



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 10

DATE: 1/28/2025

**SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY, D/B/A TARRANT COUNTY MEDICAL EXAMINER'S
OFFICE AND ERATH COUNTY FOR THE PROVISION OF MEDICAL
EXAMINER SERVICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County, d/b/a Tarrant County Medical Examiner's (TCME) Office and Erath County for the provision of Medical Examiner Services.

BACKGROUND

Erath County requests that the TCME's Office provide medical examiner services, including conducting examinations, autopsies, or other services authorized by the Texas Code of Criminal Procedure Chapter 49.

With approval, TCME's Office will provide medical examiner services to Erath County under this ILA, in which Erath County agrees to compensate Tarrant County for services rendered under the agreement pursuant to the TCME Office fee schedule.

The term of this agreement shall be from February 1, 2025 through September 30, 2025. Either party may terminate this agreement with or without cause at any time up to ninety (90) day's written notice.

The Criminal District Attorney's Office has approved this ILA as to form.

FISCAL IMPACT

The increased revenues that Tarrant County will receive through this ILA will be dependent upon the number of requests for services that TCME's Office receives.

SUBMITTED BY	Medical Examiner	PREPARED BY:	Kelly Clark
		APPROVED BY:	Dr. Kendall Crowns

INTERLOCAL AGREEMENT

This Interlocal Agreement is made between Tarrant County, acting through its governing body, the Tarrant County Commissioners Court, and Erath County, acting through its governing body, the Erath County Commissioners Court, collectively referred to herein as the "Parties."

WHEREAS, Tarrant County maintains a Medical Examiner's Office and an appointed Medical Examiner ("Medical Examiner") pursuant to Article 49.25 of the Texas Code of Criminal Procedure; and

WHEREAS, a Justice of the Peace of Erath County may exercise discretion to direct a physician to conduct an autopsy under Article 49.10 of the Texas Code of Criminal Procedure; and

WHEREAS, the Medical Examiner maintains sufficient capacity and personnel in its Medical Examiner's Office to conduct additional autopsies; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement; and

WHEREAS, the Parties provide vital governmental functions and services in the areas of public health and welfare and other governmental functions in which the Parties are mutually interested;

WHEREAS, in regards to the performance of said government functions and the payment for the performance of those governmental functions under this Agreement, the Medical Examiner and Erath County shall make their respective performance and payment from the current revenues legally available to that party; and

WHEREAS, the Commissioners Court of Tarrant County and the Commissioners Court of Erath County make the following findings:

- A. This Agreement serves the common interests of both parties;
- B. This Agreement will benefit the public;
- C. Tarrant County and Erath County have authorized their representative(s) to sign this Agreement.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by Tarrant County and Erath County for mutual consideration stated herein:

1. MEDICAL EXAMINER DUTIES

The Medical Examiner will provide the following:

1.1 For any case in which a Erath County Justice of the Peace authorizes the Medical Examiner to conduct an examination, autopsy, or other services authorized by the Texas Code of Criminal Procedure Chapter 49, the Medical Examiner will perform inquests on deaths that fall within the jurisdiction of the Medical Examiner's Office as defined in Article 49.25 of the Texas Code of Criminal Procedure by performing necessary examinations to determine both the cause and manner of death. The personnel assigned to conduct the inquest shall be within the sole discretion of the Medical Examiner and is based on the duty roster of that given day. The following list is an example and is not intended to prevent or to limit the Medical Examiner from instituting newer scientifically reliable and admissible testing to either replace or enhance the following:

- a. External examinations, partial autopsies or complete autopsies, as deemed necessary;
- b. Forensic chemistry and toxicology work-ups (including blood/urine/vitreous ethanol as well as acidic, basic and neutral drug screen and drugs of abuse with confirmation by use of liquid or gas chromatograph-mass spectrometry and when deemed necessary, hair analysis and testing for rohypnol and other "date rape" drugs);
- c. Collection of trace evidence upon law enforcement request. However, no testing of said Trace evidence will be performed by the Medical Examiner;
- d. Microscopy special laboratory testing including chemistry cultures, serology and DNA testing (including polymerase chain reaction, short tandem repeat analysis, mitochondrial DNA testing and other DNA testing methods as they become available) when warranted;
- e. Identification of human remains by dental impressions, comparisons and analysis; long bone comparisons, x-ray/photo superimposition, postmortem fingerprinting; fluorescent examination of latent prints; forensic anthropology review and consultation as deemed necessary; and
- f. Photography.

