

**THIRD RENEWAL OF AGREEMENT FOR AUTOPSIES AND RELATED SERVICES
BETWEEN FORT BEND COUNTY AND
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

This Third Renewal of Interlocal Agreement for UTMB Forensic Pathology Services ("Second Renewal") is made and entered into by and between The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, which is an agency of the State of Texas, for and on behalf of its Department of Pathology ("UTMB"), and Fort Bend County, Texas ("County"), effective September 1, 2015, regardless of the date of execution.

RECITALS

- A. UTMB and County (the "parties") entered into that certain Agreement for Autopsies and Related Services (the "Agreement") effective September 1, 2013, wherein UTMB agreed to provide certain medical examiner services to County as more specifically described in the Agreement.
- B. The parties executed that certain First Renewal of Interlocal Agreement for UTMB Forensic Pathology Services ("First Renewal") effective March 1, 2014, to extend the term and amend the Agreement as provided therein.
- C. The parties executed that certain Second Renewal of Interlocal Agreement ("Second Renewal") to extend the term an additional three (3) months with an automatic renewal upon completion of the said three-month extension on a month-to-month basis throughout the remainder of the UTMB Fiscal year 2014-2015, and to amend the Agreement as provided herein.
- D. The parties now wish to enter into this Third Renewal of Interlocal Agreement ("Third Renewal") to extend the term an additional two (2) months with an automatic renewal upon completion of the said two-month extension on a month-to-month basis through February 29, 2016, subject to certain rate changes set forth below, and to amend the Agreement as provided herein.

AGREEMENT

For and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the parties hereby agree to renew the Agreement as follows:

1. **Extension of Agreement Term.** The term of the Agreement is extended for an additional two (2) months with an automatic renewal upon completion of the said two-month extension on a month-to-month basis through February 29, 2016, unless terminated earlier by mutual written agreement of the Parties. UTMB and County agree that execution of this Third Renewal by both parties is effective to extend the term of the Agreement, as previously amended, and any other conditions for extension or renewal contained in the Agreement are hereby waived for the purpose of effecting this renewal term. Any additional extensions of the term shall be governed by the provisions of the Agreement.

The Parties further agree and acknowledge that this Agreement, including all amendments hereto, continues solely on a month-to-month basis after October 31, 2015 and thus may be terminated by either Party hereto providing at least one-month prior written notice of its intent to terminate this Agreement, including all amendments hereto, to the other Party.

2. **Continuation of Service Rates.** During the extended term of the Agreement set forth in paragraph 1 of this Third Renewal, the Fees and Payment for autopsies and external view autopsies set forth in Paragraph 2.1 of the Agreement shall remain in effect through October 31, 2015. The Fees and Payment for autopsies and external view autopsies for the month-to-month extension period effective November 1, 2015 and thereafter are set forth in section "2.a" of this Third Renewal.

a. Determination of Costs.

1.) Charges. The County shall pay UTMB as follows:

a.) The County shall pay Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) for each full autopsy performed; and

b.) The County shall pay Eight Hundred Twenty Five Dollars and No Cents (\$825.00) for each determination of death in which a full autopsy is not performed.

3. **Ratification and Defined Terms.** Except as amended or modified by this Third Renewal, the Agreement shall continue in full force and effect. UTMB and County each hereby ratify, affirm, and agree that the Agreement, as herein modified, represents the valid, binding, and enforceable obligations of UTMB and County, respectively. In the event of any conflict or inconsistency between the provisions of the Agreement, the First Renewal and the Second Renewal, the provisions of this Third Renewal shall control and govern. Except as otherwise defined in this Third Renewal, each of the terms used herein shall have the same meaning assigned to such terms in the Agreement.

IN WITNESS WHEREOF, County and UTMB have caused this Third Renewal to be executed by their authorized representatives, effective as of the year and date first above written.

FORT BEND COUNTY

**THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON**

By: _____
Robert E. Hebert
County Judge

By: Cheryl A. Sadro
Cheryl A. Sadro, CPA, MSM
Executive Vice President &
Chief Business & Finance Officer

Date: _____

Date: 10/26/15

Content Reviewed: GE/dpm

By: Danny O. Jacobs
Danny O. Jacobs, MD, MPH
Executive Vice President and Provost
Dean, School of Medicine

Date: 10/22/15

[Signatures Continued]

