

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND DE WITT COUNTY
FOR PERFORMANCE OF POSTMORTEM EXAMS**

THIS INTERLOCAL 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, (hereinafter "Fort Bend County"), a body corporate and politic under the laws of the State of Texas, and **De Witt County**, a body corporate and politic under the laws of the State of Texas ("Requesting County").

PREAMBLE

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

WHEREAS, Fort Bend County has established and maintains the Office of Medical Examiner as authorized by article 49.25 of the Texas Code of Criminal Procedure;

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

WHEREAS, if the justice of the peace determines that a postmortem examination is necessary, the justice of the peace may order that a postmortem examination of the body be performed by a physician;

WHEREAS, Requesting County 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, Requesting County desires to obtain the services of the Fort Bend County Medical Examiner (FBCME) to perform postmortem examinations on persons who die in Requesting County and to provide sworn testimony in connection with any inquest by a justice of the peace or any criminal investigation or prosecution conducted by a prosecuting attorney.

NOW, THEREFORE, Fort Bend County and Requesting County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.
TERM OF AGREEMENT

The term of this Agreement shall begin on the date this Agreement is executed by all parties and will continue in full force until September 30, 2026, unless terminated in accordance with the provisions contained herein. This Agreement shall automatically renew for a one-year term each October 1 through September 30 on the same terms and conditions, unless the parties change any term(s) by written and executed Amendment or the Agreement is terminated by a party in accordance with Section VI of this Agreement.

II.
DUTIES

A. Request for Service.

1. When a justice of the peace in the Requesting County determines pursuant to Article 49.10 of the Code of Criminal Procedure, that a postmortem examination is necessary on the body of a deceased person who died within their jurisdiction, the justice of the peace may request that the FBCME perform an autopsy.
2. Requesting County may also request service by forwarding an order signed by a Texas Department of Criminal Justice (TDCJ) warden, District Court, or Governor ordering that a postmortem examination be performed by or at Requesting County's expense. An order not signed by a justice of the peace must be accompanied by a written ~~signed~~ by Requesting County's County Judge's Office or TDCJ Warden to be considered a Request for Services under this Agreement.

B. Postmortem Examinations. Fort Bend County, by and through the FBCME, will perform Postmortem examinations as requested pursuant to Chapter 49 of the Texas Code of Criminal Procedure. In those cases where a complete autopsy is deemed unnecessary by the Fort Bend County Medical Examiner to ascertain the cause and manner of death, the Fort Bend County Medical Examiner will advise Requesting County of the finding and may perform an external examination of the body, which may include taking x-rays of the body and extracting bodily fluids, or tissues for laboratory analysis, in lieu of the full postmortem examination.

C. Requesting County Responsibilities. Requesting County agrees to perform the following duties:

1. Each request for postmortem examination shall be in writing and accompanied by an order that complies with Section IIA of this Agreement. Fort Bend County and FBCME may rely on any order submitted in this manner as an authorized request of Requesting County. However, the FBCME shall have the discretion to decline any

specific request for autopsy for any reason and/or advise Requesting County that an external examination be done. The FBCME orders toxicology only on decedents where an autopsy or external examination is performed.

