INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WEBB COUNTY AND ZAVALA COUNTY
AUTOPSY SERVICES

This Interlocal Government Agreement (the "Agreement") is made and entered into pursuant to Chapter 791, Texas Government Code. Interlocal Cooperation Act by and between Webb County, a political subdivision of the State of Texas, acting herein by and through the Honorable Tano E. Tijerina, Webb County Judge, as authorized by its Commissioners Court (hereinafter referred to as "**Webb County**"), and Zavala County, a political subdivision of the State of Texas, acting by and through the Honorable Joe Luna, Zavala County Judge, as authorized by its Commissioners Court (hereinafter referred to as "**Zavala County**").

WITNESSETH:

WHEREAS, Webb County employs a Medical Examiner; and

WHEREAS, Webb County operates a Medical Examiner's Office; and

WHEREAS, Webb County desires to make autopsy services available to **Zavala County;** and

WHEREAS, **Zavala County** desires to contract for autopsy services with **Webb County**,

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereto covenant agree an bind themselves as follows:

ARTICLE ONE - PURPOSE, DESCRIPTION OF SERVICES

1.1 Purpose: The purpose of this Agreement is to provide autopsy and forensic services to **Zavala County**.

1.2 Contract Period: The term of this Agreement shall begin on February 1, 2021 and terminate on January 31, 2022.

1.3. Termination for convenience. This agreement may be terminated by either party by notifying the other party in writing, by certified mail, or personal delivery to its principal office, and in accordance with Article Five, of its, intention to terminate. Ten (10) calendar days thereafter, this Agreement shall terminate, become null and void, and be of no further force or effect. After receipt of Notice of Termination, **Zavala County** shall discontinue sending any decedent for autopsy or forensic services and **Webb County** shall have no further obligation to provide any autopsy or forensic service to **Zavala County**.

1.4 In no event shall this Agreement be construed to obligate **Webb County** to accept any decedent for autopsy nor shall **Zavala County** be obligated to send any decedent for autopsy to **Webb**

County.

a. Webb County is not responsible for making alternate arrangements for autopsies.

1.5 Costs and Scheduling of Payments

a. **Zavala County** agrees to pay **Webb County** One Thousand Seven Hundred Dollars ($1,700.00) for each autopsy performed.

b. **Zavala County** agrees to pay **Webb County** Thirty Dollars per day ($30.00), or any portion thereof, starting 24 hours after the autopsy is completed for storage of the decedent, not including border crossers that are being held for identification purposes.

c. **Zavala County** agrees to pay testimony travel and fees in those cases that have to be adjudicated in a court of law according to the attached fees schedule "Addendum 1", attached hereto and incorporated by reference as if set out in full for all intents and purposes.

d. Payment shall be made by **Zavala County** to **Webb County** within thirty (30) days after receipt of the invoice submitted by **Webb County**.

1.6 Autopsy reports and test results: The Medical Examiner shall prepare an autopsy report (as defined in Section 671.011 , Health and Safety Code), as per state law, which shall be provided to the **Zavala County** official ordering the autopsy within thirty (30) days of the autopsy. The report shall include any toxicology testing, if performed, and a set of autopsy photographs.

ARTICLE TWO - PROCEDURES

2.1 Intake Requirements.

a. Prior to transporting any decedent to the Webb County facility, the official authorizing and requesting an autopsy shall call the Medical Examiner of the Facility to insure that the Medical Examiner and space is available. Placement of decedent may be denied due to space limitations or any other reason at the discretion of the Medical Examiner.

b. The parties hereto acknowledge and agree that the Webb County Medical Examiner reserves the right to refuse any decedent.

c. Transportation to and from the Webb County Morgue is to be provided by **Zavala County** at its sole cost and expense.

d. An original "Authorization for Autopsy" form (attached hereto as Exhibit "A" and incorporated herein by reference as if set out in full for all intents and purposes) must accompany the decedent or be filed with the Medical Examiner prior to any autopsy. Said "Authorization for Autopsy" must be filled out in its entirety, including any investigating agency and the circumstances surrounding the death, and be signed by the authority (pursuant to state law) requesting and authorizing the autopsy.

e. An original "Release of Decedent" form (attached hereto as Exhibit "B" and incorporated herein by reference as if set out in full for all intents and purposes) must accompany the body.

