

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS, AND ARANSAS COUNTY, TEXAS, FOR
MEDICAL EXAMINER SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 49 of the Texas Code of Criminal Procedure, and is entered into by and between **Fort Bend County, Texas** (hereinafter "FBC"), a body corporate and politic under the laws of the State of Texas, and **the County of Aransas, Texas**, a body corporate and politic under the laws of the State of Texas (hereinafter "AC"), with both sometimes referred to individually herein as a "Party" or collectively as the "Parties."

PREAMBLE

WHEREAS, pursuant to provisions of the Texas Government Code Chapter 791, the Interlocal Cooperation Act, the parties are authorized to enter into a contract with each other to perform governmental functions and services; and,

WHEREAS, FBC has established and maintains the Office of Medical Examiner ("ME Office") as authorized by Article 49.25 of the Texas Code of Criminal Procedure; and,

WHEREAS, the AC does not have a medical examiner, and an AC Justice of the Peace is required to conduct an inquest into the death of a person who dies in the County under certain circumstances; and,

WHEREAS, if an AC Justice of the Peace determines that a postmortem examination is necessary, the Justice of the Peace may order that a postmortem examination of remains be performed by a physician; and,

WHEREAS, AC is also subject to being ordered to secure postmortem examinations in circumstances other than those found in Chapter 49 of the Texas Code of Criminal Procedure; and,

WHEREAS, the AC desires to obtain the services of the FBC Medical Examiner ("FBC ME") to perform postmortem examinations when a person dies in AC and such examination is necessary; and for the FBC ME to provide sworn testimony in connection with any inquest by an AC Justice of the Peace, or any criminal investigation, or prosecution conducted by a prosecuting attorney.

NOW, THEREFORE, FBC and the AC, both finding that this Agreement is necessary for the benefit of the public and in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in effect beginning on November 1, 2022 and ending on September 30, 2023 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for two (2) successive one (1) year periods beginning on October 1, 2023 (the "Second Term") and on October 1, 2024 (the "Third Term") unless either Party terminates this Agreement by notifying the other Party, in writing, of its desire to terminate this Agreement at least Ninety (90) days in advance. In any event, this Agreement shall expire on September 30, 2025, unless terminated prior to that date or extended by agreement of the Parties.

II. DUTIES AND SERVICES

1. Request for Medical Examiner Services:

a. When a person dies in AC and the AC Justice of the Peace determines, pursuant to Article 49.10 of the Code of Criminal Procedure, that a postmortem examination is necessary, the AC Justice of the Peace may request that the FBC ME perform such examination.

b. AC may also request service by forwarding an order signed by a Texas Department of Criminal Justice Warden, a District Court, or the Governor, ordering that a postmortem examination be performed by or at AC's expense. An order not signed by a Justice of the Peace must be accompanied by a written request signed by the Aransas County Judge's Office to be considered a Request for Services under this Agreement.

2. Postmortem Examinations. FBC, by and through the FBC ME, will perform postmortem examinations as requested. In those cases where the FBC ME believes that a complete postmortem examination is unnecessary to ascertain the cause and manner of death, the FBC ME will advise AC of this finding and may choose to perform an external examination of the remains instead of a full postmortem examination. An external examination can include taking x-rays of the remains and extracting bodily fluids, or tissues for laboratory analysis.

3. AC's Duties. AC agrees to perform the following duties:

a. Submit requests for postmortem examination services.

b. Ensure the following records accompany the remains:

i. the completed form titled "Fort Bend County Report of Death Investigation" (attached hereto as "Exhibit A" and incorporated as if fully set out herein);

ii. the entire police report, including scene photographs and;

iii. all relevant medical records, including hospital admission and emergency

room records, if applicable, and antemortem hospital specimens. If all relevant medical records are not immediately available, the Justice of the Peace will contact the treating hospital to have all specimens retained for later delivery to the ME's Office. Failure to provide all necessary records may result in the FBC ME refusing to accept the remains for a postmortem examination.

