

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: David Bradley, Coroner

DATE: April 14, 2025

RE: Amendment Piggyback Purchasing Agreement

STATEMENT OF ISSUE:

The Jefferson County Coroner and Kitsap County Medical Examiner desire to execute an amendment to the Interlocal Agreement (ILA) for Pathology Services executed on November 2, 2020 to extend the term to May 31, 2025 while working on a new agreement.

ANALYSIS:

The Jefferson County Coroner is responsible for obtaining necessary pathology services in order to investigate deaths. RCW [36.24.060](#). Jefferson County Coroner's Office contracts with the Kitsap County Medical Examiner (formerly Kitsap County Coroner) for Pathology Services. The ILA for these services was executed on November 20, 2020 in order to provide an enhanced level of predictability and cost of pathology services obtained by the Jefferson County Coroner. The parties desire to extend the term until May 31, 2025 while working on a replacement ILA. All other terms remain unchanged.

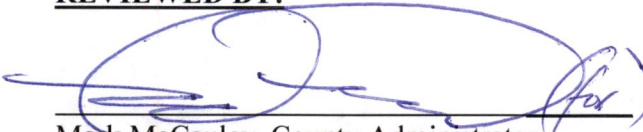
FISCAL IMPACT:

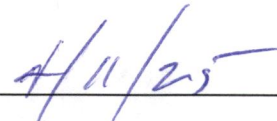
Jefferson County is billed at a per service rate and paid out of the Coroner Office's budget. The Coroner's Office budget includes the estimated cost of this contract based on the anticipated use of the services under this contract.

RECOMMENDATION:

The Board of County Commissioner consider and take action to approve the attached amendment and designate David Bradley, Jefferson County Coroner to sign on behalf of the county.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Kitsap County Contract No: KC-432-20A

Contract For: Amendment Piggyback Purchasing Agreement Term: Extends through 05/31/2025

COUNTY DEPARTMENT: Jefferson County Coroner's Office

Contact Person: David Bradley

Contact Phone: (360) 385-9182

Contact email: dbradley@co.jefferson.wa.us

AMOUNT: Per service rate

Revenue:

Expenditure: Per service rate

Matching Funds Required: No

Sources(s) of Matching Funds

Fund # 151

Munis Org/Obj

PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: ILA

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Lase

Electronically approved by Risk Management on 4/10/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/9/2025.
Pre-reviewed by PAO. Standard amendment language included with original attached.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

KC-432-20A
AMENDMENT
PIGGYBACK PURCHASING AGREEMENT

This Amendment to the Interlocal Agreement for Pathology Services ("Amendment") is between Kitsap County ("Kitsap") and Jefferson County ("Jefferson"), both Washington state political subdivisions.

The parties executed KC-432-20, effective November 2, 2020 ("Agreement"), which the parties desire to amend to extend the term.

The parties agree as follows:

1. Term of Agreement. The Agreement is amended to extend the termination date to May 31, 2025.
2. Effective Date. This Amendment shall take effect on November 1, 2021.
3. Terms Unchanged. Except as expressly provided in this Amendment, all other terms and conditions of the Contract remain unchanged, in full force and effect.
4. Counterparts/Electronic Signature. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. A facsimile, email, or other electronically delivered signature of the parties shall be deemed to constitute an original signature and a duplicate original.
5. Authorizations. The signatories to this Amendment represent that they have been duly authorized to execute it on behalf of the party they represent and that no further action or approval is necessary before executing this Amendment.

DATED this 1 day of April, 2025

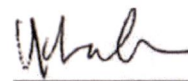
DATED this 28th day of March, 2025

JEFFERSON COUNTY

KITSAP COUNTY

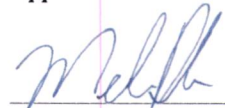


David Bradley, Coroner
Coroner's Office



LINDSEY HARLE, Medical Examiner
Medical Examiner's Office

Approved as to form only:



Melissa Pleimann, Civil Deputy Prosecuting Attorney

DATED or **ADOPTED** this ____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

CHRISTINE ROLFES, Chair

ORAN ROOT, Commissioner

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Orig: Kitsap Co. 11.2.20
cc: And.
PA 1.13.21

Revised: 2021

INTERLOCAL AGREEMENT FOR PATHOLOGY SERVICES BETWEEN KITSAP COUNTY AND JEFFERSON COUNTY

This Interlocal Agreement for Pathology Services ("Agreement") is entered into between Kitsap County, through the Kitsap County Coroner's Office, ("Kitsap") and the Jefferson County ("Jefferson"), both political subdivisions of Washington state.

