

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
 FORT BEND AND GRIMES COUNTY
FOR PERFORMANCE OF POSTMORTEM EXAMINATIONS**

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, and **Grimes 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, FBC 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, FBC 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, 2025, 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 Services.

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 such an examination.
2. Requesting County may also request services 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 request signed by Requesting County's County Judge's Office to be considered a Request for Services under this Agreement.

- B. Postmortem Examinations.** FBC, 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 FBCME to ascertain the cause and manner of death, the FBCME 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 Services shall be in writing and accompanied by an order that complies with Section IIA of this Agreement. FBC 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 perform an external examination of the body.

2. The following records shall accompany the body: (a) the completed form titled "Fort Bend County Report of Death Investigation" (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 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 FBCME's Office. Failure to provide all necessary records may result in the Medical Examiner 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 FBCME's Office. The body bag shall have the deceased's name affixed to the outside and security seal.
4. Bodies may be received at the FBCME's Office as follows:
 - a. During regular business hours: During the hours of 8:00am – 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 FBCME's Office. 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. Requesting County will reclaim remains within forty-eight (48) hours of receiving notice from FBCME that the postmortem examination has been completed or at the request of the FBCME's Office, and Requesting County shall arrange for the remains to be transported in all cases, including if the next-of-kin of the deceased have not been informed of the death or no next-of-kin has been located or identified.
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. FBCME's Office may dispose of medication after it is inventoried unless Requesting County requests its return.
8. Requesting County should provide for examination of 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.

9. 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.
 10. In the event the next-of-kin should request tissue or organ donation, Requesting County should coordinate procedures with the FBCME'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 FBCME's Office of any severely abusively injured child at time of hospitalization if the child is not expected to survive.
- D. Location. Examinations shall be performed at the FBCME'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, FBCME may request that an autopsy be performed at a suitable location other than the FBCME'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.

- II. Transportation. The Requesting County shall have the sole responsibility for transporting the deceased to the FBCME'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.
- I. Training. The FBCME will conduct one annual training seminar in FBC at the FBCME'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. FBC 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 FBCME'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 FBCME, the Requesting County agrees to pay FBC 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 FBC for the actual cost incurred for any special tests requested by the Requesting County or deemed appropriate by the FBCME 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, CSR analysis and trace evidence collection, if required. Prior approval will be requested by FBC 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 FBC the additional sum of Fifty Dollars (\$50) per day for each body that remains at the FBCME's Office beyond forty-eight (48) hours after notification by the FBCME 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 FBCME's Office.
- D. Invoice. FBC shall submit an invoice to the Requesting County for post mortem services performed under this Agreement thirty (30) days after the services are 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 FBCME may refuse to accept any additional bodies for autopsy.
- E. Fair Compensation. FBC and the Requesting County 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.
- F. Death Certificates. The Justice of the Peace who requested the postmortem examination be performed shall provide the FBCME 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 FBC.

IV. FUNDS

- A. Current Funds. The Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to FBC from current revenues available to the Requesting County.
- B. Certified Availability. The Requesting County has available and has specifically allocated \$143,000 (for all autopsies ordered by the Requesting County) 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 FBC for the services provided under this Agreement, FBC 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 FBC 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 FBC when the funds certified by the Requesting County are no longer sufficient to compensate FBC 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

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, MALICIOUS, GROSSLY NEGLIGENT OR NEGLIGENT 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, FBC 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, 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.

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 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
Requesting County:	Grimes County Attn: County Judge 270 FM 149 W Anderson, TX 77830
with a copy to:	Grimes County Attn: Auditor 270 FM 149 W Anderson, TX 77830

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 FBC's satisfaction before services will begin or continue. If services have begun prior to being halted as a result of a court order, Requesting County agrees to issue full payment to FBC in accordance with Autopsy Fees agreed to in Section III of this Agreement and/or retrieve the body upon request of FBC.
- 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}

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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 26th day of September, 2023.

FORT BEND COUNTY



ATTEST:

Laura Richard
Laura Richard, County Clerk

By:

KP George

County Judge KP George
KP George, County Judge

Date: September 26, 2023

GRIMES COUNTY

By:

Joe Fauth III

Joe Fauth III, County Judge

ATTEST:

Vanessa Burzynski
Vanessa Burzynski, County Clerk

Date: 09/06/2023

Reviewed:

Stephen Pustilnik
Stephen Pustilnik, M.D.
Chief Medical Examiner

Approved as to legal form:

Kendralyn C. Jasper
Kendralyn C. Jasper,
Assistant County Attorney

CERTIFICATION OF FUNDS

I certify that the county budget contains an ample provision for the obligations of **Grimes County** under this Agreement and that funds are or will be available in the amount of **\$143,000** (for all autopsies ordered by Grimes County) to pay the obligations when due.

By:

Jessica Murphy

GRIMES COUNTY AUDITOR

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

EXHIBIT A

**FORT BEND COUNTY
REPORT OF DEATH INVESTIGATION**

			Nose	Mouth	Ears		Livor
Arms:		Blood				Too Soon_____	None_____
Legs:		Froth				Jaw _____	Color_____
						Neck _____	Anterior_____
Neck:		Other				Arms R _____L_____	Posterior_____
		Sand,water,etc				Legs R _____L_____	Lateral R _____L_____
Describe:						Inappropriate_____	Face_____
						Passing _____	R _____L_____
						Passed _____	Inappropriate_____
							Fixed_____

Means/Weapons	<input type="checkbox"/> Revolver <input type="checkbox"/> Semi-Auto <input type="checkbox"/> Shotgun <input type="checkbox"/> Rifle Cal./Ga./Make/Model				Shotgun	Knife	Other
Barrel Length ____	How Loaded ____		Shots Fired:		Ammo Brand:		
<input type="checkbox"/> Jacketed <input type="checkbox"/> Semi Jacketed <input type="checkbox"/> Plated <input type="checkbox"/> Bare Lead <input type="checkbox"/> Knife					Blade Length Broken		Width (max)
Other Weapon(s)				Weapon(s) Found			
Where							

Official Title: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Source(s) of information/Official Title, Relationship of Decedent:
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Property of Deceased:	
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Report Prepared By: _____ Date: _____