1.2 Prepare complete inquest reports which will be properly indexed, giving the name of every person whose death is investigated, the place where the body was found, age/sex/race, if known, date of death/date found, and the cause and manner of death. Original copies of said inquest reports will be provided free of charge to Erath County and transmitted to the Justice of the Peace. It is understood by the Parties that any reports, documents, property, specimens, evidence, or other information obtained or generated by the Medical Examiner are the property of the Justice of the Peace who ordered the examination under Texas Code of Criminal Procedure Section 49.10, but may be held on behalf of the Justice of the Peace by the Medical Examiner. Should the Medical Examiner receive a subpoena or other legal request for records of a Erath County Justice of the Peace held by the Medical Examiner, the Medical Examiner will refer the party seeking production of the records to the appropriate Erath County Justice of the Peace. The Medical Examiner is not authorized to release Erath County Justice of the Peace records unless written authorization to do so is provided to the Medical Examiner by the appropriate Erath County Justice of the Peace. Upon request of the Justice of the Peace, any documents or items related to the death investigation shall be delivered to the Justice of the Peace by the Medical Examiner.

1.3 Prepare and issue preliminary Certificates of Death within ten (10) working days of the inquest as required by law.

1.4 Issue Cremation Permits on a reasonable fee basis to funeral homes on request.

1.5 Consult with Erath County's law enforcement agents including police officers, Sheriff's deputies, and prosecuting attorneys in cases in which inquests are performed. Personnel from Erath County law enforcement agency with a legitimate interest in the inquest shall be permitted to attend an autopsy.

1.6 Testify as expert witnesses at Erath County's Grand Jury hearings, as well as in Criminal Courts when requested in cases on which inquests are performed. Erath County will be responsible for the costs associated with travel and lodging, if any, of producing the Medical Examiner's employee or former employee for testimony. All costs associated with providing testimony will be charged to Erath County pursuant to paragraphs 2.8, 3.1, 3.2, and 3.3

1.7 Cases received by the Medical Examiner from Erath County shall not take priority over cases from other Tarrant County Medical Examiner District member counties.

1.8 The maintenance, operation, and control of the Tarrant County Medical Examiner's Office remains with Tarrant County.

2. ERATH COUNTY'S DUTIES

2.1 Prior to the start of an inquest by the Medical Examiner, the Justice of the Peace for Erath County shall provide a written and signed authorization permitting the Medical Examiner to perform an inquest. Such authorization shall include, at a minimum, an order by the Justice of the Peace designating the Medical Examiner as the physician authorized to perform an examination and related testing under Texas Code of Criminal Procedure Chapter 49.

2.2 Arrange for transportation from Erath County to the Medical Examiner, and back to Erath County once the Medical Examiner deems the decedent is ready for release. All legal responsibility or cost associated with the transportation of a decedent shall be borne exclusively by Erath County. A written and signed release form shall be executed by Erath County permitting transportation of the decedent to the Medical Examiner.

2.3 Prior to the decedent's transportation to the Medical Examiner, Erath County shall provide adequate investigative information for the Medical Examiner to perform the inquest. Erath County acknowledges that the inquest process undertaken by the Medical Examiner shall not begin until sufficient information is provided. What is deemed sufficient information to begin the inquest is at the discretion of the assigned Medical Examiner Pathologist. Information provided by Erath County shall include the following documents and information:

- a. Signed inquest authorization form and transportation form;
- b. Medical records;
- c. Scene photographs;
- d. Police reports, accident reports, or similar records from law enforcement; and
- e. Any other documents or information that Medical Examiner personnel deem necessary to perform the inquest following receipt of the decedent.

2.4 Make every diligent effort to deliver decedents to the Medical Examiner as soon as practicable following the conclusion of Erath County's investigation. Erath County shall arrange for pick-up of decedents from the Medical Examiner once the inquest is completed and make all efforts to minimize the amount of time the decedent is stored at the Medical Examiner. Erath County shall provide or otherwise arrange for pick-up and drop-off of decedents on every day of the week, including weekends and holidays. Storage fees shall begin to be assessed on a daily basis if the decedent is not picked up by Erath County within seventy- two (72) hours after notification is received by Erath County that the decedent is ready, and these extra fees shall be paid by Erath County no later than thirty (30) days following the receipt of an invoice.

