

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Medical Examiner's Office
Division/Program: (i.e. Dept. Division and Program)	Autopsy/Pathology
Contract or Grant Administrator:	Louise Trapp
Contractor's / Agency Name:	Snohomish County
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 10002402.6635	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 1500/exam & \$150/hr Pathologist's Testimony This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Diagnostic services agreement for a maximum of two neuropathology examinations per month to be performed by the Snohomish County Medical Examiner's Office. Neuropathology examinations will be ordered as necessary, to assist the Whatcom County Medical Examiner's Office in the determination of cause and manner of death.	
Term of Contract: 2 years 4 months	Expiration Date: December 31, 2027

Contract Routing:	1. Prepared by: Louise Trapp	Date: 7.17.25
	2. Attorney signoff: Brandon Waldron	Date: 7.17.25
	3. AS Finance reviewed: Sara Winger	Date: 7.25.25
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Executive contract review:	Date:
	7. Council approved, if necessary:	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**INTERLOCAL AGREEMENT FOR NEUROPATHOLOGICAL MEDICAL EXAMINER  
SERVICES BETWEEN SNOHOMISH COUNTY AND WHATCOM COUNTY**

This Interlocal Agreement for Neuropathological Medical Examiner Services between Snohomish County and Whatcom County ("the Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between Snohomish County, a political subdivision of the State of Washington ("Snohomish County") and Whatcom County, a political subdivision of the State of Washington ("Whatcom County").

**RECITALS**

WHEREAS, Snohomish County has an established medical examiner system of death investigation and is capable of providing regional death investigation services including neuropathology exams performed by a Board-Certified Neuropathologist; and

WHEREAS, Whatcom County Medical Examiner serves the people of Whatcom County and given a budget by the Whatcom County Executive; and

WHEREAS, a Medical Examiner may, in any case in which he or she has jurisdiction over a body, employ a neuropathologist to perform neuropathology exams, render professional opinions regarding the examined specimens, and testify under oath as to such matters; and

WHEREAS, Whatcom County and its Medical Examiner have determined that it is in the best interest of Whatcom County to contract with Snohomish County to provide such neuropathology services on an as requested basis; and

WHEREAS, Snohomish County wishes to provide such death neuropathology services to Whatcom 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.

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

1.1 The Whatcom County Medical Examiner shall coordinate neuropathology examination requests and activities with the Snohomish County Medical Examiner. Whatcom County shall request a neuropathology examination by submitting (via email to [desiree.marshall@snoco.org](mailto:desiree.marshall@snoco.org)) a completed Neuropathology Consultation Request form, attached hereto as Exhibit A. Cases with insufficient or incomplete forms may result in the Snohomish County Medical Examiner not accepting the case. The Snohomish County Medical Examiner's Office reserves the right to refuse any case. Snohomish County shall provide a maximum of two

(2) neuropathology examinations per month (if this contract is executed after the 15<sup>th</sup> of the month, only one neuropathology examination is guaranteed for that month) to Whatcom County.

1.2 The neuropathology services provided by the Snohomish County Medical Examiner shall include:

- (a) Neuropathology examinations by a board-certified forensic neuropathologist, including necessary photographs and other ancillary imaging as deemed necessary by Snohomish County, and microscopic tissue examination.
- (b) Safekeeping, accounting, and return of original specimens delivered to the Snohomish County Medical Examiner back to Whatcom County unless directed otherwise by Whatcom County.
- (c) The collection, handling, retention, and disposition of representative samples taken at time of examination, including but not limited to wet stock tissue, will be performed as specified in the Snohomish County Medical Examiner's Office Pathology and Policy and Procedure manual.
- (d) Preparing written reports of findings and conclusions after examining the specimens.
- (e) Preparing for and providing testimony in inquest and court proceedings.

1.3 In addition to providing the foregoing neuropathology services, Snohomish County will use MDI Log software to record and share information with Whatcom County. Whatcom County will provide death investigation information with each case and will provide Snohomish County with access to such stored information to the extent permitted by law. On every case, Snohomish County will create a "research" case in MDI Log for tracking purposes.

1.4 With respect to neuropathology examinations on cases originating in Whatcom County, the functions performed by the Whatcom County Medical Examiner shall include, but not be limited to:

- (a) Whatcom County shall arrange and pay for specimen transport to and from the Snohomish County Medical Examiner's Office.
- (b) Responding to all record requests from family members and the public as permitted or required by law.
- (c) Serving as media contact for questions relating to deaths occurring in Whatcom County and/or authorize the Snohomish County Medical Examiner to release information to the media.

## **2. TERM OF AGREEMENT**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the respective County Auditor or posted on each party's Interlocal Agreements website. The term of this Agreement shall 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 prior to December 31<sup>st</sup> each year the contract is up for renewal/extension.

