

JOHNSON COUNTY COMMISSIONERS COURT

Filed For Record 2:05 pm



NOV 12 2019

Becky Ivey
County Clerk, Johnson County Texas
BY Jerry D. Stringer DEPUTY
JERRY D. STRINGER
Commissioner Pct. #3
LARRY WOOLLEY
Commissioner Pct. #4

RICK BAILEY
Commissioner Pct. #1
KENNY HOWELL
Commissioner Pct. #2

ROGER HARMON
County Judge
Carla Hester
Assistant to Commissioner's Court

THE STATE OF TEXAS
COUNTY OF JOHNSON

§
§
§

ORDER #2019-60

APPROVING THE JOHNSON COUNTY MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2020

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Johnson County, Texas held on the 12th day of November, 2019, on motion made by Commissioner Bailey, Pct. #1, and seconded by Commissioner Howell, Pct. #2, the following Order was adopted:

WHEREAS, in 2007, Johnson County, Texas, joined Tarrant County, Texas, to further expand the Joint Medical Examiner's District; and

WHEREAS, the Commissioners Courts of Johnson County and Tarrant 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; and

WHEREAS, the Commissioners Courts of Johnson County and Tarrant County have maintained a Medical Examiner's District ("District") consisting of the County of Johnson and the County of Tarrant, in accordance with Article 49.25 of the Texas Code of Criminal Procedure; and

WHEREAS, Tarrant County and Johnson County constitute and re-appoint Dr. Nizam Peerwani, or his successor as Medical Examiner for this District and as Medical Examiner for Tarrant County and Johnson 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.

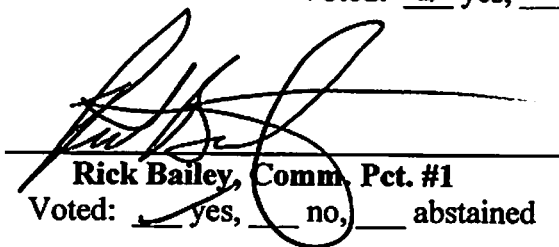
NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED, that the Johnson County Medical Examiner District Agreement Fiscal Year 2020 attached as Exhibit "A" is approved.

APPROVED IN OPEN COURT THIS 12TH DAY OF NOVEMBER, 2019.