2.5 In cases in which law enforcement wishes to attend the examination, Erath County shall inform the Medical Examiner prior to the body's arrival that law enforcement wishes to attend. The Medical Examiner will make reasonable arrangements with law enforcement regarding the time of autopsy to try to accommodate this law enforcement request. The Medical Examiner will not wait on law enforcement to perform autopsies due to unforeseen circumstances (i.e., weather conditions, motor vehicle accident, etc.), nor will autopsies be performed outside of normal business hours. If law enforcement is unable to attend, a representative of the Medical Examiner will call with the results of the autopsy.

2.6 Prepare and issue preliminary Certificates of Death. Once Erath County receives completed reports from the Medical Examiner, Erath County shall complete a medical amendment on all pending Certificates of Death.

2.7 Submit payment to Tarrant County for services rendered no later than thirty (30) days following the receipt of an invoice. Payment shall be made payable to Tarrant County, Texas and shall be remitted to:

Tarrant County
c/o Auditor's Office
100 E. Weatherford, Room 506
Fort Worth, Texas 76196-0103

2.8 Erath County agrees to compensate Tarrant County for services rendered under this Agreement pursuant to the Medical Examiner's fee schedule, as described in Paragraphs 3.1 through 3.3. For any testimony of a Tarrant County employee required under paragraph 1.6, associated reasonable lodging costs shall be charged to Erath County based on the actual costs incurred by Tarrant County. Travel costs associated with testimony under paragraph 1.6 shall be charged to Erath County on an hourly basis according to the Medical Examiner's fee schedule. In the event that payment for services rendered are not paid by Erath County within thirty (30) days following receipt of an invoice, no further services shall be performed for Erath County until payment for all prior services rendered has been received by Tarrant County.

3. FEE SCHEDULE

3.1 A copy of the fee schedule in effect as of the start date of this Agreement is attached hereto as Exhibit A. This fee schedule is subject to amendment, change, or update at any time without prior approval of Erath County.

3.2 A copy of the fee schedule shall be posted at <https://www.tarrantcounty.com/mefees> and the version of the fee schedule on this website shall be considered the fee schedule in effect at the time services are rendered by the Medical Examiner.

3.3 In the event Tarrant County changes the fee schedule, written notice will be sent to Erath County within thirty (30) days of the change. A copy of the fee schedule following any amendment, change, or update may also be posted within thirty (30) days of this written notice at <https://www.tarrantcounty.com/mefees>.

4. TERMINATION

4.1 This Agreement may be terminated with or without cause by either Party at any time upon ninety (90) day's written notice.

4.2 In the event of termination, it is understood and agreed that only the amount due for services provided and expenses incurred by the Medical Examiner to the date of termination would be due and payable by Erath County.

4.3 Notice of termination or any other writing or demand is deemed given when specifically denoted as such, and personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

Office of the Chief Medical Examiner
Tarrant County Medical Examiner and Forensic Laboratories
200 Feliks Gwozdz Place
Fort Worth, Texas 76104-4919

5. TERM OF AGREEMENT

5.1 The term of this agreement will run from February 1, 2024 through September 30, 2025.

5.2 This Agreement must be approved by the Tarrant County Commissioners Court and the Erath County Commissioners Court.

6. MISCELLANEOUS

This agreement supersedes all prior representations and agreements. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this agreement. Venue for any legal action regarding this agreement shall be in the district courts of Tarrant County, Texas.

7. FORM 1295 ACKNOWLEDGEMENT

The County of Erath County acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in TEX. GOV'T CODE Section 2252.90, and therefore, no disclosure of interested parties pursuant to TEX. GOV'T CODE Section 2252.908 is required.

RESOLVED AND ORDERED this _____ day of _____.

**STATE OF TEXAS
COUNTY OF TARRANT**

County Judge

Commissioner, Precinct One

Commissioner, Precinct Three

Commissioner, Precinct Two

Commissioner, Precinct Four

Tarrant County Court Order No. _____

APPROVED AS TO FORM:

Tarrant County Criminal District Attorney's Office*

*By law, the Tarrant County Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

RESOLVED AND ORDERED this 21 day of January, 2025.

