

DENTON COUNTY
MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2023

BACKGROUND

1. The County of Tarrant, State of Texas, being an urban county, created a Medical Examiner's Office ("Office") and appointed a Medical Examiner pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE;
2. In 1989, the County of Denton, State of Texas, with a population of less than 1,000,000 and not having a reputable medical school joined the County of Tarrant to expand the Joint Medical Examiner's District;
3. The Commissioners Courts of Tarrant County and Denton County have determined that it is in the best interest of the two (2) counties to operate a Medical Examiner's District for such counties;
4. The Commissioners Courts of the two (2) counties have maintained a Medical Examiner's District ("District") consisting of the County of Tarrant and County of Denton, in accordance with Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE; and
5. Tarrant County and Denton County constitute and appoint Dr. Kendall Von Crowns for this District and as Medical Examiner for Tarrant County and Denton County to do and perform all duties provided by law for the Office of Medical Examiner, with the Medical Examiner to serve at the pleasure of the Commissioners Courts of the two (2) counties.

Tarrant County and Denton County ("Member County") agree to the following terms and conditions:

1. TARRANT DUTIES

In consideration of the annual fees paid by member counties, Tarrant County will provide the following:

- 1.1 Help hire and train Forensic Death Investigators, provide written standard operating procedures for the investigators, and ensure twenty-four (24) hour supervision in the Member County.
- 1.2 Conduct all formal and informal 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 following list is an example and is not intended to prevent or to limit the Office and Tarrant County from instituting newer scientifically reliable and admissible testing to either replace or enhance the following:

- a. External examinations, In Abstentia 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,
- c. Microscopy including microscopic comparison of firearms and projectiles;
- d. and radiology;
- e. Special laboratory testing;
- f. Identification of human remains by postmortem fingerprinting and comparison; comparative radiography, dental examination and comparison, forensic anthropology examination, and DNA analysis as deemed necessary; and
- g. Photography.

1.3 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/found, and the cause and manner of death. Such indexed records shall be kept in manual logbooks, as well as on a compatible computer. Copies of said inquest reports will be provided free of charge to the investigating law enforcement agencies of the Member County, including the police agencies, Sheriff's Office and the District Attorney's Office or Criminal District Attorney's Office. The Office will follow the standards set forth by the National Association of Medical Examiners.

1.4 Prepare and submit annual statistical reports to the Member County's Commissioners Court, County Administrator, Auditor, Budget Officer, County Attorney, and District Attorney's Office or Criminal District Attorney's Office.

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

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

1.7 Consult with the Member County's law enforcement agents including the police officers, and the Sheriff's deputies, as well as the attorneys in cases in which inquests are performed.

1.8 Testify as expert witnesses at the Member County's Grand Jury Hearings, as well as in Criminal Courts when requested in cases on which inquests are performed. In the event that Tarrant County no longer employs a requested witness, the Member County will be responsible for the costs associated with travel

and lodging, if any, of producing the former employee for examination. Alternatively, Tarrant County will make available to the Member County a current employee to peer review the inquest and provide testimony.

1.9 Prepare and present an annual budget request to the Member County's Auditor/Budget Office for presentation to their Commissioners Court.

1.10 Prepare and implement a Mass Disaster Program for each county contracting as a member of the District in coordination with the Member County's Emergency Management Coordinator and the Member County's health department.

1.11 On-line access to inquest reports by personnel of the Member County's Criminal District Attorney's Office or District Attorney's Office.

1.12 All compensation, facilities, supplies, and other expenses of the operation of the District's Office will be arranged for, contracted for, and paid for through the General Fund of the County of Tarrant, State of Texas.

2. FINANCIAL RESPONSIBILITY

Denton County will pay the sum of SIX HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED AND SIXTY-NINE DOLLARS AND 00/100 CENTS (\$662,269.00) for the operation of the District to the General Fund of the County of Tarrant, State of Texas. This fee shall be paid in quarterly installments.

3. RESPONSIBILITY OF MEMBER COUNTY:

3.1 Denton County will employ at least three (3) full-time Forensic Death Investigators, one (1) full-time Senior Forensic Death Investigator and one (1) part-time Investigator as Denton County employees who will be death investigators under the statutory authority of the Medical Examiner of Tarrant County but who will, as Denton County employees, be under the administrative control of the Denton County Health Director.

3.2 It is specifically agreed that all benefits, including, but not limited to, compensation, travel and lodging expense, workers compensation, FICA taxes, unemployment compensation taxes, and withholding taxes of the Member County's employees shall be the sole obligation of and paid for by the Member County. In the event the duties of the Member County's employees require travel into the jurisdiction of any other county which is a member of the District, it is expressly acknowledged the employee is covered by the workers compensation or any other insurance only of their employing member county. It is further agreed that the individuals selected to fill these investigators' positions shall be approved by the Tarrant County Medical Examiner.

3.3 At the scene of death, the Member County's Forensic Death Investigators will take custody of human remains, will collect pertinent personal property, place the decedent in as sealed body bag, and will ensure the transfer of the remains

and property to the Central Morgue in Fort Worth, Tarrant County, Texas. The Member County shall pay the cost for transportation of human remains found in their respective county to Fort Worth, as well as the exhumation of remains in their respective county if deemed necessary by the Medical Examiner.

3.4 The maintenance, operation and control of the Medical Examiner's District remains with the County of Tarrant, State of Texas.

4. TERMINATION

Pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE, Sec. 1a (c), if a county desires to withdraw from the District, the withdrawing county must give 12 months written notice by certified mail return receipt requested to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

5. TERM OF AGREEMENT

5.1 The term of this agreement will run from October 1, 2022 - September 30, 2023.

5.2 Both counties agree that the annual sum contributed by Denton County toward the operation of the District may be renegotiated each year at least sixty (60) days in advance of the expiration thereof, failing agreement on which, Denton County agrees to compensate Tarrant County a reasonable fee on a per case basis for any Medical Examiner services performed during any holdover period; provided however, that if Denton County so directs in writing, no services shall be performed for Denton County during the holdover period, and Denton County will not incur any expense during such holdover period.

6. MISCELLANEOUS

This agreement supersedes all prior representations. 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 action regarding this agreement must be in the district courts of Tarrant County, Texas.

7. FORM 1295 ACKNOWLEDGEMENT

The County of Denton 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:

Criminal District Attorney's Office*

*By law, the 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 _____ day of _____, _____.

**STATE OF TEXAS
COUNTY OF DENTON**

County Judge

Commissioner, Precinct One

Commissioner, Precinct Three

Commissioner, Precinct Two

Commissioner, Precinct Four

Denton County Court Order No. _____

APPROVED AS TO FORM:



Denton County Criminal District Attorney's Office