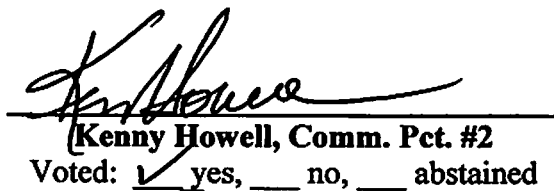
Roger Harmon, Johnson County Judge

Voted: yes, ___ no, ___ abstained



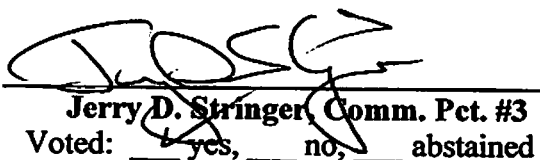
Rick Bailey, Comm. Pct. #1

Voted: ___ yes, ___ no, ___ abstained



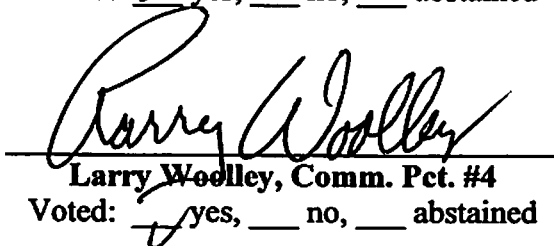
Kenny Howell, Comm. Pct. #2

Voted: yes, ___ no, ___ abstained



Jerry D. Stringer, Comm. Pct. #3

Voted: ___ yes, ___ no, ___ abstained



Larry Woolley, Comm. Pct. #4

Voted: ___ yes, ___ no, ___ abstained

ATTEST: 
Becky Ivey, County Clerk



EXHIBIT A

**JOHNSON COUNTY
MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2020**

BACKGROUND

1. The County of Tarrant, State of Texas, being an urban county, created a Medical Examiner's Office and appointed a Medical Examiner pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE;
2. In 2007, the County of Johnson, State of Texas joined the County of Tarrant to expand the Joint Medical Examiner's District;
3. The Commissioners Courts of Tarrant County and Johnson 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 (hereinafter referred to as "District") consisting of the County of Tarrant and County of Johnson, in accordance with Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE; and
5. Tarrant County and Johnson County constitute and re-appoint Dr. Nizam Peerwani, or his successor as Medical Examiner for this District and as Medical Examiner for Tarrant County and Johnson 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 ("Tarrant") and Johnson County ("Johnson") agree to the following terms and conditions:

1. TARRANT DUTIES

In consideration of the annual fees paid by member counties, Tarrant 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 County of Johnson.
- 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 the County 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. Trace analysis including scanning electron microscopy, energy dispersive spectrometry, gunshot residue analysis by atomic absorption spectrometry and forensic microscopic hair analysis as deemed necessary;
- d. Microscopy including microscopic comparison of firearms and projectiles;
- e. Fluoroscopy and radiology;
- f. 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;
- g. Identification of human remains by dental impressions, comparisons and analysis; long bone comparisons, x-ray/photo superimposition, postmortem fingerprinting; development of latent prints on human skin; fluorescent examination of latent prints; forensic anthropology review and consultation as deemed necessary; and
- h. 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 mainframe IBM-compatible computer. Copies of said inquest reports will be provided free of charge to the investigating law enforcement agencies of the applicable member county, including the police agencies, Sheriff's Office and the District Attorney's Office. Ninety-five (95%) percent of homicide inquest reports will be completed within a period no greater than sixty (60) days from the day of examination and ninety-five (95%) percent of all other inquest reports will be completed within a period no greater than ninety (90) days of the examination in compliance with the standards established by the National Association of Medical Examiners.

1.4 Prepare and submit annual statistical reports to the applicable county's Commissioners Court, Auditor, Budget Officer, County Attorney, District Attorney and Criminal District Attorney.

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 applicable county's law enforcement agents including the police officers, and the Sheriff's deputies, as well as the prosecuting attorneys in cases in which inquests are performed.

1.8 Testify as expert witnesses at the relevant county's Grand Jury Hearings, as well as in Criminal Courts when requested in cases on which inquests are performed. In the event that County of Tarrant no longer employs a requested witness, the relevant county will be responsible for the costs associated with travel and lodging, if any, of producing the former employee for examination.

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

1.10 Prepare and implement a Mass Disaster Program for each member county in coordination with the relevant county's Emergency Management Coordinator and the relevant county's health department.

1.11 On-line access to inquest reports by personnel of the relevant county's Criminal 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

Johnson will pay the sum of ONE HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND 00/100 CENTS (\$189,529.00) 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 Johnson will employ at least one (1) full-time Forensic Death Investigator, part-time investigators as deemed necessary as Johnson County employees who will be death investigators under the statutory authority of the Medical Examiner of Tarrant County but who will, as Johnson County employees, be under the administrative control of the Commissioners Court of Johnson County.

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, 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, 2019 - September 30, 2020.

5.2 Both counties agree that the annual sum contributed by Johnson 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, Johnson agrees to compensate Tarrant a reasonable fee on a per case basis for any Medical Examiner services performed during any holdover period; provided however, that if Johnson so directs in writing, no services shall be performed for Johnson during the holdover period, and Johnson 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 Johnson 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:



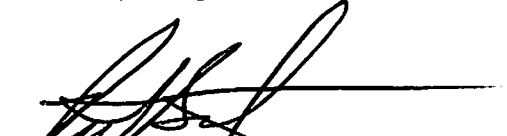
Criminal District Attorney's Office*

*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 12 day of November 2019.


STATE OF TEXAS
COUNTY OF JOHNSON


County Judge


Commissioner, Precinct One


Commissioner, Precinct Three


Commissioner, Precinct Two


Commissioner, Precinct Four

Johnson County Court Order No. 2019-60

APPROVED AS TO FORM:


Johnson County Attorney's Office