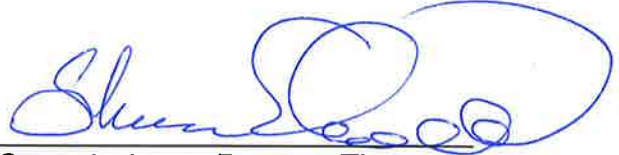
STATE OF TEXAS
COUNTY OF ERATH



County Judge



Commissioner, Precinct One



Commissioner, Precinct Three



Commissioner, Precinct Two



Commissioner, Precinct Four

Erath County Court Order No. _____

APPROVED AS TO FORM:



Erath County ~~Criminal~~ District Attorney's Office

Exhibit A

Medical Examiner - Non-Jurisdictional Counties				
Item	Description	Unit	FY23-FY24	FY25
Morgue Services				
5691	Autopsy Level I - External Examination/In Absentia Medical Review	case	\$1,155	\$1,516
5692	Autopsy Level II - Natural Death Full Autopsy	case	\$2,100	\$2,756
5693	Autopsy Level III - Unnatural or Trauma Death Full Autopsy	case	\$3,465	\$4,594
Human Identification and Anthropology				
5694	Identification: Radiographic Comparison	case	\$375	\$683
5695	Identification: Visual	case	\$600	\$210
5696	Identification: Fingerprints Comparison	case	\$150	\$263
5697	Anthropology Scene Assistance / Body Recovery (Non-Jurisdictional)	case	\$840	\$971
5698	Anthropology Consult Level I	case	\$500	\$698
NEW	Anthropology Consult Level II	case		\$1260
NEW	Anthropology Consult Level III	case		\$2100
5701	Anthropology Human or Non-Human Origin	case	\$53	\$158
NEW	Unidentified Decedent Database Entry (NCIC, NamUs, etc.)	case		\$210
NEW	Fingerprint Card / Mikrosil Cast Copy Request	case		\$53
Histology				
5702	Histology Slide Preparation - processing, embedding, cutting and staining	case	\$231	\$231
5703	Histology Slide Recut	slide	\$25	\$26
5704	Postmortem Comprehensive Histology	case	\$378	\$378
Toxicology - Post Mortem				
5708	Post-Mortem Toxicology Comprehensive Quantitative Analyses	case	\$650	\$650
5709	Miscellaneous Toxicology Testing (Carbon Monoxide, Volatiles, GHB, or other)	each	\$116	\$242
5710	Recovery of Trace Evidence (body processing)	body	\$525	\$525
Miscellaneous				
5705	Vitreous Chemistry - Basic Metabolic Screen	sample	\$242	\$242
5706	Microbiological Culture	sample	\$242	\$242
5707	Reference Laboratory Services - nonroutine laboratory test	sample	TBD	TBD
5769	Non-Jurisdictional Decedent Storage per day (24 hours after autopsy completion)	day	\$100	\$525
Court Testimony				
5762	Court Testimony - Pathologists, Technicians and Analysts (Counties Under Contract)	hour	\$650	\$650
5763	Travel and Court Wait Time for testimony (Counties Under Contract)	hour	\$110	\$110



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144631
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SUBMITTED BY	Medical Examiner	PREPARED BY:	Kelly Clark
		APPROVED BY:	Dr. Kendall Crowns

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3. FEE SCHEDULE

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4. TERMINATION

4.1 This Agreement may be terminated with or without cause by either Party at any time upon ninety (90) day's written notice.

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Tarrant County Medical Examiner and Forensic Laboratories
200 Feliks Gwozdz Place
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7. FORM 1295 ACKNOWLEDGEMENT

The County of Erath County acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in TEX. GOV'T CODE Section 2252.90, and therefore, no disclosure of interested parties pursuant to TEX. GOV'T CODE Section 2252.908 is required.

RESOLVED AND ORDERED this 28th day of January 2025.