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies, such as Kitsap County and Jefferson County, to enter into cooperative agreements to provide services more efficiently within their jurisdictions.
- B. Kitsap County, through the Kitsap County Coroner's Office, is capable of providing regional pathology services for death investigations.
- C. Jefferson County Coroner's Office is in need of pathology services for deaths investigations which Kitsap County has the ability to provide.
- D. The parties would mutually benefit from the Kitsap County Coroner's Office providing pathology and services for death investigations ("Services") to Jefferson County subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to extend Services to Jefferson, identify those persons responsible for administering the Services, and define the responsibilities of the parties as contemplated in RCW 39.34.030.
2. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
3. **ADMINISTRATOR.** The Kitsap County Coroner and Jefferson County Coroner, or their designees, will administer this Agreement for each party and will meet as needed for the purpose of reviewing and discussing the operations and performance of the Services. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees.
4. **SCOPE OF SERVICES.** Kitsap, through its Coroner's Office, will provide the Services identified in Attachment A (Scope of Services) which is attached and incorporated in full by reference. All Services will be provided based on Jefferson County's needs and Kitsap County's available resources.

5. COMPENSATION. Compensation for the Services provided is set forth in Attachment B (Compensation) which is attached and incorporated in full by reference.
6. EFFECTIVE DATE/DURATION. This Agreement shall be effective from the date this Agreement is last executed by both parties shall remain in effect for one (1) year, unless terminated or extended. This Agreement may be extended for additional consecutive one (1) year terms upon the written agreement of the Parties.
7. TERMINATION. Either party may terminate this Agreement upon 15-days prior written notice to the other.
8. PROPERTY. The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement shall be held by and remain the property of the acquiring party.
9. NONDISCRIMINATION. No party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
10. EFFECTIVE DATE/FILING. This Agreement will take effect when executed by the parties. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
11. NOTICE. All notices will be delivered in writing to the Kitsap County Coroner or Jefferson County Coroner. Notice 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 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.
12. COMPLIANCE WITH LAWS. The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the Services provided and matters covered in the Agreement, including but not limited to applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations; all relevant state and federal workplace safety requirements.
13. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and with facsimile, email, or electronic signatures, all of which shall be deemed to constitute one and the same instrument, with each counterpart deemed an original.
15. INDEPENDENT CAPACITY. The employees and agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall

not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party shall have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party.

16. **CHANGES, MODIFICATIONS, AND AMENDMENTS.** This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.
17. **NO THIRD-PARTY RIGHTS.** This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
18. **ASSIGNMENT.** The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
19. **WAIVER.** A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
20. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
21. **SURVIVAL.** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each party, compensation, and indemnification.
22. **HEADINGS.** Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
24. **AUTHORIZATION.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
25. **CONTROLLING LAW.** It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Washington, as if applied to transactions entered into and to be performed wholly within the State of Washington between Washington residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

26. LITIGATION/JURISDICTION/VENUE. Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.
27. INDEPENDENT CONTRACTOR.
- a. Each party and its respective employees or agents shall act as an independent contractor and continue to be the employees or agents of that party which shall be solely and exclusively responsible for that employee or agent and shall not be considered for any purpose whatsoever to be employees or agents of the other party to this Agreement. No party shall have the authority to bind the other party nor control the employees, agents, or contractors of the other party to this Agreement. Each party agrees to indemnify, defend and hold harmless the other parties as required in Section 28.
 - b. Each party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs, benefits, and expenses for its employees. Each party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.
28. INDEMNITY.
- a. To the extent of its comparative liability, each party agrees to indemnify, defend, and hold harmless the other party, and the other party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a party, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).
 - b. Participation in Defense, No Waiver. A party reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the party's indemnity obligations under this Agreement.
 - c. Survival of Indemnity Obligations. All indemnity obligations shall survive the completion, expiration or termination of this Agreement.
29. REQUIRED INSURANCE. During the term of this Agreement, each party shall maintain in force at its own expense the insurance noted below.
- a. Commercial General Liability ("CGL") on an occurrence basis, with a combined single-limits of not less than \$2,000,000 per occurrence. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Agreement.