2. The following records shall accompany the body: (a) the completed form titled "Fort Bend County Medical Examiner Out of County Investigator's Report" (attached hereto as "Exhibit A" and incorporated by reference as if set forth verbatim herein); (b) the entire police report, including scene photographs and; (c) all relevant medical records, including private clinic records, hospital admission and emergency room records, if applicable, and antemortem hospital specimens. The justice of the peace or investigating agency will contact hospital to have all specimens from the decedent retained for later delivery to Fort Bend County Medical Examiner's Office. Failure to provide all necessary records may result in the Medical Examiner refusing to accept the body for a postmortem examination or delaying finalization of the autopsy report.
3. Each body transported to the FBCME for a postmortem examination must be enclosed inside a zippered body bag acceptable to the Fort Bend County Medical Examiner's Office. The body bag shall have the deceased's name affixed to the outside and a security seal on the zipper closure. Each decedent will also have an identifying tag/band affixed to the body or clothing.
4. Bodies may be received at the Fort Bend County Medical Examiner's Office as follows:
 - a. 24 hours a day every day of the year. Requesting County transportation personnel will adhere to drop off procedure determined by FBCME.
 - b. Requesting County shall not remove decedents from FBCMEO without the presence of FBMEO personnel according to FBMEO policy.
 - c. Requesting County shall ensure that all providers of body transportation provide adequate personnel to transfer decedent to and from body transport carts and autopsy tables at the FBME.
5. Requesting County will reclaim remains within forty-eight (48) hours of receiving notice from FBCME that the postmortem examination has been completed, and Requesting County shall arrange for the remains to be transported to a place of their designation or give authorization for decedent's next of kin to arrange transportation from FBMEO.
6. Clothing shall accompany each body. If all or part of the clothing has previously been removed, clothing should be provided with the body for examination, correlation, and documentation.

7. Requesting County shall provide for examination of any medications prescribed for or thought to be used by the deceased. Fort Bend County Medical Examiner's Office may dispose of medication after it is inventoried unless Requesting County requests its return.
8. Requesting County should provide for examination any object, 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 an object or weapon is not provided, a detailed description with appropriate photographs and measurements will be provided.
9. If the identity of the deceased is unknown or in doubt, Requesting County shall notify FBCME of such and shall effectuate the acquisition of any information, items or records necessary to help establish identification by scientific means. If no Scientific Identification is requested/performed, the submitting authority is solely responsible for the correct certification of the identity of the deceased and shall provide written acceptance of a circumstantiated identification of the deceased. Scientific identification includes fingerprints, forensic odontology, forensic radiology, DNA identification, or identification of implanted devices unique to the decedent. If there is additional expense associated with scientific identification such as genetic, odontologic, radiologic, etc., FBCME will consult with Requesting County who is responsible for the additional charges submitted without mark-up.
10. In the event the next-of-kin should request tissue or organ donation, Requesting County should coordinate procedures with the Fort Bend County Medical Examiner's Office to promote optimum handling and to ensure that appropriate examination can be completed.
11. If requested, Requesting County should send an authorized representative to take possession of items of value or evidence that may be discovered.
12. Requesting County should provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.
13. Requesting County should notify the Fort Bend County Medical Examiner's Office of any severely abusively injured child at time of hospitalization if the child is not expected to survive.
14. Promptly, at the request of the Fort Bend County Medical Examiner's Office, Requesting County will make arrangements to remove from the Medical Examiner's office the remains of the deceased after the performance of the autopsy if the next-of-

kin have not been informed of the death or no next-of-kin has been located or identified.

15. The Requesting County shall notify FBCMEO if there is an objection to performing an autopsy by the decedent's family.

D. Location. Examinations shall be performed at the Fort Bend County Medical Examiner'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 Requesting County, Fort Bend may request that an autopsy be performed at a suitable location other than the Fort Bend County Medical Examiner's Office and performed by an appropriately licensed physician.

E. Laboratory Analyses. The FBCME shall conduct a postmortem toxicological analysis, if appropriate, and any other tests considered necessary to assist in determining the cause and manner of death and identification.

F. Testimony. FBCME personnel performing services pursuant to this Agreement shall appear as reasonably necessary to provide testimony in a criminal case before a court of the Requesting County. The Requesting County agrees to use its best efforts to schedule the testimony of the FBCME's personnel in such a manner to cause the least amount of disruption in their work schedule. Unless otherwise requested by litigants or court, FBCME personnel shall testify by video conferencing.

