



# Commissioners' Agenda Action Sheet

**Meeting Date:** May 13, 2025  
**Subject:** Interlocal Cooperative Agreement Between the Benton County Coroner's Office and the Coroner's Office for Walla Walla County for Autopsy Services  
**Presenter:**  
**Prepared By:** William Leach  
**Reviewed By:** William Leach, Galt Pettett  
**PA Review:** **Approved:** Yes      **Denied:** No      **N/A:** No  
*(If denied, include reasoning)*

**Type of Agenda Item:** Consent Agenda

**Summary / Background Information**

The Coroner's Office for Walla Walla County wishes to enter into an interlocal agreement with the Benton County Coroner to receive autopsy services utilizing Benton County's staff forensic pathologist at the Benton County Coroner's Office. The aforementioned county is agreeable to paying Benton County a fee to receive autopsy services at the Benton County Coroner's Office facility.

**Fiscal Impact**

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

**Recommendation**

Approve as part of the consent agenda and sign interlocal agreement

**Suggested Motion**

I move to approve the Interlocal Agreement with Walla Walla County to receive autopsy services utilizing Benton County's staff forensic pathologist at the Benton County Coroner's Office, for a set fee

**Signatures Required on Agreements/Contracts**

Chairman, Chairman Pro-Tem, Commissioner

# RESOLUTION 2025-286

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 SERVICES**

**WHEREAS**, Benton County has an established staff forensic pathologist and is capable of providing regional autopsy services; 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**, Walla Walla County and its Coroner have determined that it is in the best interest of Walla Walla County to contract with Benton County to provide such autopsy services on an as requested basis; and

**WHEREAS**, Benton County wishes to provide such autopsy services to Walla Walla 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.

**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 May 13, 2025 through December 31, 2027.

Date this 13th day of May 2025

DocuSigned by:  
*Jerome Selvin*  
7ED07003263E480...  
Chairman of the Board

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

DocuSigned by:  
*Will McKay*  
135987D784E74CF...  
Commissioner

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

Constituting the Board of County  
Commissioners of Benton County, Washington

Copy: Coroner, Procurement, Auditor

By: William Leach

INTERLOCAL AGREEMENT FOR AUTOPSY SERVICES  
BETWEEN  
BENTON COUNTY AND WALLA WALLA COUNTY

This Interlocal Agreement for autopsy services between Benton County and Walla Walla County ("the Agreement"), is made upon execution through December 31st, 2027 by and between Benton County, a political subdivision of the State of Washington ("Benton County") and Walla Walla County, a political subdivision of the State of Washington ("Walla Walla County").

*WHEREAS, Benton County has an established staff forensic pathologist and is capable of providing regional autopsy services; and*

*WHEREAS, Walla Walla County Coroner is elected by the people of Walla Walla County and given a budget by the Walla Walla 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, Walla Walla County and its Coroner have determined that it is in the best interest of Walla Walla County to contract with Benton County to provide such autopsy services on an as requested basis; and*

*WHEREAS, Benton County wishes to provide such autopsy services to Walla Walla 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 Benton County, through its Coroner, shall provide autopsy services to Walla Walla County as requested and directed in writing by the Walla Walla County Coroner. On request, the autopsy services provided by the Benton County Coroner's Office 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 Benton County Coroner back to Walla Walla County.
  - Toxicology specimen collection, handling, retention, and disposition will be performed as specified In the Benton County Coroner's Office Policy and Procedure manual, except:
    - a. DNA spot card, tissue blocks and slides will be provided to Walla Walla County Coroner's Office upon completion of examination and completion of documentation of findings.
    - b. Blood, vitreous and wet tissue will be provided to the Walla Walla County Coroner.
  - 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 autopsy services, Benton County will use MDI Log software to record and share autopsy information. Walla Walla County will provide death investigation information with each case and will provide Benton County with access to such stored information to the extent permitted by law.
- 1.3 The Walla Walla County Coroner shall coordinate autopsy requests and activities with the Benton County Medical Examiner.
- 1.4 With respect to death investigations originating in Walla Walla County, the functions performed by the Walla Walla County Coroner shall include, but not be limited to:
- Body transport to and from the Benton County Coroner's Office or shall be arranged by and paid for by Walla Walla 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 Walla Walla County Coroner's Office (and not transporting property/evidence to the Benton County Coroner'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 Walla Walla County and/or authorize the Benton County Coroner to release information to the media.
  - Arranging for the disposition of remains of Indigent persons.

