INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER SERVICES BETWEEN
SNOHOMISH COUNTY AND SAN JUAN COUNTY

This agreement, made this 12th day of February 2012 between Snohomish County and San Juan 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, San Juan County maintains a coroner’s office in which the San Juan County Prosecuting Attorney is ex officio coroner; 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, San Juan County and its Prosecuting Attorney/Coroner have determined that it is in the best interest of San Juan County to contract with Snohomish County to provide such death investigation services; and

WHEREAS, Snohomish County, by and through its Medical Examiner, wishes to provide such death investigation services to San Juan 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 San Juan County as requested and directed in writing by the San Juan County Prosecuting Attorney/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 San Juan 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.
- 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 services, the Snohomish County Medical Examiner will use and make available to the San Juan County Prosecuting Attorney/Coroner the Medical Examiner Tracking System (METS) software to record and share death investigation information. San Juan County will use the METS software to record San Juan County death investigation information and will provide the Snohomish County Medical Examiner with access to such stored information to the extent permitted by law.

1.3 The San Juan County Prosecuting Attorney/Coroner shall coordinate death investigation activities with the Snohomish County Medical Examiner in all cases in which jurisdiction is assumed and the Snohomish County Medical Examiner is required to render an opinion as to the cause and manner of death under this agreement.

1.4 With respect to death investigation activities in San Juan County, the functions performed by the San Juan County Prosecuting Attorney/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 San Juan 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 public disclosure and other 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 San Juan 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 agreement shall become effective January 1, 2012, or as soon thereafter as executed by the parties and recorded with the Snohomish County Auditor in accordance with RCW 39.34.040, and continue in effect through December 31, 2012, 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 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.
• An additional $1818.00 above the base fee for each suspicious death investigation due to homicidal violence.
• An additional $1000.00 above the base fee for each death investigation requiring anthropology evaluation of skeletal remains.
• An additional $250.00 above the base fee for each death investigation requiring dental examination for identification of the deceased.
$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 San Juan County, including ferry fees, parking fees, and mileage based on the standard Snohomish County rate, which is currently $0.555 per mile (July 1, 2011 rate).

San Juan 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 San Juan County for services and expenses that exceed the $1000.00 base monthly fee. San Juan County shall pay the $1000.00 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 San Juan 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 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, San Juan 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. San Juan 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 San Juan County employees from which San Juan County would otherwise be immune under TITLE 51, RCW or other law.

7.0 DIRECTION AND CONTROL

Snohomish County will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of San Juan County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of San Juan County. San Juan County shall provide special commissions 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 San Juan County and to bring such action within San Juan 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. San Juan 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 San Juan County, shall be addressed to:

Randall K. Gaylord  
San Juan County Prosecutor  
350 Court Street  
P.O. Box 760  
Friday Harbor, WA  98250
or if to be given to Snohomish County, shall be addressed to:

Norman J. Thiersch, M.D.
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 being mailed.

9.0 NO ATTORNEY-CLIENT RELATIONSHIP

It is understood and agreed by the parties that the Snohomish County Medical Examiner is represented by the Snohomish County Prosecuting Attorney and not by the San Juan County Prosecuting Attorney. Any communications between the Snohomish County Medical Examiner and the San Juan County Prosecuting Attorney/Coroner shall not be considered attorney-client communications.

10.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this agreement.

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

It is the specific intent of Snohomish County and San Juan County, and both parties agree, that this agreement shall not confer third party beneficiary status on any non-party, including the citizens of Snohomish County and San Juan County.
14.0 ENTIRE AGREEMENT AND AMENDMENTS

This agreement contains all of the agreements between the parties with respect to any matter covered or mentioned in the agreement, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this agreement may be amended or added to except by an agreement in writing signed by the parties and using the same formalities as are required for the execution of this agreement.

SNOHOMISH COUNTY

BY: Aaron Reardon
Snohomish County Executive

DATE: 2/13/12

RECOMMENDED FOR APPROVAL

Norman Thiersch, M.D.
Medical Examiner

DATE: 15 Feb 2012

APPROVED AS TO FORM:

DATE: 11/29/11

Deputy Prosecuting Attorney

DATE: 12/15/11

Risk Management