### **3. 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 rate of payment to Snohomish County for the services set forth in this agreement shall be:

- (a) A base fee of \$1,500.00 per exam for neuropathology examination services for a maximum of two (2) neuropathology examinations per month (except when pre-arranged with Snohomish County Medical Examiner's Office approval or during a mass fatality incident).
- (b) \$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.
- (c) \$150 per hour for forensic pathologist travel time from the Snohomish County Medical Examiner's Office to the court testimony.
- (d) Whatcom County shall reimburse Snohomish County for vehicle mileage at the rate published by the internal revenue service for business travel deductions. Whatcom County shall reimburse Snohomish County for parking fees based on the actual cost of the parking fee.

3.2 Snohomish County shall provide a monthly billing with supporting documentation to Whatcom County for services and expenses each month when incurred. Whatcom County shall pay the bill by the 15<sup>th</sup> day of the month after receipt of the invoice.

3.3 The fees stated in this agreement are subject to change by amendment to this contract. 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. RESOURCES**

Unless otherwise provided in this Agreement, Snohomish County and Whatcom 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. TERMINATION**

Either party may terminate this Agreement by providing five (5) 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. HOLD HARMLESS AND INDEMNIFICATION**

In keeping with the parties' intent that Snohomish County will neither suffer a loss or profit from this agreement, Whatcom 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. Whatcom 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 Whatcom County employees from which Whatcom County would otherwise be immune under Title 51 RCW or other law.

## **7. DIRECTION AND CONTROL**

7.1 Snohomish County will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of Whatcom County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Whatcom County.

7.2 The Whatcom County Prosecutor shall provide deputy appointments 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 Whatcom County and to bring such action within Whatcom 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.

7.3 Whatcom County shall have only the right to ensure performance.

## **8. 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 Whatcom County, shall be addressed to:

Dr. Aldo Fusaro, DO  
Whatcom County Medical Examiner's Office  
1500 N. State Street  
Bellingham, WA 98225

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

J. Daniel Augustine,  
Chief Medical Examiner  
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 mailing.

#### **9. LEGAL REQUIREMENTS**

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

#### **10. INTERLOCAL COOPERATION ACT**

The purpose of this Agreement is for Snohomish County to provide neuropathology examination 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 until it has been duly executed by both parties and either filed with the appropriate County Auditor or posted on each party's website.

#### **11. 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 the State of Washington, in and for Snohomish County.

#### **12. 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. NO THIRD-PARTY BENEFICIARY**

This Agreement is made and entered into for the sole benefit of Snohomish County and the Whatcom County. No third party shall be deemed to have any rights under this Agreement; there are no third-party beneficiaries to this Agreement.

#### **14. 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. ENTIRE AGREEMENT AND 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. 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.

**Snohomish County**

**Whatcom County**

By: \_\_\_\_\_  
Dave Somers Date  
Snohomish County Executive

By: \_\_\_\_\_  
Satpal Sidhu Date  
Whatcom County Executive

**Recommended for Approval**

**Recommended for Approval**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**Approved as form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Risk Management Date

By: \_\_\_\_\_  
Date



## Exhibit A



Medical Examiner's Office  
9509 29<sup>th</sup> Avenue West  
Everett, Washington 98204  
Phone: (425) 438-6200  
Facsimile: (425) 438-6222



N.A.M.E. Accredited

### FORENSIC NEUROPATHOLOGY CONSULTATION REQUEST

Consultant Requested: Dr. Desiree Marshall, MD at the Snohomish County Medical Examiner's Office.

*Note: Please add Dr. Marshall as a consultant on the case if you use MDILog using her email (desiree.marshall@snoco.org).*

#### Indicate which specimens will be sent (check box):

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Brain       | <input type="checkbox"/> Pituitary gland   |
| <input type="checkbox"/> Dura Mater  | <input type="checkbox"/> Eyes (right and left)   |
| <input type="checkbox"/> Spinal Cord | <input type="checkbox"/> Other: please list what you are sending: <input type="text"/> |

#### Indicate the specimen disposition (check box):

- ☐ **Time sensitive:** Send original examined specimens back to originating office ASAP after gross neuropathology examination. For example, if your office is holding the body for release until return of specimens.
- ☐ **Not time sensitive:** Send original examined specimens back to originating office when ready
- ☐ **Discard:** Snohomish County Medical Examiner's Office is authorized to dispose of original examined tissues according to Snohomish County Medical Examiner's policies and procedures.

Please include the following decedent information (failure to include any of the following may lead to rejection of the case. \*Note: Continued on next page...

Name: <input type="text"/>	Originating County: <input type="text"/>
Sex: <input type="text"/>	Pathologist who performed autopsy: <input type="text"/>
DOB: <input type="text"/>	Date autopsy performed: <input type="text"/>
DOD: <input type="text"/>	Your case number: <input type="text"/>
Fresh brain weight: <input type="text"/>	



Snohomish County

**Medical Examiner's Office**  
9509 29<sup>th</sup> Avenue West  
Everett, Washington 98204  
Phone: (425) 438-6200  
Facsimile: (425) 438-6222



N.A.M.E. Accredited

**-Medical records (including labs and antemortem radiology)**

**-Preliminary autopsy findings and investigative summary (you can fill in the space below or you may send them as an attachment when submitting this form):**