## 2.0 TERM OF AGREEMENT

The term of this Agreement shall begin upon execution, and end December 31, 2027, 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 Benton County will neither suffer a loss or profit from the performance of this Agreement. The projected rate of payment to Benton County for the services set forth in this agreement shall be:

- A base fee of \$1,850.00 per exam for autopsy services.
- A fee of \$500 for each case when an external exam is done, but an autopsy is not performed.
- A fee of \$1350.00 for each partial autopsy.
- A fee of \$2,500.00 for each death when a complex postmortem procedure or extensive evidence collection is necessary. Dental examination for identification of the deceased is provided at no charge when using the state-funded forensic odontologist. Other services, if requested, are billed at actual cost of service.
- Toxicology testing shall be the responsibility of Walla Walla County.
- Walla Walla County shall maintain an account with a private forensic laboratory and be billed directly when requesting additional postmortem forensic testing of specimens.
- \$150 per hour for forensic pathologist time preparing for and testifying at inquest and court proceedings. Benton County shall keep time records in increments of one-quarter hour.
- \$150 per hour for forensic pathologist travel time from the Office to the court testimony.
- Reimbursement for vehicle travel costs incurred by Benton County in traveling to and from Walla Walla County, per GSA established mileage rate.

3.2 Benton County shall provide a monthly billing with supporting documentation to Walla Walla County for services and expenses each month when incurred. Walla Walla 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. Benton 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, Benton County and Walla Walla 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 thirty (30) 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 Benton County will neither suffer a loss or profit from this agreement, Walla Walla 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 Benton County and its employees acting within the scope of their employment and within the terms of this Agreement. Walla Walla County shall protect, hold harmless, indemnify, and defend Benton 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 Walla Walla County employees from which Walla Walla County would otherwise be immune under TITLE 51, RCW or other law.

## 7.0 DIRECTION AND CONTROL

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

7.2 The Walla Walla County Prosecutor shall provide deputy appointments to Benton County employees performing services under this Agreement for the sole purpose of providing them with authority to take official action on behalf of Walla Walla County and to bring such action within Walla Walla County's insurance coverage under the Washington State Counties Risk Pool. Benton 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 Walla Walla 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 Walla Walla County, shall be addressed to:

Richard Greenwood, County Coroner  
Walla Walla County Coroner's Office  
310 W. Poplar St #200

Walla Walla, WA 99362

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

William Leach, County Coroner  
Benton County Coroner's Office  
7122 W. Okanogan Place C110  
Kennewick, WA 99336

All notices shall be effective upon the earlier of personal delivery or seven (7) 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 INTERLOCAL COOPERATION ACT

The purpose of this Agreement is for Benton County to provide autopsy 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 Interlocal 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 Benton County, Kennewick, 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 Benton County and the Walla Walla 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 NO 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.

17.0 NON-BINDING

This Agreement does not bind Walla Walla County from utilizing autopsy services from another entity.

BENTON COUNTY

DocuSigned by:  
Jerome Delmir 5/13/2025  
Chairman Date

DocuSigned by:  
Michael Alvarez 5/13/2025  
Chairman Pro-Tem Date

DocuSigned by:  
Will McKay 5/13/2025  
Commissioner Date

WALLA WALLA COUNTY

[Signature] 4-21-25  
Chairman Date

[Signature] 4-21-25  
Chairman Pro-Tem Date

[Signature] 04-21-25  
Commissioner Date

RECOMMENDED FOR APPROVAL

William Leach 04/24/2025  
William Leach Date  
Benton County Coroner

Richard Greenwood 4-23-25  
Richard Greenwood Date  
Walla Walla County Coroner

APPROVED AS TO FORM

Benton County  
[Signature] 4/24/2025  
Deputy Prosecuting Attorney Date

Walla Walla County  
[Signature] 4-21-25  
Deputy Prosecuting Attorney Date

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
AN INTERLOCAL COOPERATIVE  
AGREEMENT BETWEEN BENTON  
COUNTY AND WALLA WALLA  
COUNTY FOR AUTOPSY  
SERVICES



RESOLUTION NO. **25 072**

**WHEREAS**, Walla Walla County has proposed an interlocal cooperative agreement with Benton County for autopsy services on an as requested basis; and

**WHEREAS**, the contract benefits the citizens of Walla Walla County; and


**WHEREAS**, the County Prosecuting Attorney and Risk Manager have reviewed said agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said interlocal cooperative agreement and shall sign the same.

Passed this 21<sup>st</sup> day of April, 2025 by Board members as follows: 3 Present or 0 Participating via other means, and by the following vote: 3 Aye 0 Nay 0 Abstained 0 Absent.

Attest:

  
\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

  
\_\_\_\_\_  
Gunner Fulmer Chairman, District 3

  
\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

  
\_\_\_\_\_  
Bertha J. Clayton, Commissioner, District 1

Constituting the Board of County Commissioners  
of Walla Walla County, Washington