ARTICLE THREE - INDEPENDENT CONTRACTOR LIABILITY

3.1 **Webb County** is associated with **Zavala County** only for the purposes and to the extent set forth in this Agreement. With respect to the performance and delivery of services pursuant to this Agreement, **Webb County** is and shall be an independent contractor and, subject to the terms of the Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its obligations and duties under this Agreement. Nothing contained within this Agreement shall be deemed or be construed to permit **Zavala County**, its agents, servants, or employees in any way to manage, control, direct or instruct in any manner the work, duties or functions pertaining to the maintenance and operation of the **Webb County** morgue. Nothing contained in the Agreement shall be deemed or be construed to create a partnership or joint venture, to create the relationship of employer-employee or principal-agent, or to otherwise create any liability for **Webb County** whatsoever with respect to the indebtedness, liabilities, and obligations of **Zavala County** or any other party.

ARTICLE FOUR - INDEMNIFICATION

4.1 **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, ZAVALA COUNTY SHALL INDEMNIFY AND HOLD WEBB COUNTY HARMLESS FROM AND SHALL DEFEND WEBB COUNTY AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, COSTS, PENALTIES, LIABILITIES, AND EXPENSES HOWSOEVER ARISING OR INCURRED BECAUSE OF, INCIDENT TO, OR OTHERWISE WITH RESPECT OR ARISING FROM THE PERFORMANCE OF THIS AGREEMENT AND ZAVALA COUNTY SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS WEBB COUNTY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON OF INJURY TO THIRD PERSON OCCASIONED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OF WEBB COUNTY, IT'S AGENTS, EMPLOYEES, OR OTHER PERSONS FROM WHOM WEBB COUNTY IS LEGALLY LIABLE, IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT. ZAVALA COUNTY WILL AT ITS COST AND EXPENSE DEFEND AND PROTECT WEBB COUNTY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.**

4.2 Neither **Zavala County** nor **Webb County** shall waive, release, or otherwise forfeit any possible defense either **Zavala County** or **Webb County** may have regarding claims arising from or made in connection with the operation of the facility by **Webb County** or the services provided by **Webb County**. **Webb County** and **Zavala County** shall preserve any and all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by the Constitution and laws of the State of Texas, including any defenses **Zavala County** may have regarding litigation, losses, and costs resulting from a claim

or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this agreement.

ARTICLE FIVE - MISCELLANEOUS PROVISIONS

5.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

5.2 Binding Nature. This Agreement shall not be binding upon the parties until it is approved and executed by all parties.

5.3 Invalidity and Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5.4 Terminology and Definitions. All pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders the singular shall-include the plural and the plural shall include the singular.

5.5 Jurisdiction. Any and all suits for any and every breach of this Agreement shall be instituted and maintained in Webb County.

5.6 Law of Texas. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in Webb County, Texas.

5.7 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or 48 hours after mailing to the Authorized Representative of each party by certified mail, return receipt requested, postage prepaid, addressed as set forth below:

Webb County:

Honorable Tano E. Tijerina Webb County Judge 1000 Houston St., 3rd Floor Laredo, Texas 78040	and	Dr. Corrine Stern Webb County Medical Examiner P.O. Box 2353 Laredo, Texas 78044

Zavala County:

Honorable Joe Luna Zavala County Judge 200 E. Uvalde Street Crystal City, TX 78839	and	Honorable Eduardo Serna Zavala County Attorney 200 E. Uvalde Street Crystal City, TX 78839

5.8 Entire Agreement. This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No other prior Agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

5.9 Modification of Contract. No changes to this Agreement shall be made except upon written Agreement of all parties. None of the requirements set forth herein shall be modified without written authorization of **Webb County**. All modifications to this contract shall be in the form of Amendments signed by **Webb County** and **Zavala County**.

