

THE STATE OF TEXAS           §  
                                           §  
 COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN  
 FORT BEND COUNTY AND  
 MATAGORDA 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 "FBC"), a body corporate and politic under the laws of the State of Texas, a MATAGORDA COUNTY a body corporate and politic under the laws of the State of Texas, ,Court ("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 ("ME Office") as authorized by article 49.25 of the Texas Code of Criminal Procedure;

**WHEREAS**, the 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**, the REQUESTING COUNTY desires to obtain the services of the Fort Bend County Medical Examiner ("FBCME") to perform postmortem examinations on persons who died in the 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**, FBC and the REQUESTING COUNTY, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.  
TERM

The term of this Agreement shall begin on DATE and end on September 30, 2020, 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 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 request signed by Requesting County's County Judge's Office to be considered a Request for Services under this Agreement.

B. Postmortem Examinations. Fort Bend, by and through the FBCME, will perform Postmortem examinations as requested in Section IIA of this Agreement. In those cases where a complete autopsy is believed to be unnecessary by the Medical Examiner to ascertain the cause and manner of death, the FBCME will advise Requesting County of this finding and may perform an external examination of the body, which can include taking x-rays of the body and extracting bodily fluids, or tissues for laboratory analysis.

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

1. Each request for a postmortem examination shall be in writing and accompanied by an order that complies with Section IIA of this Agreement. Fort Bend County and the 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 perform an external examination of the body.
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 and incorporated herein); (b) the entire police report, including scene photographs and; (c) all relevant medical records, including hospital admission and

emergency room records, if applicable, and antemortem hospital specimens or justice of the peace will contact hospital to have all specimens retained for later delivery to the ME Office. Failure to provide all necessary records may result in the FBCME refusing to accept the body for a postmortem examination.

3. Each body transported to the FBCME for a postmortem examination must be enclosed inside a zippered body bag acceptable to the ME Office. The body bag shall have the deceased's name affixed to the outside and security seal.
4. Bodies may be received at the ME Office as follows:
  - A. During regular business hours: During the hours of 8:00 am-12:00pm, 1:00pm-4:30pm on non-holiday Mondays through Fridays and 8:00am-12:00pm on non-holiday Saturdays.
  - B. After hours upon the issuance of an electronic key card by the FBCME to Requesting County's transport providers which will allow access to the cooler receiving area of the FBMEO. The decision to grant an electronic key card is within the sole discretion of FBCME (in accordance with all internal FBC policies) and once granted; may be revoked at any time, with or without reason stated.
5. 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.
6. Requesting County 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 submitting requests its return.
7. Requesting County should 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 not provided, a detailed description with appropriate measurements will be provided.
8. If the identity of the deceased is unknown or in doubt, Requesting County shall notify FBCME 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, the submitting authority is solely responsible for the correct certification of the identity of the deceased.
9. In the event the next-of-kin should request tissue or organ donation, Requesting County should coordinate procedures with the ME Office to promote optimum handling and to ensure that appropriate examination can be completed.
10. If requested, Requesting County should send an authorized representative to take possession of items of value or evidence that may be discovered.
11. Requesting County should provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.
12. Requesting County should notify the ME Office of any severely abusively injured child at time of hospitalization.
13. Promptly, at the request of the ME Office, Requesting County will make arrangements to remove from the ME 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.

- D. Location. Examinations shall be performed at the ME 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 ME 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 district court of the Requesting County. The Requesting County agrees to use its best efforts to schedule the testimony of the FBCME personnel in such a manner to cause the least amount of disruption in their work schedule.
- G. Reports. Within a reasonable time 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 or County Judge representative who requested the autopsy. The FBCME will provide copies of the autopsy report to the justice of peace County Judge representative as reasonably available after finalization of the report.
- H. Transportation. The Requesting County shall have the sole responsibility for transporting the deceased to the FBC Medical Examiner's Office. Upon notification by the Medical Examiner that the autopsy has been completed, the Requesting County shall arrange for the deceased to be transported immediately to a funeral home.
- I. Training. The FBCME will conduct one annual training seminar in Fort Bend at the ME Office that Requesting County's Justices of the peace, their court personnel and other County officials and employees 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 or County Judge representative who requests services under this agreement is the custodian of the records generated by the ME 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 FBCME, 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. In addition to the autopsy fee, the Requesting County agrees to pay Fort Bend County for any special tests requested by the Requesting County or deemed appropriate by the FBCME, that are performed in accordance with this Agreement. These additional charges may include DNA analyses, GSR analysis and trace evidence collection, if required, in accordance with the Fee Schedule attached hereto and incorporated herein as Exhibit "A."
- C. Storage of Bodies. The Requesting County shall pay Fort Bend County the additional sum of Forty Five Dollars (\$45) per day for each body that remains at the ME Office beyond forty-eight 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 ME Office.
- D. Additional Costs. In the event that Fort Bend should incur any additional costs related to performing the examination, Requesting Entity will reimburse Fort Bend for the actual cost incurred with no administrative fee to be applied. Examples include, but are not limited to: non-routine testing (toxicology, radiographic etc.), trace elements and dental work.
- E. 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.
- F. 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.

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.

