner or his designee, to investigate the death of the decedent using standards established by Travis County. I further request the Chief Medical Examiner or his designee to perform an autopsy or other medical examiner services as needed.

Judge

Date