- c. Ensure that remains transported to the FBC ME for a postmortem examination are enclosed inside a zippered body bag. The body bag shall have the deceased's name affixed to the outside and security seal.
- d. Transport remains and deliver to the FBC ME's Office as follows:
 - i. *Monday through Friday.* During the regular business hours of 8:00 am-12:00 pm and 1:00 pm-4:30 pm.
 - ii. *Saturday.* During the regular business hours of 8:00 am-12:00 pm.
 - ii. *After Hours and Holidays.* AC may request the issuance of an electronic key card to enable transport provider to access the FBC ME receiving area after normal hours and/or on holidays. The decision of whether to issue such keys is in the sole discretion of the FBC ME. If an electronic key card is issued, such access may be revoked for any reason or no reason at all. Notice of such revocation of key card shall be provided to AC immediately.
- e. AC's Duty to Reclaim Remains upon Release by FBC ME. The FBC ME will notify AC when remains are released by FBC ME. AC will reclaim the remains within Forty-Eight (48) hours of receiving such notice. Upon notification by the FBC ME that the postmortem examination has been completed, AC shall arrange for the remains to be transported.
- f. Ensure clothing accompanies remains. If all or part of the clothing has previously been removed, clothing will be provided with the remains for examination, correlation, and documentation.
- g. Provide known medications. AC shall provide for examination of any medications prescribed for or thought to be used by the deceased. ME Office may dispose of medication after it is inventoried unless AC requests it be returned.
- h. Provide relevant evidence or a description thereof. AC will provide for examination any weapons, ammunition, instruments, or case-related items such as suspected suicide notes, or copies of notes, especially any that are found on/about the person of the deceased. If a weapon is involved and is not provided, a detailed description with appropriate measurements will be provided.
- i. Assist with Identification if Needed. If the identity of the deceased is unknown or

in doubt, AC shall notify FBC ME of such and should help acquire any information, items, or records necessary to help establish identification by scientific means. If no Scientific Identification is requested/performed, AC is solely responsible for the correct certification of the identity of the deceased.

j. Assist with arrangements for organ and tissue donation. In the event the next-of-kin should request tissue or organ donation, AC should coordinate procedures with the ME Office to promote optimum handling and to ensure that appropriate examination can be completed.

k. Retrieve evidence upon request. If requested, AC should send an authorized representative to take possession of items of value or evidence that may be discovered.

l. Perform necessary investigation. AC should provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.

m. Abused children. AC should notify the ME Office of any severely abused injured child at time of hospitalization.

n. Reclaim remains. In the event that the decedent's next-of-kin has not been notified of the death or if next-of-kin is unknown, FBC ME's office will notify AC when the remains have been released. Promptly, at the request of the ME Office, AC will make arrangements to remove the remains of the deceased from the FBC ME's office.

4. Location for Postmortem Examinations. Postmortem examinations shall be performed at the FBC ME's Office located at 3840 Bamore Road, Rosenberg, TX 77471, which is equipped with x-ray facilities and a professional support staff. In consultation with AC, FBC may request that an postmortem examination be performed at a suitable location other than the ME's Office and performed by an appropriately licensed physician.

5. Laboratory Analyses. The FBC ME shall conduct postmortem toxicological analysis, if appropriate, and any other tests considered necessary to assist in determining the cause and manner of death and/or identification of the remains.

6. Testimony. FBC ME personnel performing services pursuant to this Agreement shall appear as reasonably necessary to provide testimony. AC agrees to use its best efforts to schedule the testimony of the FBC ME personnel in such a manner to cause the least amount of disruption in their work schedule.

7. Postmortem Reports. Within One Hundred and Twenty (120) days after the completion of a postmortem examination, the FBC ME will provide a written copy of the preliminary cause of death statement to the Justice of the Peace or County Judge representative who requested the postmortem examination. The FBC ME will provide copies of the postmortem examination report to the Justice of the Peace and a County Judge representative as reasonably available after finalization of the report.

