

2004-492

AFTER RECORDING RETURN TO:

Dr. Norman Thiersch
Snohomish County Medical Examiner
9509 29th Ave. West
Everett, WA 98204

Parties: Snohomish County and King County
Tax Account No.: Not Applicable
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Document Title:

**INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER SERVICES BETWEEN
SNOHOMISH COUNTY AND KING COUNTY**

This agreement, made this 30th day of June 2004 between Snohomish County and King County, WITNESSES THAT:

WHEREAS, Snohomish County and King County each have established Medical Examiners who are capable of conducting postmortem examinations and death investigations; and

WHEREAS, RCW 68.50.010 authorizes county coroners and medical examiners to assume jurisdiction over the bodies of deceased persons who die under criminal, violent, or suspicious circumstances, but only when the deceased dies or is found within his or her county; and

WHEREAS, a Medical Examiner may, in any case in which he or she has jurisdiction over a body, function as or employ a forensic pathologist to perform postmortem examinations, render professional opinions as to the cause and manner of death, and testify under oath as to such matters; and

WHEREAS, RCW 36.24.020 authorizes county coroners and medical examiners to hold an inquest over the body of a deceased person over whom he or she has jurisdiction; and

WHEREAS, in Snohomish County, the authority to order an inquest is vested in the Snohomish County Medical Examiner; and

WHEREAS, in King County, the authority to order an inquest is vested in the King County Executive: and

WHEREAS, the large regional, specialty hospitals located in King County receive emergency critical care patients from Snohomish County, including patients that die as the result of criminal, violent, or suspicious circumstances; and

WHEREAS, King County and Snohomish County, by and through their respective Medical Examiners and Executives, agree that for the purpose of efficient criminal investigation and adjudication it is often in the public interest of both King and Snohomish County for Snohomish County to conduct postmortem examinations and/or hold inquests in potential criminal cases where the incident leading to the death, the criminal investigation and the adjudication of the case occur within Snohomish 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 AUTOPSIES AND RELATED FUNCTIONS

1.1 In any instance in which the King County Medical Examiner assumes jurisdiction over the body of a deceased person who died as the result of an incident that occurred in Snohomish County, the King County Medical Examiner shall notify the Snohomish County Medical Examiner of the basic circumstances of the case. Upon receiving notice, the Snohomish County Medical Examiner may decide to conduct the postmortem examination and death investigation pursuant to this agreement by notifying the King County Medical Examiner of its decision to do so by 10:00 a.m. on the first business day following receipt of the notice from King County. The King County Medical Examiner shall maintain the body in the condition in which it is received until the Snohomish County Medical Examiner declines to conduct the postmortem examination and death investigation affirmatively or by inaction after receiving notice from King County.

1.2 In each case in which the Snohomish County Medical Examiner notifies the King County Medical Examiner of its desire to conduct the postmortem examination and death investigation pursuant to section 1.1 above, the Snohomish County Medical examiner will do the following:

- Transport the body to the Snohomish County Medical Examiner facility from the King County Medical Examiners Office as soon as practicable based on staff availability.
- Conduct the post mortem examination and related functions including death certification according to Snohomish County standards.
- Notify and coordinate the death investigation with other local, state and federal departments.
- Safekeep, account, and release to kin personal property released to the Snohomish County Medical Examiner.
- Make all necessary determinations relating to organ donation.
- Prepare written reports of findings and conclusions as to the cause and manner of death.
- Prepare for and provide testimony in inquest and court proceedings.
- Notify next of kin that Snohomish County is performing the postmortem examination and death investigation.
- Release the body to a funeral home as appropriate.
- Respond to media inquiries.

