

RESOLUTION 2023 450

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND SNOHOMISH COUNTY MEDICAL EXAMINER'S OFFICE FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized a contracted forensic pathologist for autopsy services when an autopsy is needed in Benton County; and

WHEREAS, over the past several years, when the contracted forensic pathologist has been unavailable due to scheduling conflicts or other reasons, a delay may have occurred in the performance of the autopsy if an alternate forensic pathologist is not contracted with; and

WHEREAS, the Benton County Coroner has made arrangements with the Snohomish County Medical Examiner's Office to perform autopsies on behalf of the Benton County Coroner, on an as needed basis, at a rate of \$1300.00 for a regular full autopsy, and a fee of \$2000.00 for a full investigative homicide or other complex autopsy; and

WHEREAS, the Benton County Coroner knows the Snohomish County Medical Examiner's Office is a professional and well-respected office in Washington State and the Benton County Coroner has used the services of the Snohomish County Medical Examiner's office previously and wishes to continue using them, and thus recommends the Benton County Commissioners enter into an interlocal agreement for said services; **NOW THEREFORE**,


BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby agrees to enter into an Interlocal Agreement with Snohomish County Medical Examiner's Office for forensic pathology services for the Benton County Coroner's Office for a service fee of \$1300.00 for a regular full autopsy, and a fee of \$2000.00 for a full investigative homicide or other complex autopsy;

BE IT FURTHER RESOLVED the Board of County Commissioners is hereby authorized to sign the attached Interlocal Agreement; and

BE IT FURTHER RESOLVED that this shall be effective June 27, 2023, through December 31, 2025.

Dated this 27 day of June, 2023


Chairman of the Board


Chairman Pro-Tem


Commissioner

Attest: 
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

INTERGOVERNMENTAL AGREEMENT FOR MEDICAL EXAMINER
SERVICES BETWEEN
SNOHOMISH COUNTY AND BENTON COUNTY

This Intergovernmental Agreement for Medical Examiner Services between Snohomish County and Benton County ("the Agreement"), is made upon execution through December 31st, 2025 by and between Snohomish County, a political subdivision of the State of Washington ("Snohomish County") and Benton County, a political subdivision of the State of Washington ("Benton County").

WHEREAS, Snohomish County has an established medical examiner system of death investigation and is capable of providing regional death investigation services; and

WHEREAS, Benton County Coroner is elected by the people of Benton County and given a budget by the Benton County Board of Commissioners; and

WHEREAS, a coroner may, in any case in which he or she has jurisdiction over a body, employ a forensic pathologist to perform autopsies, render professional opinions as to the cause and manner of death, and testify under oath as to such matters; and

WHEREAS, Benton County and its Coroner have determined that it is in the best interest of Benton County to contract with Snohomish County to provide such death investigation services on an as requested basis; and

WHEREAS, Snohomish County wishes to provide such death investigation services to Benton County; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with one another to perform functions that each may individually perform.

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

1.0 SCOPE OF SERVICES

1.1 Snohomish County, through its Medical Examiner, shall provide death investigation services to Benton County as requested and directed in writing by

the Benton County Coroner. On request, the death investigation services provided by the Snohomish County Medical Examiner shall include:

- Postmortem examinations by a board-certified forensic pathologist, including necessary photographs, x-rays, microscopic tissue examination, anthropological examination, dental examination, and collection of samples for toxicological testing.
- Assistance in notifying and coordinating death investigations with other local, state, federal, and foreign departments with concurrent jurisdiction, including the National Transportation Safety Board, Federal Aviation Administration, and United States Customs.
- Safekeeping, accounting, and return of personal property delivered to the Snohomish County Medical Examiner back to Benton County.
- Toxicology specimen collection, handling, retention, and disposition will be performed as specified in the Snohomish County Medical Examiner's Office Pathology and Policy and Procedure manual.
 - a. DNA spots, blocks and slides will be shipped to Benton County Coroner's Office upon completion of examination and certification of death.
 - b. Blood, vitreous and wet tissue will be disposed of at the end of the retention period unless requested to be shipped to Benton County.
- Preparing written reports of findings and conclusions as to the cause and manner of death.
- Preparing for and providing testimony in inquest and court proceedings.

1.2 In addition to providing the foregoing death investigation services, Snohomish County will use MDI Log software to record and share death investigation information. Benton County will provide death investigation information with each case and will provide Snohomish County with access to such stored information to the extent permitted by law.

1.3 The Benton County Coroner shall coordinate death investigation requests and activities with the Snohomish County Medical Examiner.

1.4 With respect to death investigations originating in Benton County, the functions performed by the Benton County Coroner shall include, but not be limited to:

- Body transport to and from the Snohomish County Medical Examiner facility shall be arranged by and paid for by Benton County.
- Determining when to assume jurisdiction in any death case.

- Administering the non-jurisdiction-assumed (NJA) program.
- Safekeeping, accounting, and releasing to kin personal property delivered to the Benton County Coroner's Office (and not transporting property/evidence to the Snohomish County Medical Examiner's Office whenever feasible).
- Maintaining records of all deaths and Investigations.
- Submitting all reports of deaths as required by law.
- Notifying next-of-kin.
- Determining when to release remains to a funeral director.
- Responding to all record requests from family members and the public as permitted or required by law.
- Serving as media contact for questions relating to deaths occurring in Benton County and/or authorize the Snohomish County Medical Examiner to release information to the media.
- Arranging for the disposition of remains of indigent persons.
- Coordinating and cooperating with the Snohomish County Medical Examiner in completing grant applications relating to this regional death investigation project.

2.0 TERM OF AGREEMENT

The term of this Agreement shall begin upon execution, and end December 31, 2025, provided that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms by mutual agreement of the parties, which will be evidenced by the exchange of written letters of extension.

