

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 05/29/2025	PREPARED BY: Curtis McGary
Meeting Date Requested: ASAP	PRESENTED BY: Curtis McGary
ITEM: (Select One) <input type="checkbox"/> Consent Agenda Brought Before the Board	
SUBJECT: MOU Agreement between Benton County Coroner's office and Franklin County Coroner's office for the purpose of autopsy exams	
FISCAL IMPACT: Coroner's budget object 4914. Approximately \$1850-2500. Per Autopsy, in accordance with the fee rates established therein.	
BACKGROUND: The Franklin County Coroner's office has for several years has been utilizing the Benton County Coroner's facility for Sheltering Remains and Autopsies. Franklin County Coroner's offices wishes to enter in an agreement to continue to utilize Benton Counties facilities for the purpose performing Autopsies. <input type="checkbox"/> Benton County Coroner's Office has established a fee schedule based on the type of autopsy conducted.	
RECOMMENDATION: Approval of the resolution.	
COORDINATION: County Administrator, Brian Dansel Jeff Briggs, Civil Deputy Prosecuting Attorney Curtis McGary Franklin County Coroner	
ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/ MOU agreement	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Curtis McGary – Coroner	

I certify the above information is accurate and complete.

Brian Dansel , Administrator

FRANKLIN COUNTY RESOLUTION ~~2025~~ 0168

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

MATTER OF ENTERING INTO AN INTERLOCAL AGREEMENT FOR CORONER SERVICES BETWEEN BENTON COUNTY AND FRANKLIN COUNTY

WHEREAS, the counties and their respective county coroners have the authority under RCW 39.34.080 to contract with each other to perform coroner services; and

WHEREAS the Franklin County Coroner desires to exercise such authority; and

WHEREAS pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of property and management of county funds and business; and

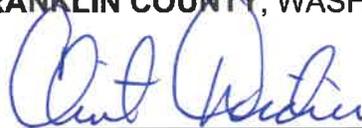
WHEREAS the Franklin County Coroner's Office agrees to reimburse the Benton County Coroner's Office for autopsy examinations, in accordance with the fee rates established therein.

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW THEREFORE BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement for Coroner Services between Benton County and Franklin County

APPROVED this 4th day of June 2025

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chair

ABSENT

Chair Pro Tem



Member

ATTEST:



Clerk to the Board

INTERLOCAL AGREEMENT FOR AUTOPSY SERVICES
BETWEEN
BENTON COUNTY AND FRANKLIN COUNTY

This Interlocal Agreement for autopsy services between Benton County and Franklin 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 Franklin County, a political subdivision of the State of Washington ("Franklin County").

WHEREAS, Benton County has an established staff forensic pathologist and is capable of providing regional autopsy 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 Benton County to provide such autopsy services on an as requested basis; and

WHEREAS, Benton County wishes to provide such autopsy 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 Benton County, through its Coroner, shall provide autopsy services to Franklin County as requested and directed in writing by the Franklin 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 Franklin 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 Franklin 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 Franklin County Coroner.
 - Preparing written reports of findings and conclusions as to the cause and manner of death. **Within 90 Days from date of Autopsy.** 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. Franklin 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 Franklin County Coroner shall coordinate autopsy requests and activities with the *Benton County Coroner's Office*.
- 1.4 With respect to death investigations originating in Franklin County, the functions performed by the Franklin 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 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 (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 Franklin County.
- 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 basic autopsy services.
- A fee of \$500 for each case when an external exam is done, but an autopsy is not performed.
- A fee of \$1,350.00 for each partial autopsy, which is not a full autopsy.
- A fee of \$2,500.00 for each death when a complex postmortem procedure or extensive evidence collection; i.e., homicide, infant, child 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 Franklin County.
- Franklin 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 Franklin County, per GSA established mileage rate.

3.2 Benton 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 amendment by the County Commissioners.

4.0 RESOURCES

Unless otherwise provided in this Agreement, Benton 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 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

[Reserved]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 Franklin County. Benton County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Franklin County.

7.2 The Franklin 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 Franklin County and to bring such action within Franklin 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 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
1310 N. 5th Ave
Pasco, WA 99301

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 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 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 Franklin County from utilizing autopsy services from another entity.

BENTON COUNTY

Chairman Date

Chairman Pro-Tem Date

Commissioner Date

FRANKLIN COUNTY

Chairman Date 6-4-2025

ABSENT

Chairman Pro-Tem Date 6-4-2025


Commissioner Date 6-4-2025

RECOMMENDED FOR APPROVAL

William Leach Date
Benton County Coroner

Digitally signed by Curtis McGary D-ABMDI
DN: cn=Curtis McGary D-ABMDI, o=US,
ou=Franklin County, ou=Franklin County
Coroners Office,
email=cmcgary@franklincountywa.gov
Date: 2025.05.28 15:19:45 -0700
Curtis McGary Date 5/28/2025
Franklin County Coroner

APPROVED AS TO FORM

Benton County

Deputy Prosecuting Attorney Date

Franklin County


Deputy Prosecuting Attorney Date 5/28/25