8. Death Certificates. The Justice of the Peace or County Judge representative who requested the postmortem examination be performed shall provide the FBC ME with a copy of the signed Certificate of Death no later than Fourteen (14) days after receipt of the postmortem examination report.

III. FEES FOR SERVICES AND INVOICES

9. Postmortem Examination Fees and Special Test Fees. In consideration for the services provided by the FBC ME, the AC agrees to pay FBC all costs and expenses associated with performing the postmortem examination. In addition to the postmortem examination fee, the AC agrees to pay FBC for any special tests requested by the AC, or deemed appropriate by the FBC ME, that are performed in accordance with this Agreement. These additional charges may include DNA analyses, gunshot residue analysis, and trace evidence collection, if necessary. Fees shall be in accordance with the following schedule:

(a) Standard Postmortem Examination \$2,600.00

(b) External Examination Only \$850.00

(c) Fees for Storage of Remains \$45.00/day

If the decedent's next-of-kin have not been informed of the death or no next-of-kin has been located or identified, FBC shall notify AC that the remains have been released. In the event that AC is unable to reclaim released remains within forty-eight (48) hours of notice of release, an additional fee of Forty-Five Dollars (\$45.00) per day may be assessed to AC. This provision shall survive termination of this Agreement.

10. Additional Services and Additional Costs. Additional exams or other services and associated costs will be proposed to AC prior to performance of said services. Additional Services include, but are not limited to: DNA Analysis; Gunshot Residue Analysis; Trace Evidence Collection; Dental Examination; and Non-Routine Testing such as Toxicology and Radiographic Tests. In the event that FBC should incur any additional costs related to performing the postmortem examination, AC will reimburse FBC for the actual cost incurred with no administrative fee to be applied.

11. Invoices. FBC shall submit an invoice to AC for postmortem examination services performed under this Agreement within thirty (30) days after the services are completed.

12. Payments. AC shall pay the total amount of the invoice within Thirty (30) days of the date of receipt of the invoice by the AC. If the AC fails to pay any invoice within Sixty (60) days after receipt, the FBC ME may refuse to accept any additional remains for postmortem examination.

13. Fair Compensation. FBC and the AC agree and acknowledge that the contractual payments contemplated by this agreement are reasonable and fairly compensate FBC for the services or functions performed under this Agreement.

IV. FUNDS

14. Current Funds. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. AC agrees and acknowledges that the contractual payments in this Agreement shall be made to FBC from current revenues available in the respective year in which services are rendered to the AC. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall endeavor to provide thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

15. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of the AC to pay for services provided by FBC if AC is not able to appropriate sufficient funds to compensate FBC for the services provided under this Agreement.

16. Overdue Payments. It is understood and agreed that Chapter 2251 of the Texas Government Code, "The Prompt Payment Act," applies to this Agreement.

V. RESPONSIBILITY FOR CLAIMS; LIABILITY

17. AC's Responsibilities. To the extent allowed by law, AC agrees to promptly defend, indemnify, and hold FBC harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of AC, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

18. FBC's Responsibilities. To the extent allowed by law, FBC agrees to promptly defend, indemnify, and hold AC harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of FBC, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

VI. TERMINATION

19. Default. Default occurs if:

- a. FBC fails to perform the services or fails to observe and comply with the terms and conditions of this Agreement; or
- b. AC fails to perform its duties under the terms of this Agreement, including its duty to remit payment for services.

20. Termination upon Default. Any Party may seek termination of this Agreement upon the default of the other Party. Should default, as defined herein, occur, the Party affected by such

default shall have the right to terminate this Agreement as of the Thirtieth (30th) day following the receipt of written notice of the defaulting Party of such termination. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default. Default shall occur if:

21. Termination Without Default. It is understood and agreed that either party may terminate this Agreement prior to the expiration of the term set forth above, with or without cause, upon Ninety (90) days prior written notice to the other party. By the next business day following the first Ten (10) days of the subsequent calendar month after the effective date of such termination, FBC will submit an invoice showing the amounts due for the month in which termination occurs in the manner set out above for submitting monthly invoices.

