



COMMISSIONER'S COURT MINUTES
MAY 17TH SPECIAL TERM, A.D. 2021

1. CALL TO ORDER.
2. DETERMINING THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 17th day of May A.D. 2021 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Reciting the pledge of allegiance.
4. Citizens' Comments.

1) _____ NONE _____

2) _____

3) _____

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

MOTION KEY:
 JUDGE OWENS= O
 COMM WARDLAW=W
 COMM VAZQUEZ=V
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

☒ COUNTY JUDGE
 _____ Judge's Staff
 _____ Judge's Staff

☒ COMM. PRCT# 1
☒ COMM. PRCT# 2
☒ COMM. PRCT# 3
☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

_____ COUNTY ATTY
 _____ COUNTY ATTY STAFF
 _____ COUNTY ATTY STAFF
 _____ DISTRICT CLERK
 _____ IT
 _____ SHERIFF
 _____ SHERIFF'S STAFF
 _____ AUDITOR
 _____ TREASURER
 _____ PURCHASING
☒ HR
 _____ TAX COLLECTOR
 _____ RISK MGMT
 _____ FIRE DEPT
 _____ EMERGENCY MGMT
 _____ JP #1 Constable #1
 _____ JP #2 Constable #2
 _____ JP #3 Constable #3
 _____ JP #4 Constable #4
 _____ OTHER _____

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Lewis G Owens, Jr., Val Verde County Judge.**5. Discussion and possible action on authorizing Commissioner Flores to rent a backhoe.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-322	F	V		Motion to approve as presented.		O,W,V,N,F		

6. Discussion and possible action authorizing Commissioner Flores to hire part-time or temporary employees.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-323	F	N		Motion to approve the hiring of		O,W,V,N,F		
				Part-time temporary employees at				
				\$15.00 an hour to be paid from grant.				

7. Ratifying a Interlocal agreement for autopsy services with Webb County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-324	N	V		Motion to approve as presented &		O,W,V,N,F		
				pending County Attorney review.				

David E. Martinez, County Attorney

Executive Session items that may result in action in open session thereafter:

8. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(a), contemplated litigation.

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

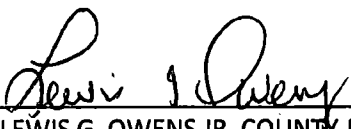
- 9. Commissioners' comments. None
- 10. County Judge's comments. None
- 11. Adjourn at 9:03 a.m.

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or hearing impaired, readers, or large print, are requested to contact the County Judge's Office at 830-774-7501 at least two (2) business days prior to the meeting so that appropriate arrangements can be made.

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

The foregoing, recorded in Volume 59, pages 640-653 inclusive, was on this the 6th day of JULY A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,


LEWIS G. OWENS JR, COUNTY JUDGE
VAL VERDE COUNTY, TEXAS

ATTEST:


GENEROSA GRACIA-RAMON, COUNTY CLERK
VAL VERDE COUNTY, TEXAS

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Lewis G. Owens Jr.

County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
SPECIAL TERM MEETING

**Old County Court-at-Law
207B East Losoya Street
Del Rio, TX 78840**

Live Feed Link- <http://valverdecountry.texas.gov/>

Social distancing and face masks required

May 17, 2021 at 9:00 a.m.

1. Call to order.
2. Determining that a quorum is present.
3. Reciting the pledge of allegiance.
4. Citizens' Comments.

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING
ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY
THE VAL VERDE COUNTY COMMISSIONERS COURT:**

Lewis G Owens, Jr., Val Verde County Judge.

5. Discussion and possible action on authorizing Commissioner Flores to rent a backhoe.

6. Discussion and possible action authorizing Commissioner Flores to hire part-time or temporary employees.
7. Ratifying a Interlocal agreement for autopsy services with Webb County.

David E. Martinez, County Attorney

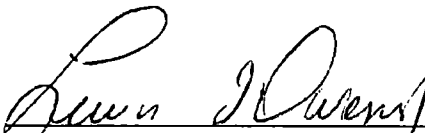
Executive Session items that may result in action in open session thereafter:

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9. Commissioners' comments.
10. County Judge's comments.
11. Adjourn.

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or hearing impaired, readers, or large print, are requested to contact the County Judge's Office at 830-774-7501 at least two (2) business days prior to the meeting so that appropriate arrangements can be made.


Lewis G. Owens Jr., County Judge
Val Verde County, Texas

2021 MAY 14 A 9:00
VAL VERDE COUNTY CLERK
BY  DEPUTY

FILED

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON MAY 14, 2021: AT 9:00 AM/PM.

COPY

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WEBB COUNTY AND VAL VERDE 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 Val Verde County, a political subdivision of the State of Texas, acting by and through the Honorable Lewis Owens, Val Verde County Judge, as authorized by its Commissioners Court (hereinafter referred to as "**Val Verde 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 **Val Verde County**;
and

WHEREAS, Val Verde 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 and 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 **Val Verde 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, **Val Verde 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 **Val Verde County**.

- 1.4 In no event shall this Agreement be construed to obligate **Webb County** to accept any decedent

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for autopsy nor shall **Val Verde 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. **Val Verde County** agrees to pay **Webb County** One Thousand Seven Hundred Dollars (\$1,700.00) for each autopsy performed.
- b. **Val Verde 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. **Val Verde 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 **Val Verde 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 **Val Verde 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 **Val Verde 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

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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 **Val Verde 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 **Val Verde 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 **Val Verde 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, VAL VERDE 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 VAL VERDE 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. VAL VERDE COUNTY WILL AT ITS COST AND EXPENSE DEFEND AND PROTECT WEBB COUNTY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.**
- 4.2 Neither **Val Verde County** nor **Webb County** shall waive, release, or otherwise forfeit any possible defense either **Val Verde 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 **Val Verde 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,

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including any defenses Val Verde 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

Val Verde County:

Honorable Lewis Owens
Val Verde County Judge
400 Pecan Street
Del Rio, TX 78840

and

Honorable David E. Martinez
Val Verde County Attorney
207 E Losoya Street
Del Rio, TX 78840

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- 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 **Val Verde 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 **Val Verde 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 **Val Verde 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.

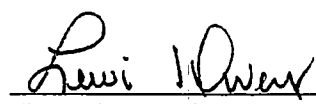
WEBB COUNTY



Honorable Tano E. Nijerina
Webb County Judge

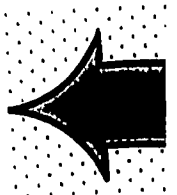
Date: _____

VAL VERDE COUNTY



Honorable Lewis Owens
Val Verde County Judge

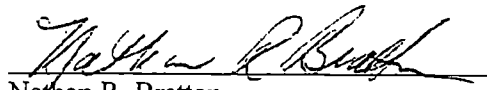
Date: 5-10-21



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 Generosa (Janie) Gracia-Ramon
Val Verde County Clerk

APPROVED AS TO FORM:

Honorable David E. Martinez
Val Verde 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.

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