STATE OF TEXAS
COUNTY OF TARRANT



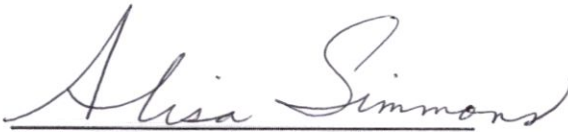
County Judge



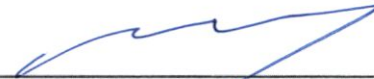
Commissioner, Precinct One



Commissioner, Precinct Three



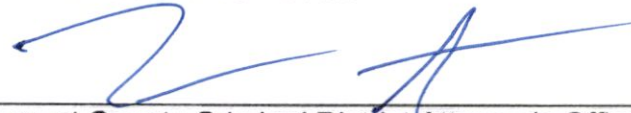
Commissioner, Precinct Two



Commissioner, Precinct Four

Tarrant County Court Order No. 144631

APPROVED AS TO FORM:




Tarrant County Criminal District Attorney's Office*

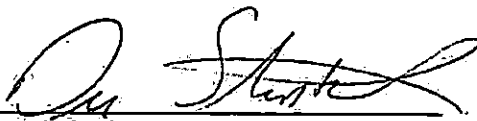
*By law, the Tarrant County Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

RESOLVED AND ORDERED this 21 day of January, 2025.


STATE OF TEXAS
COUNTY OF ERATH



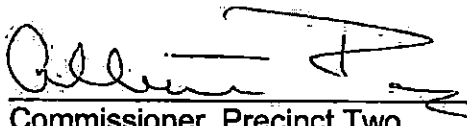
County Judge



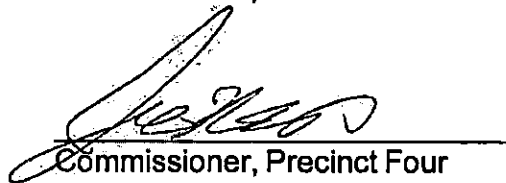
Commissioner, Precinct One



Commissioner, Precinct Three



Commissioner, Precinct Two



Commissioner, Precinct Four

Erath County Court Order No. _____

APPROVED AS TO FORM:



Erath County Criminal District Attorney's Office

Exhibit A

Medical Examiner - Non-Jurisdictional Counties				
Item	Description	Unit	FY23-FY24	FY25
Morgue Services				
5691	Autopsy Level I - External Examination/In Absentia Medical Review	case	\$1,155	\$1,516
5692	Autopsy Level II - Natural Death Full Autopsy	case	\$2,100	\$2,756
5693	Autopsy Level III - Unnatural or Trauma Death Full Autopsy	case	\$3,465	\$4,594
Human Identification and Anthropology				
5694	Identification: Radiographic Comparison	case	\$375	\$683
5695	Identification: Visual	case	\$600	\$210
5696	Identification: Fingerprints Comparison	case	\$150	\$263
5697	Anthropology Scene Assistance / Body Recovery (Non-Jurisdictional)	case	\$840	\$971
5698	Anthropology Consult Level I	case	\$500	\$698
NEW	Anthropology Consult Level II	case		\$1260
NEW	Anthropology Consult Level III	case		\$2100
5701	Anthropology Human or Non-Human Origin	case	\$53	\$158
NEW	Unidentified Decedent Database Entry (NCIC, NamUs, etc.)	case		\$210
NEW	Fingerprint Card / Mikrosil Cast Copy Request	case		\$53
Histology				
5702	Histology Slide Preparation - processing, embedding, cutting and staining	case	\$231	\$231
5703	Histology Slide Recut	slide	\$25	\$26
5704	Postmortem Comprehensive Histology	case	\$378	\$378
Toxicology - Post Mortem				
5708	Post-Mortem Toxicology Comprehensive Quantitative Analyses	case	\$650	\$650
5709	Miscellaneous Toxicology Testing (Carbon Monoxide, Volatiles, GHB, or other)	each	\$116	\$242
5710	Recovery of Trace Evidence (body processing)	body	\$525	\$525
Miscellaneous				
5705	Vitreous Chemistry - Basic Metabolic Screen	sample	\$242	\$242
5706	Microbiological Culture	sample	\$242	\$242
5707	Reference Laboratory Services - nonroutine laboratory test	sample	TBD	TBD
5769	Non-Jurisdictional Decedent Storage per day (24 hours after autopsy completion)	day	\$100	\$525
Court Testimony				
5762	Court Testimony - Pathologists, Technicians and Analysts (Counties Under Contract)	hour	\$650	\$650
5763	Travel and Court Wait Time for testimony (Counties Under Contract)	hour	\$110	\$110

Consideration of an Interlocal Agreement between Tarrant County, D/B/A Tarrant County
Medical Examiner's Office and Erath County for the Provision of Medical Examiner Services

SIGNED AND EXECUTED this 28 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
2/4/2025