VI.  
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  
                                          401 Jackson  
                                          Richmond, TX 77469  
                                          Attn: County Judge

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

Requesting County:           Matagorda County  
                                          1700 7<sup>th</sup> Street, Room 301  
                                          Bay City, Texas 77414  
                                          Attn: County Judge

with a copy to:                   Matagorda County Attorney  
                                          1700 7<sup>th</sup> Street, Room 3015  
                                          Bay City, Texas 77414

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

VII.  
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.

VIII.  
VENUE

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

IX.  
MISCELLANEOUS

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.

IX.  
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.

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 28<sup>th</sup> day of December, 2020.

FORT BEND COUNTY

*KP George*  
County Judge KP George

By: \_\_\_\_\_  
KP George, County Judge  
Date: 12/15/2020



ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk

MATAGORDA COUNTY

By: *Nate McDonald*  
Nate McDonald, County Judge

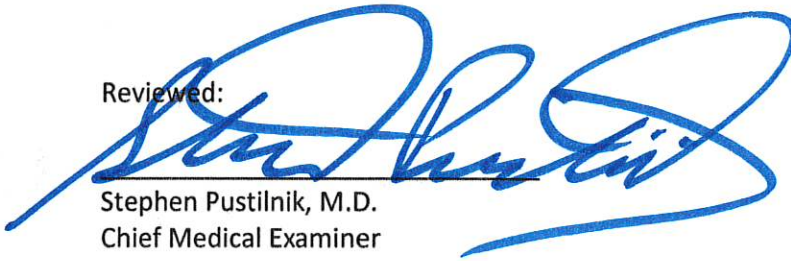
Date: December 28, 2020



ATTEST:

*Stephanie Wurtz*  
Stephanie Wurtz, County Clerk

Reviewed:

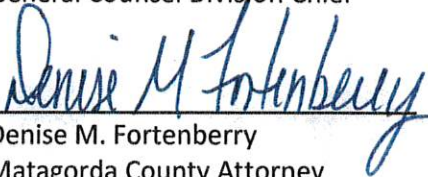


Stephen Pustilnik, M.D.  
Chief Medical Examiner

Approved as to Legal Form:



Michelle L. Turner  
General Counsel Division Chief



Denise M. Fortenberry  
Matagorda County Attorney

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 **REQUESTING COUNTY** under this Agreement and that funds are or will be available in the amount of **UPDATE** to pay the obligations when due.

By:



REQUESTING COUNTY AUDITOR

## EXHIBIT A

### List of Matagorda County Officials

POSITION	NAME	ADDRESS	EMAIL	PHONE	FAX	REMARKS
District Judge 130 <sup>th</sup> Judicial District	Fortenberry, Denise	1700 7 <sup>th</sup> Street #317 Bay City, TX 77414	<a href="mailto:bcarlin@co.matagorda.tx.us">bcarlin@co.matagorda.tx.us</a>	979-244-7635	979-245-6748	
District Judge 23 <sup>rd</sup> Judicial District	Hardin, Ben	100 S. Fulton #100 Wharton, TX 77488	<a href="mailto:dc.23rd@outlook.com">dc.23rd@outlook.com</a>	979-236-4216	n/a	
County Judge	McDonald, Nate	1700 7 <sup>th</sup> Street #301 Bay City, TX 77414	<a href="mailto:cojudge@co.matagorda.tx.us">cojudge@co.matagorda.tx.us</a>	979-244-7605	979-245-3697	For contract purposes and for billing purposes
District Attorney	Reis, Steven	1700 7 <sup>th</sup> Street #325 Bay City, TX 77414	<a href="mailto:sreis@co.matagorda.tx.us">sreis@co.matagorda.tx.us</a>	979-244-7657	979-245-9409	
County Auditor	Kubecka, Kristen	2200 7 <sup>th</sup> Street #208 Bay City, TX 77414	<a href="mailto:kkubecka@co.matagorda.tx.us">kkubecka@co.matagorda.tx.us</a>	979-241-0120	979-245-4191	
JP 1	Sanders, Jason	1700 7 <sup>th</sup> Street #201 Bay City, TX 77414	<a href="mailto:jp1@co.matagorda.tx.us">jp1@co.matagorda.tx.us</a>	979-244-7666	979-244-7696	
JP 2	LeBlanc, Ronald	PO Box 656 Matagorda, TX 77457	<a href="mailto:rleblanc@co.matagorda.tx.us">rleblanc@co.matagorda.tx.us</a>	979-863-2035	n/a	

POSITION	NAME	ADDRESS	EMAIL	PHONE	FAX	REMARKS
JP 3	Tapia, Amy O.	405 Commerce Street Palacios, TX 77465	<a href="mailto:atapia@co.matagorda.tx.us">atapia@co.matagorda.tx.us</a>	361-972-5313	361-972-6627	
JP 4	Finlay, Mark	PO Box 508 Markham, TX 77456	<a href="mailto:mfinlay@co.matagorda.tx.us">mfinlay@co.matagorda.tx.us</a>	979-843-5601	979-843-5471	
JP 6	Powell, James E.	22001 FM 457 Sargent, TX 77414	<a href="mailto:jpowell@co.matagorda.tx.us">jpowell@co.matagorda.tx.us</a>	979-245-0358	979-245-2805	