

DEC 13 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Bill Moore
TODAY'S DATE: November 29, 2021

DEPARTMENT: County Attorney

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: December 13, 2021

SPECIFIC AGENDA WORDING: Consideration of Interlocal Agreement between Johnson County, Texas and the University of North Texas Health Science Center for the Disposition of Deceased Paupers

PERSON(S) TO PRESENT ITEM:

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME:	ACTION ITEM: <u> x </u>
	WORKSHOP: _____
(Anticipated number of minutes needed to discuss item)	CONSENT: _____
	EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY:	IT DEPARTMENT:
AUDITOR: _____	PURCHASING DEPARTMENT: _____
PERSONNEL: _____	PUBLIC WORKS: _____
BUDGET COORDINATOR:	OTHER: Medical Examiner

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

STATE OF TEXAS

§
§
§

COUNTY OF JOHNSON

INTERLOCAL AGREEMENT

Between

JOHNSON COUNTY, TEXAS

And

THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

For

DISPOSITION OF DECEASED PAUPERS

WHEREAS, Johnson County, Texas, a governmental entity, hereinafter called "County" and located at 2 North Main Street, Cleburne, Texas 76033 in Johnson County, Texas, wishes to enter into an Interlocal Agreement (ILA) with The University of North Texas Health Science Center, hereinafter called "Health Science Center", a State agency located at 3500 Camp Bowie Blvd., Fort Worth, Texas 76107 in Tarrant County, Texas, individually referred to as a "Party" and collectively referred to as "Parties" for the disposition of bodies of deceased paupers, which includes unclaimed adults decedents and unclaimed minor children decedents (all hereinafter referred to as "deceased") that are not utilized for the advancement of medical science; and

WHEREAS, Section 694.002 of the Texas Health and Safety Code authorizes the County Commissioners Court to provide for the disposition of the body of a deceased pauper; and

WHEREAS, Section 691.023 of the Texas Health and Safety Code describes the duty of the County Commissioners Court to notify a representative of the Anatomical Board of the State of Texas (SAB) of deceased remains in the possession of the county not claimed for burial to make them available for use in the advancement of medical or forensic science; and

WHEREAS, Section 691.023 of the Texas Health and Safety Code requires the County Commissioners Court to pay all costs of the disposition for an unclaimed deceased not used by the SAB for the advancement of medical or forensic science; and

WHEREAS, Section 791.011(C)(2) of the Texas Government Code permits agreements between local governments and state agencies to provide a governmental function or service that each party to the contract is authorized to perform individually.

NOW, THEREFORE, THIS ILA IS hereby made and entered into by and between Health Science Center and County upon and for the mutual consideration stated herein:

I. SERVICE REQUIREMENTS

Upon determination by the Johnson County Office of the Medical Examiner (OME) that the OME is in possession of an identified dead body that is not claimed for burial or requires disposition at County expense, the OME will deliver the deceased to the Health Science Center.

The Health Science Center will accept the deceased delivered by the OME and process the deceased in compliance with applicable laws and established SAB policies and procedures for willed bodies, including disposition of any remains. Cremated remains of County unclaimed deceased will be returned to the OME following a mutually agreeable schedule.

II. COMPENSATION

If a body delivered by the OME to the Health Science Center is not used for the advancement of medical science, the Health Science Center will arrange for cremation of the body and the County agrees to pay the Health Science Center Three Hundred and 00/100 Dollars (**\$300.00**) per body to reimburse the full cost of cremation of the body.

III. INVOICING AND PAYMENT PROCEEDURES

The County agrees to pay the Health Science Center for all deceased disposition costs approved by the OME. Invoices shall be sent to the OME, and the County shall pay the Health Science Center within thirty (30) days of receipt of an invoice. Health Science Center agrees that a temporary delay in making payments due to County's accounting and disbursement procedures shall not place the County in default of this ILA and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

IV. TERM

The Term of this ILA shall commence on January 1, 2022 and be effective through September 30, 2024, subject to annual appropriations by the County Commissioners Court. This ILA will automatically renew and extend for an additional one-year period the first day of October 2024 and on the first day of October of each succeeding year unless terminated by a Party.