5.10 Confidentiality. Any confidential information provided to or developed by **Webb County** in the performance of this Agreement shall be kept confidential, unless otherwise provided by law and shall not be made available to any individual or organization by **Zavala County** or **Webb County** without prior written approval of the other parties.

5.11 Headings. The headings used herein are for convenience or reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement.

5.12 Applicability. This agreement shall inure solely to the benefit of the parties hereto and not to any third party recipients or suppliers of services.

5.13 Non-assignability. Neither **Webb County** nor **Zavala County** shall assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of the non-assigning party.

5.14 Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

WEBB COUNTY	**ZAVALA COUNTY**
_____	_____
Honorable Tano E. Tijerina Webb County Judge	Honorable Joe Luna Zavala County Judge
Date: _____	Date: _____

ATTESTED:

_____

Honorable Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

_____

Nathan R. Bratton
Director
Civil Legal Division

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

ATTESTED:

_____

Honorable Michelle Bonilla
Zavala County Clerk

APPROVED AS TO FORM:

_____

Honorable Eduardo Serna
Zavala County Attorney

Dr. Corinne E. Stern
CHIEF MEDICAL EXAMINER

(956) 523-4980
Fax (956) 722-7798

Webb County Medical Examiner
P.O. BOX 2353
LAREDO, TEXAS 78044

AUTHORIZATION FOR AUTOPSY

It is requested that a medicolegal examination be performed on the body of

_____, D.O.B. _____ by the Webb

County Medical Examiner's Office in accordance with the policies and procedures set by

the said office.

Signed this _____day of _____, _____ by _____,

Justice of the Peace,_____ County, Texas, Precinct _____.

Telephone# (for day of exam) _____

Mailing address _____

Office telephone_____

Office fax_____

Signature_____ Date_____

Decedent's date of death_____

Time of pronouncement_____

Investigating law enforcement agency_____
Contact_____ Telephone #_____

Circumstances surrounding death _____
_____
_____
_____
_____

Dr. Corinne E. Stern
CHIEF MEDICAL EXAMINER

(956) 523-4980
Fax (956) 722-7798

Webb County Medical Examiner
P.O. BOX 2353
LAREDO, TEXAS 78044

RELEASE OF DECEDENT

Name of Decedent_____

_____ 1. Please release decedent back to funeral home that delivered him/her from our County.

_____ 2. Please release decedent to funeral home of family's choice. ($250.00)

_____ 3. Please release decedent to the agent acting on behalf of funeral home that delivered him/her from our County:

Name of agent (mortuary or funeral home): _____

Name of J.P. or staff: _____

Signature: _____

Please note that we do not require this form for a deceased border crosser.

A storage charge of $30.00 per day will be assessed for any non-border crosser that is not picked up from this office within 24 hours after autopsy is complete, except for option 2.

Addendum 1

WEBB COUNTY MEDICAL EXAMINER

FEE SCHEDULE

AUTOPSY REPORTS	**$25.00**

There is no charge to immediate family members (spouse, parents, adult children or siblings), law enforcement investigating the case, Consumer Product Safety Commission, OSHA, Child Protective Services, Adult Protective Services or FDA.

AUTOPSY REPORT WITH AFFIDAVIT	**$50.00**
INVESTIGATOR REPORTS	**$25.00**
CREMATION CLEARANCE	**$25.00**
PHOTOGRAPHS	**$30.00 per page (4/page)**
RADIOGRAPHS	**$30.00 per page (1/page)**
RECUTS OF MICROSCOPIC SLIDES	**$20.00 each**
OUT-OF-COUNTY AUTOPSY	**$1700.00**
STORAGE FEES (post 24 hours)	**$30.00/day**
RELEASE TO F.H. of FAMILY's CHOICE	**$250.00**
PRIVATE AUTOPSY (non- reportable case)	**$2000.00**
TESTIMONY FEES (criminal cases only, payable to witness)	**$500.00/hour (min 3 hrs)** **(**may require retainer)
TESTIMONY TRAVEL **(**payable to witness)	**$150.00/hour**