

# RESOLUTION 2024 0256

## BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE BENTON COUNTY CORONER'S OFFICE AND THE CORONER'S OFFICE FOR WALLA WALLA COUNTY FOR AUTOPSY FACILITY USE

WHEREAS, the Coroner's Office for Walla Walla County does not have facilities to perform autopsies; and

WHEREAS, the Benton County Coroner's Office has a state-of-the art facility that has all necessary equipment to conduct autopsies; and

WHEREAS, Benton County has contracted with Forensic Pathology Staffing to conduct autopsies at the Benton County Coroner's Office; and

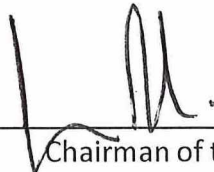
WHEREAS, the aforementioned county will also utilize Forensic Pathology Staffing to conduct autopsies; and

WHEREAS, the aforementioned county is agreeable to paying Benton County a fee to perform autopsies at the Benton County Coroner's Office autopsy facility; and

WHEREAS, Benton County and the Walla Walla County Coroner's Office will benefit by delivery of the public services set forth in this agreement; **NOW THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington, hereby approves this Interlocal Agreement between the coroner's offices of Benton County and Walla Walla County effective upon execution by both parties with an effective termination date of December 31, 2025.

Dated this 9<sup>th</sup> day of April 2024.

  
Chairman of the Board

  
Chairman Pro-Tem

  
Commissioner

Attest:   
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington

Copy: Coroner, Procurement, Auditor

By: William leach

4.01 **Compensation to Benton County:** Benton County shall receive \$200.00 per autopsy conducted at the Benton County Coroner's Office located at 7110 W. Okanogan Pl., Bldg. A, Kennewick, WA 99336. The fee is \$300.00 per autopsy if a Benton County autopsy assistant or technician is utilized.

## ARTICLE V

5.01 **Benton County Obligations:** Benton County shall be obligated to provide the Parties the following: (1) non-exclusive access to the Benton County Coroner's Office autopsy facility ("Facility"); (2) the work spaces shall be clean and suitable for the intended use; (3) cooler storage shall be provided for a reasonable period of time prior to and after each autopsy; (4) desk space shall be provided for administrative tasks; (5) autopsies will be scheduled through the Benton County Coroner's Office representative or his designee in the order the autopsy request was received unless other arrangements have been made; and, (6) for unscheduled autopsies, autopsies will be permitted on a "first-come first-served" basis. Benton County shall not be responsible for providing x-rays, toxicology testing, or additional research and testing if required.

5.02 **Party Obligations to Benton County:** Each Party shall promptly compensate Benton County as set forth in Article IV. Each Party is responsible for providing transport of bodies to and from the Facility and to provide all personnel necessary to conduct the autopsy at the Facility. Upon completion of an autopsy, a Party shall clean and disinfect all portions of the Facility used during the autopsy in a manner consistent with industry standards.

5.03 **Compliance with all laws:** The Parties shall comply with all federal, state, and local laws applicable to the provision of services set forth in this Agreement.

5.04 **Maintenance of Audit Records.** Each Party shall maintain records relevant to the provision of services set forth herein. Said records shall be made available for inspection, review, and audit by any Party, or its designee, as well as the Washington State Auditor's Office. Each Party shall retain records for the retention period required by law.

5.05 **Budget.** This Agreement does not contemplate or require Parties to maintain a budget to accomplish this joint and cooperative undertaking.

5.06 **On-Site Inspections.** Any Party or its designee may evaluate the provision of services set forth in this Agreement through on-site inspections to determine whether performance complies with the standards and obligations stated in this Agreement, as well as in compliance with federal, state, and local laws.

5.07 **Treatment of Assets and Property.** No Benton County property, whether fixed, personal, or real will be jointly or cooperatively acquired, held, used, or disposed of except as otherwise permitted by this Agreement.

5.08 **Conflict of Interest.** The Parties represent that no officials or employees of a Party have a personal interest, direct or indirect, which gives rise to a conflict of interest.

5.09 **Assignment & Subcontracting.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the prior written approval of the Benton County Coroner's Office.

## ARTICLE VI

6.01 **Disclaimer of Warranties.** Benton County makes no representations or warranties as to the physical condition, usefulness, or fitness of any equipment provided.

6.02 **Loss or Damage to Property or Equipment.** Any property or equipment used by a Party shall be returned in as good of condition as when it was used by the Party, except reasonable wear and tear.

6.03 **Liability.** In the event of a claim, loss, or liability based on the alleged concurrent or joint negligence of any of the Parties hereto, each Party shall be responsible for its respective share of liability, including costs, as permitted by Washington State law.

6.04 **Agreement to be Filed & Recorded.** Each Party is responsible for filing and recording this Agreement as provided by RCW 39.34.040.

## ARTICLE VII

7.01 **Governing Law & Venue.** This Agreement shall be governed by the laws of the state of Washington, with proper venue being Benton County, Washington. Nothing in this Agreement bars the Parties from agreeing to resolve any dispute that may arise hereunder from binding arbitration. Any such agreement must be in writing and signed by the Parties subject to the dispute.

7.02 **Attorneys' Fees.** In any legal action brought to enforce any provision of this Agreement, each Party shall pay its own legal fees and costs.

7.03 **Termination.** Any Party may terminate this Agreement upon thirty (30) days' written notice delivered to all Parties' representatives. The Party that so terminated is liable only for performance of the terms of this Agreement and any costs incurred prior to the effective date of termination.

7.04 **Modifications, Amendments, & Waivers.** This Agreement may only be changed, modified, amended, or waived by written agreement signed by all Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term, condition, or provision of this Agreement shall only apply to the specific act, occurrence, or omission and not constitute waiver as to any other term, condition, or provision of the Agreement.

7.05 **Severability.** In the event any term, condition, or provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining terms, conditions, and provisions shall remain in full force and effect.


7.06 **Entire Agreement.** This Agreement constitutes all terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, shall be deemed to exist or to bind the Parties hereto.

IN WITNESS HEREOF, the Parties have executed this Agreement this 18<sup>th</sup> day of March 2024.

APPROVED:

4-9-24

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

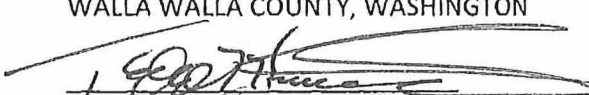
  
Chairman

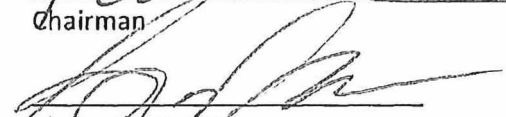
  
Chairman Pro-Tem

  
Commissioner

APPROVED: March 18, 2024

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro-Tem

  
Commissioner

RECOMMENDED FOR APPROVAL

William Leach

William Leach  
Benton County Coroner

03/20/2024

Date

Richard Greenwood

Richard Greenwood  
Walla Walla County Coroner

03/18/2024

Date

APPROVED AS TO FORM

Benton County

Jeff Aultman  
Deputy Prosecuting Attorney

3-20-24

Date

Walla Walla County

Gene Nette  
Deputy Prosecuting Attorney

3-18-24

Date

Adam Morasch

Risk Management

3-20-24

Date