V. BREACH OF AGREEMENT

The Parties agree that in the event either Party fails to comply with, or breaches, any of the terms and provisions of this ILA, the non-breaching Party shall provide written notice to the other as soon as reasonably possible after the non-breaching Party becomes aware of the failure to comply or breach of agreement. In the event that the breaching Party fails to cure or correct such breaches within a reasonable time following the receipt of notice, but in any event no more than (15) days, the non-breaching Party shall have the right to terminate this ILA immediately.

VI. TERMINATION

In the event of a non-appropriation of funding by County, County may terminate this ILA in whole or in part by giving at least ten (10) days prior written notice thereof to Health

Science Center, with the understanding that all performance under this ILA shall cease upon the date specified in such notice.

Either Party may terminate this ILA in whole or in part for their convenience upon sixty (60) days advance written notice to the other Party. County shall compensate Health Science Center in accordance with the terms of this ILA for all services performed at the request and for the benefit of County prior to the effective date of such notice.

VII. INSURANCE

Health Science Center and County agree that they will, at all times during the Term of this ILA, maintain in full force and effect insurance or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. Health Science Center and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

VIII. RESPONSIBILITY

The Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this ILA without waiving any sovereign immunity, governmental immunity, or other defenses available to the Parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The Parties agree that any such liability or damages occurring during the performance of this ILA caused by the joint or comparative negligence of the Parties, or their employees, agents or officers; shall be determined in accordance with comparative responsibility laws of Texas.

IX. SOVEREIGN IMMUNITY

This ILA is expressly made subject to County and Health Science Center's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable Texas and federal law. The Parties expressly agree that no provision of this ILA is in any way intended to constitute a waiver of any immunities from suit or from liability that the Parties have by operation of law. Nothing in this ILA is intended to benefit any third-party beneficiary.

X. NOTICES

Any notice or certification required or permitted to be delivered under this ILA shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

Johnson County:

Gary Morris
Chief Forensic Death Investigator
103 S. Walnut
Cleburne, TX 76033

Health Science Center:

Rustin Reeves, PH.D.
UNT Health Sciences Center
Center for Anatomical Sciences
3500 Camp Bowie Blvd.
Fort Worth, Texas 76107

Copy to:

Roger Harmon
Johnson County Judge
2 N. Main Street
Cleburne, Texas 76033

Copy to:

Claudia Yellott
UNT Health Sciences Center
Willed Body Program
3500 Camp Bowie Blvd.
Fort Worth, Texas 76107

XI. BINDING AGREEMENT: AUTHORITY: PARTIES BOUND.

This ILA has been duly executed and delivered by both Parties and constitutes a legal, valid and binding obligation of the Parties. Each person executing this ILA on behalf of each Party represents and warrants that they have full right and authority to enter into this ILA.

XII. ENTIRE AGREEMENT

This ILA, including all exhibits and attachments, constitutes the entire agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. This ILA may not be amended except in a written instrument specifically referring to this ILA and signed by the Parties hereto.

XIII. ASSIGNMENT

Health Science Center assures that it will not transfer or assign its respective interests in this ILA without the prior written consent of the County. Health Science Center understands that in the event that all or substantially all of its assets are acquired by another entity, Health Science Center is still obligated to fulfill the terms and conditions of this ILA. In the event of the assignment or sale of Health Science Center's assets, the County, at its option, may terminate this ILA.

XIV. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This ILA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this ILA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this ILA.

XV. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this ILA are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the ILA and any extensions thereto. Health Science Center shall have no right of action against County in the event County is unable to fulfill its obligations under this ILA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this ILA or failure to budget or authorize funding for this ILA during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this ILA as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this ILA by written notice to Health Science Center at the earliest possible time prior to the end of its fiscal year.

XVI. SUBCONTRACTING

Health Science Center may not enter into agreements with subcontractors for delivery of the designated services outlined in this ILA without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by Health Science Center will be in writing and subject to all requirements herein. Health Science Center agrees that it will be responsible to County for the performance of this ILA. Health Science Center shall pay all subcontractors in a timely manner.

XVII. CHOICE OF LAWS AND VENUE

In providing Services required by this ILA, Health Science Center must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This ILA shall be governed by Texas law. All statutes and law stated herein shall be updated as amended.

XVIII. RELATIONSHIP OF THE PARTIES

Health Science Center, including its faculty, staff, employees, students, and volunteers, is an independent contractor and not agent, servant, joint enterpriser, joint venturer or employee of the County. Health Science Center further represents that all personnel and consultants required in performing the services are secured at its own expense and that personnel and consultants shall not be employees or agents of or have any contractual relationship with the County.