22. No Wavier of Remedies. In the event that the Agreement is prematurely terminated due to default, the Parties reserve their respective rights to pursue all remedies available under the law.

VII. NOTICES

23. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be determined to be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and registered or certified, return receipt requested, in a United States Post Office, addressed to the other Party at its respective address. The following addresses shall be used for notices:

To FBC: Fort Bend County
Attn: County Judge
401 Jackson
Richmond, TX 77469

with a copy to: Fort Bend County Medical Examiner
Attn: Chief Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

To AC: Aransas County
Attn: County Judge
2840 HWY 35N
Rockport, TX 78382

with a copy to: Aransas County
Attn: County Auditor
2840 HWY 35N
Rockport, TX 78382

Either party may designate a different address by giving the other party ten (10) days' written notice.

VIII. ADDITIONAL PROVISIONS

24. Training. The FBC ME will conduct one (1) annual training seminar in Fort Bend at the ME Office that AC's Justices of the Peace, court personnel, and other County officials and employees, including criminal investigators, will be invited to attend.
25. No Interment. FBC shall have no responsibility for burying the remains of the deceased. Consistent with Tex. Health & Safety Code Ann. §711.002(e), AC shall have sole responsibility for interment of the remains.
26. Records Custodian. The Justice of the Peace or County Judge representative who requests services under this Agreement is the custodian of the records generated by the FBC ME in providing these services.
27. Non-Exclusive Agreement. This Interlocal Agreement is a non-exclusive agreement for the provision of services; either party may enter into the same or similar agreements with other individuals, organizations, or entities, in their sole discretion.
28. No Joint Employment. The FBC ME's office personnel shall at all times be solely the employees of FBC. The employees, contractors, and agents of both Parties shall remain solely the employees, contractors, and agents of that respective Party at all times.
29. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by any Party without the prior written consent of the other Parties. Venue shall be in Fort Bend County, Texas.
30. Legal Compliance. The Parties shall comply with all federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals with jurisdiction over any matter affecting the performance of this Agreement. In the event that commencement, performance and/or completion of services requested under this Agreement are, or become, subject to court filing(s), proceeding(s) or order(s) (including but not limited to: injunctions of any type), it shall be the sole responsibility of the AC to respond to and resolve any legal challenges to FBC's satisfaction before service will begin or continue. If service has begun prior to being halted as a result of court order, AC agrees to issue full payment to FBC in accordance with this Agreement and/or reclaim the remains upon request of FBC.
31. Counterparts and Duplicate Originals. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original.
32. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in

carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

33. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

34. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

35. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

36. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

37. Counterparts. This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until executed by all Parties.

38. Authorization. The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last written below.

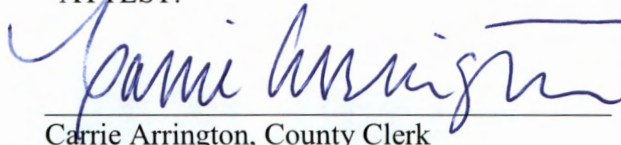
“AC”

Aransas County, Texas

By: 

C.H. “Burt” Mills, Jr., County Judge

ATTEST:



Carrie Arrington, County Clerk

(SEAL)



Additional Signature Page Follows

*Interlocal Cooperation Agreement
Fort Bend County and Aransas County
Medical Examiner Services*

“FBC”
Fort Bend County, Texas

By: _____
KP George, County Judge

ATTEST:

(SEAL)

Laura Richard, County Clerk

Reviewed:

Stephen Pustilnik, M.D.
Chief Medical Examiner

Approved as to Legal Form:

Michelle L. Turner, Esq.
General Counsel Division Chief

EXHIBIT A

**FORT BEND COUNTY
REPORT OF DEATH INVESTIGATION**