

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

LEWIS COUNTY CORONER'S OFFICE AND MASON COUNTY CORONER'S OFFICE

THIS Interlocal Agreement ("Agreement") is entered into this 11th day of March, 2025, by and between the Lewis County, through its Coroner's Office (LCCO), and the Mason County, through its Coroner's Office (MCCO), collectively the "Parties" or each "Party"; pursuant to the Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, THE Washington Interlocal Cooperation Act RCW39.34 permits public agencies to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population and other factors. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, postmortem examinations, to include full autopsies, external examinations and limited examinations, are required on certain cases to be performed by a Board Certified Forensic Pathologist to determine the cause and manner of deaths being investigated and;

WHEREAS, The LCCO has an accredited autopsy facility, which is beneficial to the citizens of Lewis County to be able to conduct all types of postmortem examinations to determine the cause of manner of deaths being investigated and;

WHEREAS, The MCCO does not have an autopsy facility to conduct all types of postmortem examinations to determine the cause of manner of deaths being investigated and;

WHEREAS, The Parties desire to enter into an agreement for cooperative action to provide for MCCO's use of the LCCO's autopsy facility to perform postmortem examinations on MCCO's cases.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the LCCO and MCCO agree as follows:

AGREEMENT

1. Effective Date/Duration and Termination:

- a. This agreement shall become effective on full execution hereby by both Parties, and shall continue from April 1, 2025 through and including December 31, 2026.
- b. The agreement may be renewed by agreement of the Parties but shall not automatically renew.
- c. A renewed Agreement will be in effect from January 1, 2027 through the term of the Coroners, ending on December 31, 2030.

- d. This Agreement may be terminated by either party upon thirty (30) days' notice to the other, with or without cause.
2. **Administration:** This Agreement shall be administered by the designated representatives of the respective Parties. The representatives shall be responsible for the administration of the Agreement. The Parties may either alter or update the identity of their representatives by notifying the other party.
 - a. For LCCO: Current elected/Acting Coroner
 - b. For MCCO: Current elected/Acting Coroner
3. **Purpose:** The Parties adopt the above recitals as if fully restated here. Further, the purpose of this Agreement is to allow MCCO to utilize the autopsy facility located at the LCCO.
4. **Services and payment:**
 - a. MCCO will contact the Forensic Pathologist who will be performing the examination to schedule availability and establish the MCCO needs.
 - b. MCCO will schedule the examination with LCCO and complete the autopsy authorization form in the case management system (Mdiolog). There are specifically assigned days for out of county examination.
 - c. MCCO will arrange for and assume all costs for the transportation of decedent(s) to and from LCCO.
 - d. MCCO will arrange for and assume all costs for laboratory testing it may require.
 - e. MCCO will be charged, and agrees to pay three hundred fifty dollars (\$350.00) for each examination performed at LCCO.
 - f. MCCO will assume all costs related to the fees for the Forensic Pathologist.
 - g. MCCO will assume all costs related to the use of disposable equipment provided by LCCO in addition to the three hundred and fifty (\$350.00) dollar use of facility fee.
 - h. The Forensic Pathologist will provide/pay the Forensic Technician to assist them for examinations per the existing Personal Services Agreement (PSA) with LCCO.
 - i. LCCO will provide examination equipment for use by the Forensic Pathologist.
 - j. The invoice for services will be generated and delivered to MCCO by LCCO within the first week of every month with payment due within 30 days of receipt.
 - k. The invoice will list the date of service, the service provided and the MCCO Case number.

5. **Indemnification:**

Each Party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions, or those of their officials, officers, agents, or employees to the fullest extent allowed by law. Each Party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that Party's employees, agents and/or authorized subcontractor(s) while performing under this Agreement.

If such claims are caused by or result from the concurrent negligence of both Parties, or their agents, employees, and/or officers, then these indemnity provisions shall be valid and

enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

6. Amendment

The Parties may mutually waive, amend, or modify parts of this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the Parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

7. Choice of Law and Venue

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Lewis.

8. Severability

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

9. Integration Clause

This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the Parties.

10. Property and Equipment

No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

11. Time is of the Essence

Time is of the essence for all terms, conditions, obligations and duties set forth or referred to in this Agreement.

12. Filing

This Agreement will be filed with Lewis County and Mason County.

13. Notices

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Lewis County Coroner's Office
351 N.W. North Street MS: CORO1
Chehalis, WA 98532

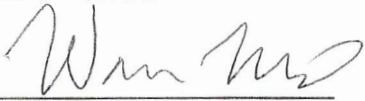
Mason County Coroner's Office
P.O. Box 1759
Shelton, WA 98584

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

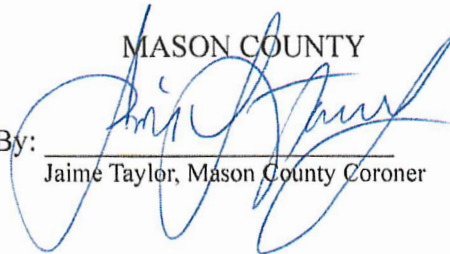
14. Effective Date

This Agreement will take effect April 1, 2025

LEWIS COUNTY

By: 
Warren McLeod, Lewis County Coroner

MASON COUNTY

By: 
Jaime Taylor, Mason County Coroner