

# RESOLUTION 2024-0669

## 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 WHITMAN COUNTY FOR AUTOPSY FACILITY USE.**

**WHEREAS**, The Coroner's Office for Whitman 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 Whitman 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 Whitman County effective upon execution by both parties with an effective termination date of December 31, 2026.

Dated this 8th day of Oct. 2024.

DocuSigned by:  
*Jerome Delvin*  
7ED07603283E486...  
Chairman of the Board

DocuSigned by:  
*Michael Alvarez*  
D6C6F57E34874E4...  
Chairman Pro-Tem

DocuSigned by:  
*Will McKay*  
135987D704E74CF...  
Commissioner

DocuSigned by:  
*Amanda Pearson*  
Attest: .....34825A975E034CE.....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington

Copy: Coroner, Procurement, Auditor

By: William leach

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN THE BENTON COUNTY CORONER'S OFFICE AND THE CORONERS' OFFICES  
FOR WHITMAN COUNTY CORONER 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 Whitman County, a political subdivision of the state of Washington, with its principal office located at 400 N Main Street Colfax, WA 99111 (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  
7110 W. Okanogan Pl, Bldg. A, Kennewick, WA 99336  
E-mail: [william.leach@co.benton.wa.us](mailto:william.leach@co.benton.wa.us)  
Tel: (509) 736-2720

Annie Pillers, D-ABMDI, Coroner, Whitman County  
411 N Mill Street  
Colfax, WA 99111  
E-mail: [annie.pillers@whitmancounty.gov](mailto:annie.pillers@whitmancounty.gov)  
Tel: (509) 397-5641

**ARTICLE III**

3.01 **Duration:** This Agreement shall be effective when executed by the Parties hereto and shall continue to December 31, 2026.

**ARTICLE IV**

**088133**

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 19<sup>th</sup> day of August 2024.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

DocuSigned by:  
Jerome Selvin  
7ED07609203E400...

Chairman

DocuSigned by:  
Michael Alvarez  
D6C6F57E34874E4...

Chairman Pro-Tem

DocuSigned by:  
Will McKay  
135987D784E74CE...

Commissioner

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
WHITMAN COUNTY, WASHINGTON

Arthur D. Swannick

Chairman

Tom King  
Chairman Pro-Tem

**ABSENT**  
Commissioner

RECOMMENDED FOR APPROVAL

William Leach 09/24/2024  
Date  
William Leach  
Benton County Coroner

Annie Pillers 08/12/2024  
Date  
Annie Pillers  
Whitman County Coroner

APPROVED AS TO FORM

Benton County

Jeff Aultman 09/24/2024  
Date  
Deputy Prosecuting Attorney

Adam Morasch 09/24/2024  
Date  
Risk Management

Whitman County

DT King 8-12-24  
Date  
Deputy Prosecuting Attorney

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	10/08/2024	
<b>Subject:</b>	Approval of Interlocal Agreement with the Whitman County Coroner's Office	
<b>Presenter:</b>		
<b>Prepared By:</b>	William Leach	
<b>Reviewed By:</b>	William Leach	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                    (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <span style="float: right;"><input type="checkbox"/> Execute Contract</span>	

## Summary / Background Information

The Coroner's Office for Whitman County does not have facilities to perform autopsies and the Benton County Coroner's Office has a state-of-the art facility that has all necessary equipment to conduct autopsies. Benton County has contracted with Forensic Pathology Staffing to conduct autopsies at the Benton County Coroner's Office and the aforementioned county will also utilize Forensic Pathology Staffing under their own contract to conduct autopsies. The aforementioned county is agreeable to paying Benton County a fee to perform autopsies at the Benton County Coroner's Office facility.

## Fiscal Impact

No impact to the budget since this will bring revenue into the general fund.

## Recommendation

Approve an Interlocal Agreement with Whitman County to use Benton County's autopsy facility for a set fee."

## Suggested Motion

Move to approve the Interlocal Agreement with Whitman County.