

RESOLUTION 2024 0257

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 FRANKLIN COUNTY FOR AUTOPSY FACILITY USE

WHEREAS, the Coroner's Office for Franklin 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

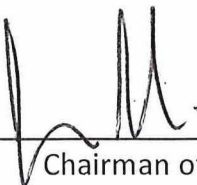
WHEREAS, the aforementioned county will also utilize Forensic Pathology Staffing to conduct autopsies; and

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 Franklin 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 Franklin County effective upon execution by both parties with an effective termination date of December 31, 2025.

Dated this 9th 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

FRANKLIN COUNTY RESOLUTION 2024-071

BEFORE THE BOARD
OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

**MATTER OF ENTERING INTO AN INTERLOCAL AGREEMENT FOR CORONER SERVICES
BETWEEN BENTON COUNTY AND FRANKLIN COUNTY**

WHEREAS, the counties and their respective county coroners have the authority under RCW 39.34.080 to contract with each other to perform coroner services and

WHEREAS the Franklin County Coroner desires to exercise such authority and

WHEREAS pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of property and management of county funds and business; and


WHEREAS, the Franklin County Coroner's office will reimburse Benton County Coroner's office in amount of \$125 dollars per autopsy when the Benton County Coroner's facility is, used for the purpose of autopsies; and

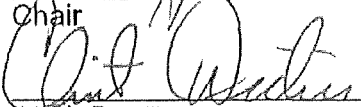
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;


NOW THEREFORE BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement for Coroner Services between Benton County and Franklin County

APPROVED this 20 day of March 2024

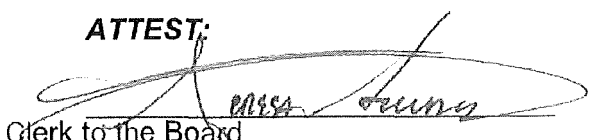
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chair


Chair Pro Tem


Member

ATTEST:


Clerk to the Board

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE BENTON COUNTY CORONER'S OFFICE AND THE CORONERS' OFFICES
FOR FRANKLIN COUNTY FOR AUTOPSY FACILITY USE**

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made and entered into pursuant to RCW 39.34, the Interlocal Agreement Act, by and between Benton County, a political subdivision of the state of Washington, with its principal office located at 620 Market St., Prosser, Washington 99350, by and for the Benton County Coroner's Office, and Franklin County, a political subdivision of the state of Washington, with its principal office located at 1016 North 4th Avenue, Pasco, Washington 99301 (collectively referred to herein as "Parties" or individually referred to as "Party").

ARTICLE I

1.01 **Purpose:** The purpose of this Agreement is to set forth the terms and conditions by which the Benton County Coroner's Office will make available its facility for the other coroners' offices identified in this Agreement to conduct autopsies. This Agreement further sets forth the obligations of counties when using the Benton County Coroner's Office facility to conduct autopsies. Nothing in this Agreement shall be construed to create a right or benefit in favor of any individual or entity except the Parties hereto.

ARTICLE II

2.01 **Party Representatives:** The following individuals are designated as the representative for their respective coroner's office. These representatives are responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify, in writing, the Parties. All notices, except service of process, shall be made to the following Party representatives:

William Leach, D-ABMDI, Benton County Coroner
7122 W. Okanogan Pl, Bldg. C, Kennewick, WA 99336
E-mail: William. Leach@co.benton.wa.us
Tel: (509) 736-2720

Curtis McGary, D-ABMDI, Franklin County Coroner
1016 N. 4th Ave., Pasco, WA 99301
E-mail: cmcgary@franklincountywa.gov
Tel: (509) 546-5885

ARTICLE III

3.01 **Duration:** This Agreement shall be effective when executed by the Parties hereto and shall continue to December 31, 2025.

ARTICLE IV

4.01 **Compensation to Benton County:** Benton County shall receive \$125.00 per autopsy conducted at the Benton County Coroner's Office located at 7122 W. Okanogan Pl., Bldg. C, Kennewick, WA 99336. The fee is \$200.00 per autopsy if a Benton County autopsy assistant or technician is utilized. Benton County will have access to the Franklin County Coroner's RANDOX toxicology testing machine in-lieu-of this reduced compensation.

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 9th day of April 2024.

APPROVED: 4-9-24

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON



Chairman



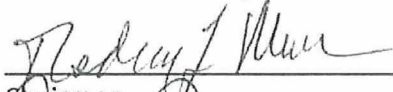
Chairman Pro-Tem



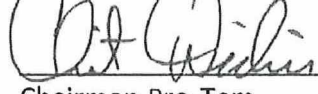
Commissioner

APPROVED:

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chairman



Chairman Pro-Tem



Commissioner

RECOMMENDED FOR APPROVAL

William Leach 03/27/2024

William Leach Date
Benton County Coroner

Curtis McGary 3-18-24

Curtis McGary Date
Franklin County Coroner

APPROVED AS TO FORM

Benton County
Jeff Aultman 03/28/2024

Deputy Prosecuting Attorney Date

Franklin County
Dann Stovelson 2/22/24

Deputy Prosecuting Attorney Date

Adam Morasch 03/27/2024

Risk Management Date