

INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER SERVICES BETWEEN
SNOHOMISH COUNTY AND OKANOGAN COUNTY

This Interlocal Agreement for Medical Examiner Services between Snohomish County and Okanogan County ("the Agreement", made this 15th day of FEBRUARY 2021 between Snohomish County, a political subdivision of the State of Washington ("Snohomish County") and Okanogan County, a political subdivision of the State of Washington ("Okanogan County").

WITNESSES THAT:

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

WHEREAS, Okanogan County maintains a coroner's office.

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, Okanogan County and its Coroner have determined that it is in the best interest of Okanogan 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 Okanogan County; and

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 Okanogan County as requested and directed in writing by the Okanogan County Coroner. On request, the death investigation services provided by the Snohomish County Medical Examiner shall include:

- On-call telephone support and advice regarding investigation procedures for Okanogan County death-scene investigators.
- Assistance with on-scene death investigation when Snohomish County Medical Examiner personnel are available.

- Body transport to the Snohomish County Medical Examiner facility when Medical Examiner personnel are available.
 - Post mortem 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 Royal Canadian Mounted Police, National Transportation Safety Board, Federal Aviation Administration, and United States Customs.
 - Safekeeping, accounting, and release to kin of personal property delivered to the Snohomish County Medical Examiner.
 - 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.
 - 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. Okanogan County will use the MDI Log software to record Okanogan County death investigation information and will provide Snohomish County with access to such stored information to the extent permitted by law.
- 1.3 The Okanogan County Coroner shall coordinate death investigation requests and activities with the Snohomish County Medical Examiner.
- 1.4 With respect to death investigations originating in Okanogan County, the functions performed by the Okanogan County Coroner shall include, but not be limited to:
- 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 Okanogan County Coroner's Office.
 - 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 Okanogan 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 on January 1, 2021, and end December 31, 2023, 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 \$1029.00 per month for death investigation services that will include a maximum of twelve (12) post-mortem examinations (or a number of post-mortem examinations equal to the number of months in the term of this agreement, rounded to the nearest full month).
- \$1029.00 for each additional case that requires a post-mortem examination when an autopsy is performed; \$500 for each additional case when an autopsy is not performed.
- A fee of \$1818.00 for each death when a complex postmortem procedure or extensive evidence collection is necessary.
- An additional \$1000.00 above the base fee for each death investigation requiring anthropology evaluation of skeletal remains.
- Dental examination for identification of the deceased are provided at no-charge when using the state-funded forensic odontologist. Other services are billed at actual cost of service.
- Okanogan 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 Okanogan County, including ferry fees, parking fees, as reimbursable under the County's Travel Policy (See SCC 3.36 and established mileage rate).
- Okanogan County will pay for charter air travel or will reimburse Snohomish County for actual costs incurred to transport staff, equipment, and/or bodies by aircraft operated or chartered by Snohomish County.

3.2 Snohomish County shall provide a monthly billing with supporting documentation to Okanogan County for services and expenses that exceed the \$1029.00 base monthly fee. Okanogan County shall pay the \$1029.00 monthly fee 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 mutual 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 Okanogan 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, Okanogan 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. Okanogan 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 Okanogan County employees from which Okanogan 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 Okanogan County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Okanogan County.

7.2 The Okanogan County Coroner 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 Okanogan County and to bring such action within Okanogan 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 Okanogan 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 Okanogan County, shall be addressed to:

Dave Rodriguez
Okanogan County Coroner
123 5th Ave. N Rm 108 (Old Virginia Grainger Bldg, 1st floor)
Okanogan, WA. 98840

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

J. Matt 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 INTERLOCAL 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 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 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 Okanogan 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.

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

OKANOGAN COUNTY

BY: Lacey Harper Digitally signed by Lacey Harper
Date: 2021.02.24 08:34:20 -08'00'

Chris Branch (printed name)
Chris Branch 2-1-2021
County Commissioner Date

Dave Somers Date
Snohomish County Executive

RECOMMENDED FOR APPROVAL

RECOMMENDED FOR APPROVAL

J. Matthew Lacy, (M.D.) 2/22/2021 Date
Chief Medical Examiner

David Rodriguez 2/1/21 Date
County Coroner

APPROVED AS TO FORM:

Deputy Prosecuting Attorney Date
Sheila Barker Digitally signed by Sheila Barker
Date: 2021.02.22 14:43:09 -08'00'
Risk Management Date