3.0 COMPENSATION

3.1 It is the intent of the parties that Snohomish County will neither suffer a loss or profit from the performance of this Agreement. The projected rate of payment to Snohomish County for the services set forth in this agreement shall be:

- A base fee of \$1,300.00 per exam for death investigation services for a maximum of two (2) post-mortem examinations *per week* (except during pre-arranged vacation coverage for the Benton County Coroner or during a mass fatality incident).
- A fee of \$500 for each case when an autopsy is not performed.
- A fee of \$2,000.00 for each death when a complex postmortem procedure or extensive evidence collection is necessary. Dental examination for identification of the deceased are provided at no-charge when using the state-funded forensic odontologist. Other services, if requested, are billed at actual cost of service.

- Toxicology shall be sent to WSP unless otherwise requested. There is no additional charge for this service.
- Benton County shall maintain an account with a private forensic laboratory and be billed directly when requesting additional postmortem forensic testing of specimens.
- \$50 per hour for Investigator time and \$150 per hour for forensic pathologist time preparing for and testifying at Inquest and court proceedings. Snohomish County shall keep time records in increments of one-quarter hour.
- \$50 per hour for Investigator time and \$150 per hour for forensic pathologist travel time from the Office to the court testimony.
- Reimbursement for vehicle travel costs incurred by Snohomish County in traveling to and from Benton County, including parking fees, as reimbursable under the Snohomish County's Travel Policy (See sec 3.36 and established mileage rate).

3.2 Snohomish County shall provide a monthly billing with supporting documentation to Benton County for services and expenses each month when incurred. Benton County shall pay the bill by the 15th day of each month and shall pay all documented invoices within thirty (30) days after receipt.

3.3 The fees stated in this agreement are subject to change by agreement of the parties. Snohomish County will monitor the services provided under this agreement, will adjust its billing once actual costs and expenses are known, and will credit or refund fees collected in excess of actual costs and expenses.

4.0 RESOURCES

Unless otherwise provided in this Agreement, Snohomish County and Benton County each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform Agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party or as provided in this Agreement.

5.0 TERMINATION

Either party may terminate this Agreement by providing five (5) days' written notice to the other party. Termination shall not affect the accrued rights of either party under any other paragraph in this agreement.

6.0 HOLD HARMLESS AND INDEMNIFICATION

In keeping with the parties' intent that Snohomish County will neither suffer a loss or profit from this agreement, Benton County shall assume the risk of, be liable for, and pay all damage, loss, cost, and expense of any party, including any of its employees, arising out of acts or omissions of Snohomish County and its employees acting within the scope of their employment and within the terms of this Agreement. Benton County shall protect, hold harmless, indemnify, and defend Snohomish County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including costs and reasonable attorney fees, arising out of the performance of this Agreement, including claims by third parties or by Benton County employees from which Benton County would otherwise be immune under TITLE 51, RCW or other law.

7.0 DIRECTION AND CONTROL

7.1 Snohomish County will perform the services under this Agreement as an Independent contractor and not as an agent, employee, or servant of Benton County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Benton County.

7.2 2 The Benton County Prosecutor shall provide deputy appointments to Snohomish County employees performing services under this Agreement for the sole purpose of providing them with authority to take official action on behalf of Benton County and to bring such action within Benton County's insurance coverage under the Washington State Counties Risk Pool. Snohomish County shall retain the right to direct and control its own activities and the activities of its employees in providing services under this Agreement.

7.3 Benton County shall have only the right to ensure performance.

8.0 NOTICES

All notices to be given by the parties under this Agreement shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to Benton County, shall be addressed to:

William Leach, County Coroner
Benton County Coroner's Office
7110 W. Okanogan PI #A
Kennewick, WA 99336

or if to be given to Snohomish County, shall be addressed to:

J. Matthew Lacy, Chief Medical Examiner
Snohomish County Medical Examiner
9509 29th Ave. West
Everett, WA 98204

All notices shall be effective upon the earlier of personal delivery or three (3) days after mailing.

9.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

10.0 INTERGOVERNMENTAL COOPERATION ACT

The purpose of this Agreement is for Snohomish County to provide death investigation services as provided in this Agreement. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been either filed with the County Auditor or posted on the County's Intergovernmental Agreements website.

11.0 GOVERNING LAW AND VENUE

The laws of the State of Washington shall govern this Agreement and any action at law, suit in equity, or judicial proceeding for the enforcement of any provision of this agreement shall be in the Superior Court of Snohomish County, Everett, Washington.

12.0 SEVERABILITY

Should any clause, phrase, sentence, paragraph, or aspect of this agreement be declared invalid or void in its application to any person, party, or situation, all other applications as well as the remaining provisions of this agreement shall remain in full force and effect.

13.0 NO THIRD-PARTY BENEFICIARY

This Agreement is made and entered into for the sole benefit of Snohomish County and the Benton County. No third party shall be deemed to have any rights under this Agreement; there are no third-party beneficiaries to this Agreement.

14.0 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

15.0 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

16.0 EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

Snohomish County

By: **Harper, Lacey** Digitally signed by Harper, Lacey
Date: 2023.06.28 13:44:56 -07'00'
Dave Somers Date
Snohomish County Executive

Recommended for Approval:

By: _____ Date

Approved as to form:

By: [Signature] 6/2/2023
Deputy Prosecuting Attorney Date

By: _____ Date
Risk Management

Benton County,

By: [Signature] 6/27/23
Date

Recommended for Approval:

By: [Signature] 06/16/23
Date

By: [Signature] 6/16/2023
Date

Deputy Prosecuting Attorney

By: [Signature] 6/16/23
Date

Risk Management