BEFORE THE BOARD OF STEVENS COUNTY COMMISSIONERS

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY AND SPOKANE COUNTY FOR MEDICAL EXAMINER SERVICES | RESOLUTION No SL-2019 INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY AND SPOKANE COUNTY, NUNC PRO TUNC TO NOVEMBER 19, 2018

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Stevens County and Spokane County are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, Stevens County has a need for the services of a medical examiner; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board of Stevens County Commissioners that Stevens County has entered into an Interlocal Agreement with Spokane County, attached hereto, and incorporated herein by this reference. This Resolution is nunc pro tunc to November 19, 2018.

Passed by the Board of Stevens County Commissioners meeting in regular session at Colville, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 21st day of May, 2019.

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT

BOARD OF COUNTY COMMISSIONERS OF STEVENS COUNTY, WASHINGTON

[Signatures]

Chairman Wes McCarty
Commissioner Steve Parker
Commissioner Don Dashiell

ATTEST:

[Signatures]

Lacy Olguin
Assistant Clerk of the Board
AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT is entered into between Spokane County, a political subdivision of the State of Washington, hereinafter referred to as “SPOKANE COUNTY” and STEVENS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as “STEVENS COUNTY” and Lorrie Sampson, Stevens County Coroner, hereinafter referred to as “CORONER”, jointly referred to as “PARTIES”.

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of county funds and business; and

WHEREAS, Spokane County has created and operates a medical examiner system; and

WHEREAS, Lorrie Sampson is the elected Coroner for Stevens County;

WHEREAS, pursuant to 39.34.030(2) any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provision of chapter 36.39 RCW.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: SCOPE OF SERVICES

SPOKANE COUNTY through the Spokane County Medical Examiner’s Office shall provide to STEVENS COUNTY the services set forth in Attachment “A” attached hereto and incorporated herein by reference. SPOKANE COUNTY shall be the sole provider of autopsy services for STEVENS COUNTY, except that SPOKANE COUNTY shall not provide any medical examiner
services for **STEVEN'S COUNTY** for mass fatality events. Mass fatality is defined as more than five fatalities occurring in any single incident or during a 24 hour period. If the Spokane County Medical Examiner is responding to a Spokane County mass fatality incident, Spokane County will be unable to assist **STEVEN'S COUNTY** in performing any referral autopsies. Attachment “A” also sets forth certain obligations of the CORONER.

**SECTION NO. 2: DURATION**

This Agreement shall commence on the last signature date on the signature page and shall continue for two (2) years until December 31, 2020 unless terminated earlier as provided hereinafter.

**SECTION NO. 3: PAYMENT**

**STEVEN'S COUNTY** shall pay SPOKANE COUNTY two thousand one hundred nineteen dollars ($2,119) for each autopsy. In addition, **STEVEN'S COUNTY** shall also pay for:

- (1) Any additional testing or examination deemed necessary for the completion of the autopsy by the Forensic Pathologist (i.e. histology, clinical chemistry, neuropathology); and
- (2) Legal consultation and miscellaneous fees set forth in Attachment “B” attached hereto and incorporated herein by reference.

**SPOKANE COUNTY** shall bill **STEVEN'S COUNTY** on a monthly basis. **STEVEN'S COUNTY** shall pay SPOKANE COUNTY within 30 days of receipt of the invoice for services provided.

In the event of an increase in any fees, SPOKANE COUNTY shall provide **STEVEN'S COUNTY** with 30 days written notice.

**STEVEN'S COUNTY** shall also pay a separate autopsy room fee to be billed by and paid directly to Holy Family Hospital.

**SECTION NO. 4: TERMINATION**
Either Party may terminate this Agreement upon thirty (30) calendar days written notification to the other party. STEVENS COUNTY shall pay for all services provided to the date of termination.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. SPOKANE COUNTY is an independent contractor and not the agent or employee of STEVENS COUNTY. In the performance of the services herein SPOKANE COUNTY has the authority to control and direct the performance and details of the services, the CORONER being interested only in the results obtained.

SECTION NO. 6: WAIVER

No officer, employee, agent or otherwise of the SPOKANE COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the SPOKANE COUNTY to enforce at any time any of the provisions of this Agreement or to require at any time performance by the CORONER of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the SPOKANE COUNTY to hereafter enforce each and every such provision.

SECTION NO. 7: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this
Agreement or any provision hereto shall be instituted only in Courts of competent jurisdiction within
Spokane County, Washington.

SECTION NO. 8: COMPLIANCE WITH LAWS

SPOKANE COUNTY and STEVENS COUNTY specifically agree to observe all federal, state
and local laws, ordinances and regulations that have any bearing upon this Agreement.

SECTION NO. 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to
writing and executed with the same formalities as this present Agreement.

SECTION NO. 10: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such
notices or other communications are received when sent by personal delivery; or (ii) the third day
following the day on which the same have been mailed by first class delivery, postage prepaid addressed
to the SPOKANE COUNTY or the CORONER at the address set forth herein for such Party, or at such
other address as either Party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 11: PARTIES REPRESENTATIVES

Dr. Sally Aiken/Dr. John Howard
Spokane County Medical Examiner
5901 N. Lidgerwood, Suite 24B
Spokane, WA  99208

Lorrie Sampson
Stevens County Coroner
215 S. Oak St
Colville, WA 99114

SECTION NO. 12: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized
to act for and on behalf of the Party for purposes of confirming this Agreement.
SECTION NO. 13: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 14: THIRD PARTY BENEFICIARIES.

This Agreement is intended for the benefit of SPOKANE COUNTY and STEVENS COUNTY and not for the benefit of any third parties.

SECTION NO. 15: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age, disabled veterans status, or the presence of any sensory, mental or physical handicap be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to discrimination in conjunction with the Services which SPOKANE COUNTY will provide under the terms of this Agreement.

SECTION NO. 16: INDEMNIFICATION

SPOKANE COUNTY shall indemnify, defend and hold harmless STEVENS COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. SPOKANE COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of STEVENS COUNTY, its officers and employees.

STEVENS COUNTY shall indemnify, defend and hold harmless SPOKANE COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from STEVENS COUNTY’s intentional or negligent acts or breach of its obligations under the Agreement.
STEVENS COUNTY duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the SPOKANE COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party’s officer or employee’s negligence.

Each party’s duty to indemnify shall survive the termination or expiration of the Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury STEVENS COUNTY employees and/or SPOKANE COUNTY employees acting within the scope of this Agreement.

SECTION NO. 17: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto. STEVENS COUNTY has read and understands all of this Agreement and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce STEVENS COUNTY to execute the same.

SECTION NO. 18: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the Court to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the
remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 1.15

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez
Clerk of the Board
19-0024

DATED: ____________________________

DATED: 11/19/18

STEVEN'S COUNTY
BOARD OF COMMISSIONERS

STEVE PARKER

ATTEST:

Lacey Olguin
Assistant Clerk of the Board

DATED: 10/25/18

LORRIE SAMPSON
Stevens County Coroner