G. Reports. Within 120 to 180 calendar days after the completion of a postmortem examination, the FBCME will provide a written copy of the preliminary cause of death statement to the justice of the peace who requested the autopsy. If the FBCME is awaiting an outside consultant's report for finalization of the case, the time period for completion of the autopsy report may fall outside of the previously stated time period and will be completed once the outside consultant's report is received. The FBCME will provide copies of the autopsy report to the Justice of the Peace and Requesting County Judge representative as reasonably available after finalization of the report. If the Requesting County desires an exemption from disclosure of an autopsy report or the FBCME case file, the Requesting County shall submit an appropriate request to the Texas Attorney General's Office. The Requesting County shall send a final written opinion from the Attorney General to FBCME.

H. Transportation. The Requesting County shall have the sole responsibility for transporting the deceased to the Fort Bend County Medical Examiner's Office. Upon notification by the FBCME that the autopsy has been completed, the Requesting County shall arrange for the deceased to be transported immediately to a funeral home or allow next of kin to arrange transportation from FBCME.

- I. Training. The FBCME will conduct an annual training seminar, at its discretion, in Fort Bend at the Fort Bend County Medical Examiner's Office that Requesting County's Justices of the Peace, their court personnel, and other criminal justice officials, including investigators, will be invited to attend.
- J. No Interment. Fort Bend County shall have no responsibility for burying the remains of the deceased. Consistent with Tex. Health & Safety Code Ann. § 711.002(e), the Requesting County shall have sole responsibility for interment of the body.
- K. Records Custodian. The Justice of the Peace who requests investigative services under this Agreement is the custodian of the records generated by the Fort Bend County Medical Examiner's Office in providing these services.
- L. Agreement is not exclusive. 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.

**III.
CONSIDERATION FOR SERVICES**

- A. Autopsy Fees. In consideration for the services provided by the Medical Examiner, the Requesting County agrees to pay Fort Bend County all costs and expenses associated with performing the autopsy in accordance with the following schedule:

(a) Standard Autopsy Examination	\$2600.00 per body
(b) External Examination	\$850.00 per body
- B. Additional Costs. In addition to the autopsy fee, the Requesting County agrees to reimburse Fort Bend County for the actual cost incurred for any special tests requested by the Requesting County or deemed appropriate by the Medical Examiner with no administrative fee to be applied, that are performed in accordance with this Agreement. Examples included, but are not limited to: non-routine testing (toxicology, radiographic, etc.), trace elements, dental work, DNA analyses, GSR analysis and trace evidence collection, if required. Prior approval will be requested by Fort Bend County from the Requesting County to proceed with any additional testing.
- C. Storage of Bodies. In the event that Requesting County is unable to reclaim released remains within forty-eight (48) hours of notice of release, Requesting County shall pay Fort Bend County the additional sum of Fifty Dollars (\$50) per day for each body that remains at the Medical Examiner's Office beyond forty-eight (48) hours after notification by the Medical Examiner that the body is ready to be released to the Requesting County.

This provision shall survive termination of this Agreement and shall apply to any bodies currently remaining at the Medical Examiner's Office.

- D. Invoice. Fort Bend County shall submit an invoice to the Requesting County for post mortem services performed under this Agreement thirty (30) days after the service is completed. The Requesting County shall pay the total amount of the invoice within thirty (30) days of the date of receipt of the invoice by the Requesting County. If the Requesting County fails to pay any invoice within sixty (60) days after receipt, the Medical Examiner may refuse to accept any additional bodies for autopsy.
- E. Fair Compensation. Fort Bend County and the Requesting County agree and acknowledge that the contractual payments contemplated by this Agreement are reasonable and fairly compensate Fort Bend County for the services or functions performed under this Agreement.
- F. Death Certificates. The Justice of the Peace who requested the postmortem examination be performed shall provide the Fort Bend County Medical Examiner with a copy of the signed Certificate of Death no later than fourteen (14) days after receipt of the autopsy report. Failure to comply with this provision may result in termination of the contract by Fort Bend County.