XIX. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this ILA shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this ILA which are required by changes in federal or State law are automatically incorporated herein without written amendment to this ILA and shall be effective

on the date designated by said law.

XX. SEVERABILITY

In the event that one or more of the provisions contained in this ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the ILA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this ILA, which shall remain in full force and effect.

XXI. PUBLIC INFORMATION

Health Science Center and County strictly adhere to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of the TPIA, and at no additional charge to the other party, each party shall make any information created or exchanged with the other party pursuant to the ILA (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the other party.

XXII. AUTHORITY

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this ILA on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

JOHNSON COUNTY, TEXAS,

DocuSigned by:
County Judge Roger Harmon
712D0767E5784DA

Roger Harmon
County Judge

Date: 12/13/2021

**THE UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER**

DocuSigned by:
Gregory R. Anderson
6B721ECAD6ED411

Gregory R. Anderson
Executive Vice President
Finance and Operations
UNT Health Science Center

Date: 11/29/2021

HSC Contract # 2022-0240

Certificate Of Completion

Envelope Id: 1549C8503B6F4083B5D0BAF426B9A7C7
Subject: Signature request on Johnson County ILA-Willed Body Prog, HSC Contract # 2022-0240
Source Envelope:
Document Pages: 6 Signatures: 2
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Contract Administration
Office of Contract Administration
3500 Camp Bowie Boulevard
Forth Worth, TX 76107
contractadmin@unthsc.edu
IP Address: 199.188.157.82

Record Tracking

Status: Original
11/24/2021 12:30:52 PM

Holder: Contract Administration
contractadmin@unthsc.edu

Location: DocuSign

Signer Events

Gregory R. Anderson
Gregory.Anderson@unthsc.edu
Executive Vice President for Finance & Opera
UNT Health Science Center
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Gregory R. Anderson
6B721ECAD6FD411...

Signature Adoption: Pre-selected Style
Using IP Address: 12.21.182.162
Signed using mobile

Timestamp

Sent: 11/29/2021 9:05:36 AM
Viewed: 11/29/2021 9:34:31 AM
Signed: 11/29/2021 9:34:57 AM

Electronic Record and Signature Disclosure:
Accepted: 11/29/2021 9:34:31 AM
ID: 5d25f6ac-621e-4a9a-b651-7633682dac14

County Judge Roger Harmon
paular@johnsoncountytexas.org
County Judge
Security Level: Email, Account Authentication
(None)

DocuSigned by:
County Judge Roger Harmon
712D0767E5784DA...

Signature Adoption: Pre-selected Style
Using IP Address: 66.143.87.210

Sent: 11/29/2021 11:11:47 AM
Viewed: 11/29/2021 11:13:25 AM
Signed: 12/13/2021 3:39:46 PM

Electronic Record and Signature Disclosure:
Accepted: 11/29/2021 11:13:25 AM
ID: 1f35d4d4-bb05-4bcb-8b60-1b51ec40240f

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bill Moore
billm@johnsoncountytexas.org
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/29/2021 11:11:48 AM

Electronic Record and Signature Disclosure:
Accepted: 11/29/2021 9:37:10 AM
ID: c9a99657-f16a-450d-ba21-de551c27a792

Carbon Copy Events

Melissa Henson
Melissa.Henson@unthsc.edu
Security Level: Email, Account Authentication
(None)

Status

COPIED

Timestamp

Sent: 12/13/2021 3:39:47 PM

Electronic Record and Signature Disclosure:

Accepted: 6/6/2018 1:20:53 PM
ID: 04396ab3-a457-4a99-a638-5828e16ede44

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	11/29/2021 9:05:36 AM
Certified Delivered	Security Checked	11/29/2021 11:13:25 AM
Signing Complete	Security Checked	12/13/2021 3:39:46 PM
Completed	Security Checked	12/13/2021 3:39:47 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of North Texas Health Science Center (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of North Texas Health Science Center:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contractadmin@unthsc.edu

To advise University of North Texas Health Science Center of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at contractadmin@unthsc.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from University of North Texas Health Science Center

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to contractadmin@unthsc.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of North Texas Health Science Center

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to contractadmin@unthsc.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify University of North Texas Health Science Center as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by University of North Texas Health Science Center during the course of my relationship with you.