

COPY

INTERLOCAL AGREEMENT
FOR PERFORMANCE OF POSTMORTEM EXAMINATIONS
BY THE HARRIS COUNTY INSTITUTE OF FORENSIC SCIENCES

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

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 entered into by and between **Harris County**, acting by and through its governing body, the Harris County Commissioners Court, and **Polk County** (the "Requesting County"), acting by and through its governing body, the Polk County Commissioners Court.

RECITALS:

Pursuant to article 49.25 of the Texas Code of Criminal Procedure, Harris County has established and maintains the Harris County Institute of Forensic Sciences which includes the Office of Medical Examiner;

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;

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; and

The Requesting County desires to obtain the services of the Institute of Forensic Sciences (the "Medical Examiner") 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, Harris County and the Requesting County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.
TERM

The term of this Agreement shall begin on June 1, 2010 and end on May 31, 2011, unless terminated in accordance with the provisions contained herein.

II. SERVICES

A. Postmortem Examinations. Postmortem examinations will be performed by the Medical Examiner pursuant to chapter 49 of the Texas Code of Criminal Procedure at the Joseph A. Jachimczyk Forensic Center ("Forensic Center") in Houston, Texas. In those cases where a complete autopsy is deemed unnecessary by the Medical Examiner to ascertain the cause and manner of death, the Medical Examiner may perform an external examination of the body, which may include taking x-rays of the body and extracting bodily fluids for laboratory analysis.

1. *Written Request.* 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 Medical Examiner perform an autopsy. Each request for a postmortem examination shall be in writing, accompanied by an order signed by the justice of the peace. However, the Medical Examiner shall have the discretion to decline any specific request for autopsy and instead perform an external examination of the body.
2. *Written Records.* The following records shall accompany the body: (1) the completed form titled "Harris County Institute of Forensic Sciences Out of County Investigator's Report" (attached hereto and incorporated herein); (2) the entire police report, including scene photographs and; (3) all relevant medical records, including hospital admission and emergency room records, if applicable. Failure to provide all necessary records may result in the Medical Examiner refusing to accept the body for a postmortem examination.
3. *Body Bag.* Each body transported to the Medical Examiner for a postmortem examination must be enclosed inside a zippered body bag. The body bag shall have the deceased's name affixed to the outside.

B. Laboratory Analyses. The Medical Examiner 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.

C. Testimony. Medical Examiner 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 Medical Examiner's personnel in such a manner to cause the least amount of disruption in their work schedule.

D. Reports. Within a reasonable time after the completion of a postmortem examination, the Medical Examiner will provide a written copy of the autopsy report to the justice of the peace who requested the autopsy.

E. Transportation. The Requesting County shall have the sole responsibility for transporting the deceased to the Forensic Center. Upon notification by the Medical Examiner that the autopsy

has been completed, the Requesting County shall make arrangements for the deceased to be transported immediately to a funeral home.

F. Training. The Medical Examiner will conduct an annual training seminar at the Forensic Center in Houston for justices of the peace, their court personnel and other criminal justice officials, including investigators.

G. No Interment. Harris 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.

III.

CONSIDERATION FOR SERVICES

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

- | | |
|----------------------------------|------------------|
| (a) Standard Autopsy Examination | \$2,250 per body |
| (b) External Examination | \$1,000 per body |

B. Special Tests. In addition to the autopsy fee, the Requesting County agrees to pay Harris County for any special tests requested by the Requesting County or deemed appropriate by the Medical Examiner, that are performed by the Harris County Forensic Laboratory or an independent laboratory. 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. Testimony. The Requesting County shall additionally pay Harris County for the time spent by the Medical Examiner's pathologists, the Chief Toxicologist, or other personnel providing sworn testimony in connection with a postmortem examination requested by the Requesting County. Testimony fee are in accordance with the Harris County Medical Examiner's Fee Schedule, attached hereto and incorporated herein. These rates shall apply also to pretrial preparation, attendance at pretrial conferences, travel time and any time spent waiting to provide testimony.

D. Storage of Bodies. The Requesting County shall pay Harris County the additional sum of Forty Five Dollars (\$45) per day for each body that remains at the Forensic Center 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 Forensic Center.**

E. Invoice. Harris County shall submit an invoice to the Requesting County for post mortem services performed under this Agreement within 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 from Harris 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. Harris County and the Requesting County agree and acknowledge that the contractual payments contemplated by this agreement are reasonable and fairly compensate Harris County for the services or functions performed under this Agreement.

G. Death Certificates. The justice of the peace who requested the postmortem examination be performed shall provide the Medical Examiner with a copy of the signed Certificate of Death no later than thirty (30) days after receipt of the autopsy report. **Failure to comply with this provision may result in termination of the contract by Harris County.**

IV.
FUNDS

A. Current Funds. The Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to Harris County from current revenues available to the Requesting County.

B. Certified Availability. The Requesting County has available and has specifically allocated \$12,750.00, 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 Harris County for the services provided under this Agreement, Harris 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 Harris 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 Harris County when the funds certified by the Requesting County are no longer sufficient to compensate Harris 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.
TERMINATION

A. Without Notice. If the Requesting County defaults in the payment of any obligation in this Agreement, Harris 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. Harris 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 Harris County: Harris County
Harris County Administration Building
1001 Preston, Suite 911
Houston, Texas 77002-1896
Attn: County Judge

with a copy to: Harris County Institute of forensic Sciences
1885 Old Spanish Trail
Houston, Texas 77054-2098
Attn: Chief Medical Examiner

To Polk County: Polk County
101 West Church Street, 3rd Floor
Livingston, Texas 77351
Attn: County Judge

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 Harris 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.

APPROVED AS TO FORM:
VINCE RYAN
County Attorney

HARRIS COUNTY

By _____
BARBARA CLLISTIEN
Assistant County Attorney

By _____
ED EMMETT
County Judge

Date Signed: _____

APPROVED:

POLK COUNTY

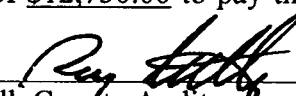
LUIS A. SANCHEZ, M.D.
Harris County Medical Examiner

By 
County Judge

Date Signed: _____

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 **Polk County** under this Agreement and that funds are or will be available in the amount of \$12,750.00 to pay the obligations when due.



Polk County Auditor

Date Signed: 5-11-10