1.3 In each case in which the Snohomish County Medical Examiner notifies the King County Medical examiner of its desire to conduct the postmortem examination and death investigation pursuant to section 1.1 above, the King County Medical Examiner shall provide documentation and assistance to the Snohomish County Medical Examiner, as follows:

- Provide written documentation releasing the body to the Snohomish County Medical Examiner under this agreement.
- Provide a complete copy of the King County Medical Examiner investigative case record for each death.
- Secure or cause the body of the decedent to be held in a secure location from the time of death until Snohomish County Medical Examiner personnel can arrive and take possession of the body to ensure that the chain of custody is not interrupted.
- Assist the Snohomish County Medical Examiner's office in obtaining medical records and samples from the hospital and other medical sources with information relevant to the pre-death medical care and condition of the decedent.
- Forward all requests and authorization documentation relating to organ donation for determination by the Snohomish County Medical Examiner.

2.0 INQUESTS

- 2.1 In each case in which the Snohomish County Medical Examiner takes custody of the body under this agreement, the Snohomish County Medical Examiner may exercise his or her discretion to hold an inquest into the cause and manner of death under RCW 36.24.020.
- 2.2 In each case in which the King County Medical Examiner conducts the postmortem examination and/or death investigation regarding an individual who died as the result of an incident that occurred in Snohomish County, the Snohomish County Medical Examiner may exercise his or her discretion to hold an inquest into the cause and manner of death under RCW 36.24.020 upon the advice and written consent of the King County Executive. In such instance, the Snohomish County Medical Examiner will act as an agent of King County.
- 2.3 In any instance in which an inquest is held as the result of a discretionary decision of the Snohomish County Medical Examiner under this Agreement, the inquest shall be held in Snohomish County using the inquest procedures established by the Snohomish County Medical Examiner, Snohomish County shall bear the costs as provided in RCW 36.24.020, and King County shall not hold a separate inquest in the case.

3.0 TERM OF AGREEMENT

The agreement shall become effective when 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, 2010, unless earlier terminated as provided in this agreement.

4.0 CONSIDERATION

Snohomish County agrees to perform the responsibilities detailed in this agreement in consideration for improved efficiencies in the criminal investigation and adjudication of Snohomish County homicide cases.

5.0 RESOURCES

Unless otherwise provided in this agreement, Snohomish County and King 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.

6.0 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.

7.0 HOLD HARMLESS AND INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and negligent acts or omissions, or those of its officers or employees to the fullest extent allowed by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. When Snohomish County employees act as agents of King County under the written consent of King County, per section 2.2 of this Agreement, those persons will be considered Snohomish County employees for the purposes of this section. In the case of negligence attributable to both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each party shall have the right to seek contribution from the other in proportion to the percentage of negligence attributable to each party. The terms of this section shall survive the termination or expiration of this agreement.

8.0 DIRECTION AND CONTROL

Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of King County. Snohomish County shall retain the right to direct and control its own activities and the activities of its employees.

9.0 NOTICES

Notice under section 1.1 shall be in writing by confirmed facsimile transmission at the telephone numbers provided below. All other 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 King County, shall be addressed to:

Richard Harruff, M.D. Ph.D.
King County Medical Examiner
325 9th Ave.
HMC Box 359792
Seattle, WA 98104
Telephone: 206-731-3232
Fax: 206-731-8555

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

Norman Thiersch, M.D.
Snohomish County Medical Examiner
9509 29th Ave. West
Everett, WA 98204
Telephone: 425-438-6200
Fax: 425-438-2222

Facsimile notices shall be effective upon receipt of a confirmation report. All other notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

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 King or Snohomish County, 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 King 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 King 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.

15.0 COUNCIL APPROVAL

The parties' obligations under this agreement are subject to official approval by their respective County Councils.

SUSAN NEELY
Executive Director
SNOHOMISH COUNTY

BY: *Susan K. Neely*
for Aaron Reardon
Snohomish County Executive

DATE: *June 30, 2004*

RECOMMENDED FOR APPROVAL

Norman J. Thiersch M.D.
Norman J. Thiersch, M.D.
Medical Examiner

DATE: *6-9-04*

APPROVED AS TO FORM:

Steven J. Bladk
Steven J. Bladk
Deputy Prosecuting Attorney

DATE: *6/2/04*

[Signature]
Risk Management

DATE: *6/15/04*

KING COUNTY

BY: _____
Ron Sims
King County Executive

DATE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DATE: _____

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