IV. FUNDS

- A. Current Funds. The Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to Fort Bend County from current revenues available to the Requesting County.
- B. Certified Availability. The Requesting County has available and has specifically allocated \$_____, as evidenced by a certification of funds by the Requesting County's County Auditor. In the event funds certified available by the Requesting County's County Auditor are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement, Fort Bend County shall have no further obligation to complete the performance of any services until the Requesting County certifies sufficient additional current funds. The Requesting County agrees to immediately notify Fort Bend County regarding any additional certification of funds for this Agreement.
- C. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of the Requesting County to pay for services provided by Fort Bend County when the funds certified by the Requesting County are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement.

D. Overdue Payments. It is understood and agreed that chapter 2251 of the Texas Government Code applies to late payments.

**V.
RESPONSIBILITY FOR CLAIMS**

To the extent allowed by law, Requesting County expressly agrees and acknowledges that Requesting County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the investigative services performed for Requesting County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Fort Bend County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

**VI.
TERMINATION**

- A. Without Notice. If the Requesting County defaults in the payment of any obligation in this Agreement, Fort Bend County is authorized to terminate this Agreement immediately without notice.
- B. With Notice. 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 thirty (30) 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, Fort Bend County 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.

**VII.
NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To Fort Bend County: Fort Bend County
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, TX 77469

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

Requesting County: De Witt County
Attn: County Judge
307 North Gonzales Street
Cuero, TX 77954

with a copy to: De Witt County
Attn: County Attorney
307 North Gonzales Street
Cuero, TX 77954

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

**VIII.
MERGER**

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

**IX.
VENUE**

Exclusive venue for any action arising out of or related to this Agreement shall be in Fort Bend County, Texas.

**X.
MISCELLANEOUS**

- A. 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 in 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 Requesting County to respond to and resolve any legal challenges to Fort Bend County's

satisfaction before service will begin or continue. If service has begun prior to being halted as a result of a court order, Requesting County agrees to issue full payment to Fort Bend County in accordance with Autopsy Fees agreed to in Section III of this Agreement and/or retrieve the body upon request of Fort Bend County.

- B. This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution.

**XI.
HUMAN TRAFFICKING**

BY ACCEPTANCE OF CONTRACT, REQUESTING COUNTY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

{Execution Page Follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, _____.

FORT BEND COUNTY

By: _____
KP George, County Judge

ATTEST:

Date: _____

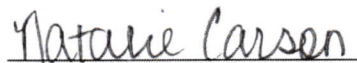
Laura Richard, County Clerk

DE WITT COUNTY

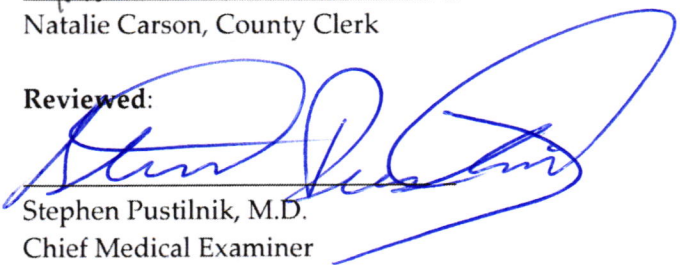
By: 
Daryl L. Fowler, County Judge

ATTEST:

Date: January 12, 2026


Natalie Carson, County Clerk

Reviewed:


Stephen Pustilnik, M.D.
Chief Medical Examiner
Fort Bend County

CERTIFICATION OF FUNDS

Pursuant to Section 111.093 of the Texas Local Government Code, I certify that the county budget contains an ample provision for the obligations of **De Witt County** under this Agreement and that funds are or will be available in the amount of \$ 28,000.00 to pay the obligations when due.

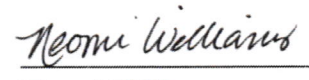
By: 
Neomi Williams,
DE WITT COUNTY AUDITOR

Exhibit A: Fort Bend County Report of Death Investigation (2 pages)

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EXHIBIT A

**FORT BEND COUNTY
REPORT OF DEATH INVESTIGATION**

