# Agenda Summary Report (ASR)

**Franklin County Board of Commissioners**

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
<th>December 9, 2019</th>
<th>PREPARED BY:</th>
<th>Curtis McGary</th>
</tr>
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<tbody>
<tr>
<td>Meeting Date Requested:</td>
<td>December 17, 2019</td>
<td>PRESENTED BY:</td>
<td>Curtis McGary</td>
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**ITEM:** (Select One)  
- X Consent Agenda  
- □ Brought Before the Board  
  
  Time needed:  

**SUBJECT:** Contractual Agreement between Snohomish County Medical Examiner's office and Franklin County Coroner's Office, for the said purpose of performing Autopsies on an as needed basis.

**FISCAL IMPACT:** 1029 per autopsy.

**BACKGROUND:** The Franklin County Coroner's office contracts with Forensic Pathologist to perform autopsy on as needed basis. Snohomish County Medical Examiner's office offers this service.

When the need for an autopsy arises, a Forensic Pathologist may not be available to travel to Franklin County, to perform said autopsy. In these situations, it becomes necessary to utilize Snohomish County Medical Examiner's, for the purpose of said autopsy.

**RECOMMENDATION:** Approve the resolution to enter into an agreement with Snohomish County Medical Examiner's office to perform autopsy on an as needed basis.

**ATTACHMENTS:** (Documents you are submitting to the Board)

Resolution

**HANDLING / ROUTING:** (Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)  
Coroner's Office and Auditor's Office

I certify the above information is accurate and complete.

[Signature]

Name, Title

Revised: October 2017
FRANKLIN COUNTY RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS FOR AUTOPSIES ON BEHALF OF FRANKLIN COUNTY

WHEREAS, The Franklin County Coroner’s office desires to enter in agreement with Snohomish County Medical Examiner’s Office, Washington State, to perform Autopsies on a, as needed basis. For a period beginning December 15, 2019 and ending on December 31, 2020.

WHEREAS Chief Civil Deputy Prosecutors for Franklin County, has reviewed the Coroner’s request for said, Professional Service Contract for Franklin County Autopsies.

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems it in the best interest of Franklin County to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners for Franklin County does hereby approve the Professional Services Contract between Snohomish County Medical Examiner’s office, Washington State; and Franklin County.

APPROVED this ____ day of December, 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

__________________________
Chairman

__________________________
Chairman Pro Tem

__________________________
Member

ATTEST:

__________________________
Clerk to the Board
INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER SERVICES BETWEEN
SNOHOMISH COUNTY AND FRANKLIN COUNTY

This Interlocal Agreement for Medical Examiner Services between Snohomish County and FRANKLIN County ("the Agreement"), is made this 25th day of November 2019, by and between Snohomish County, a political subdivision of the State of Washington ("Snohomish County") and Franklin County, a political subdivision of the State of Washington ("Franklin County").

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

WHEREAS, Franklin County Coroner is elected by the people of Franklin County and given a budget by the Franklin 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, Franklin County and its Coroner have determined that it is in the best interest of Franklin 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 Franklin 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 Snohomish County, through its Medical Examiner, shall provide death investigation services to Franklin County as requested and directed in writing by the Franklin County Coroner. On request, the death investigation services provided by the Snohomish County Medical Examiner shall include:
• 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 National Transportation Safety Board, Federal Aviation Administration, and United States Customs.
• Safekeeping, accounting, and return of personal property delivered to the Snohomish County Medical Examiner back to Franklin County.
• 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.
  a. DNA spots, blocks and slides will be shipped to Franklin County Coroner’s Office upon completion of examination and certification of death.
  b. Blood, vitreous (three months after certification) and wet tissue (one year after certification) will be disposed of at the end of the retention period unless requested to be shipped to Franklin County.
• 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. Franklin County will provide death investigation information with each case and will provide Snohomish County with access to such stored information to the extent permitted by law.

1.3 The Franklin County Coroner shall coordinate death investigation requests and activities with the Snohomish County Medical Examiner.

1.4 With respect to death investigations originating in Franklin County, the functions performed by the Franklin Coroner shall include, but not be limited to:

  • Body transport to and from the Snohomish County Medical Examiner facility shall be arranged by and paid for by Franklin 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 Franklin 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 Franklin 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

This Agreement shall govern services provided between November 25th, 2019, and December 31, 2020 unless earlier terminated as provided in this Agreement.

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 exam for death investigation services for a maximum of two (2) post-mortem examinations per week (except during pre-arranged vacation coverage for the Franklin County Coroner or during a mass fatality incident).
• A fee of $500 for each case when an autopsy is not performed.
• An additional $1818.00 above the base fee for each suspicious death investigation due to homicidal violence.
• Dental examination for identification of the deceased are provided at no-charge when using the state-funded forensic odontologist. Other services, if requested, are billed at actual cost of service.
• Toxicology shall be sent to WSP unless otherwise requested. There is no additional charge for this service.
• Franklin County 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.
- Reimbursement for vehicle travel costs incurred by Snohomish County in traveling to and from Franklin County, including parking fees, as reimbursable under the Snohomish County’s Travel Policy (See SCC 3.36 and established mileage rate).

3.2 Snohomish County shall provide a monthly billing with supporting documentation to Franklin County for services and expenses each month when incurred. Franklin 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. 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 Franklin 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, Franklin 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. Franklin 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 Franklin
County employees from which Franklin 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 Franklin County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Franklin County.

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

Curtis McGary, County Coroner
Franklin County Coroner's Office
1016 N. 4th Avenue
Pasco, WA 99301

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

Daniel Selove, 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 Franklin 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 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

BY: ____________________________
Dave Somers               Date
Date
Snohomish County Executive

RECOMMENDED FOR APPROVAL

Daniel Selove               Date
Chief Medical Examiner

APPROVED AS TO FORM:

Deputy Prosecuting Attorney Date
Deputy Prosecuting Attorney Date
Risk Management               Date

FRANKLIN COUNTY

______________________________
Keith Johnson               Date
County Administrator

RECOMMENDED FOR APPROVAL

______________________________
Curtis McGary               Date
County Coroner

Interlocal Agreement for Medical Examiner Services