- b. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 per claim, incident, or occurrence. Coverage will apply to liability for error, omission, or negligent acts arising out of or related to this Agreement.
- c. Automobile Insurance with a limit of not less than \$1 million per occurrence. Coverage shall include owned, hired, and non-owned automobiles.
- d. Workers' Compensation Insurance in compliance with RCW 51.12.020, or the equivalent, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000.
- e. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage without 30-days prior notice to the other Parties.

30. PUBLIC RECORDS ACT.

- a. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), each party agrees to maintain all records constituting public records and to produce or assist the other party in producing such records, within the time frames and parameters set forth in state law.
- b. Each party agrees to notify the other party within two business days of the receipt of a public record request regarding this Agreement or the Services provided.

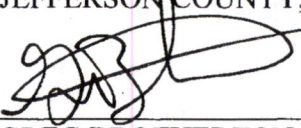
(SIGNATURES FOLLOW ON NEXT PAGE)

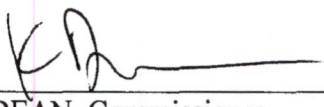
Dated this 2nd day of November, 2020

JEFFERSON COUNTY
CORONER'S OFFICE

By 
JAMES KENNEDY, CORONER

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON


GREG BROTHERTON, Chair


KATE DEAN, Commissioner

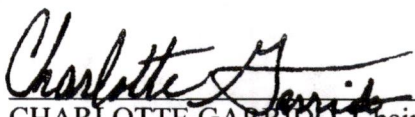
Approved telephonically
DAVID SULLIVAN, Commissioner

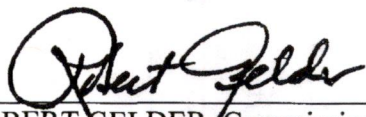
Dated this 7 day of DECEMBER 2020

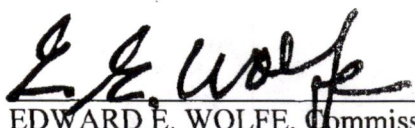
KITSAP COUNTY
CORONER'S OFFICE

By 
JEFFREY WALLIS, CORONER

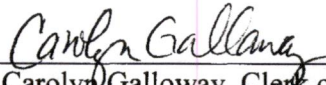
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON


CHARLOTTE GARRIDO, Chair


ROBERT GELDER, Commissioner


EDWARD E. WOLFE, Commissioner

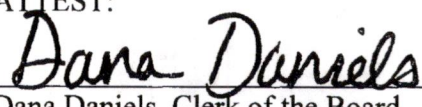
ATTEST:


Carolyn Galloway, Clerk of the Board
Deputy

Approved as to form only:


Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

ATTEST:


Dana Daniels, Clerk of the Board



ATTACHMENT A
SCOPE OF SERVICES

1. Pathology Services. Kitsap County will perform autopsies of Jefferson County deceased when requested to do so by the Jefferson County Coroner on an as needed basis for the compensation amount identified in Attachment B (Compensation) subject to Kitsap County having the staff and resources available to do so at the time of the request.
2. Facility. Jefferson County will provide a facility and supplies for autopsies and any other postmortem examinations to be performed. Some of the supplies and equipment necessary for conducting required examinations include: protective supplies, (such as gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (such as syringes, scalpels, scissors, forceps, chisels, knives, saws, camera, and photographic film); and cleaning supplies (such as soaps, detergents, and disinfectants).
3. Transportation of Deceased. Jefferson County will remain responsible for transportation of the deceased for all purposes.
4. Autopsy/Inspection Photographs. Jefferson County will be responsible for providing the photograph equipment, film, electronic storage, maintenance, and retention of the photographs.
5. Specimen/Tissue Samples. Jefferson County will be responsible for all costs associated with specimen and tissue sampling, with all specimens and tissue samples to remain with Jefferson County for storage and/or destruction.
6. Death Investigations. Jefferson County will provide its own death investigation services.
7. Personal Property. Jefferson County will remain responsible for the retention and disposition of all personal property of the deceased as required by law.
8. Jurisdiction. The parties agree that jurisdiction of the body of the deceased is with the County where the death occurred.

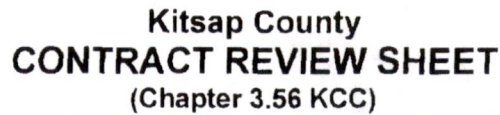
ATTACHMENT B
COMPENSATION

Jefferson County agrees to pay the following fees for Services provided by Kitsap County as identified in Attachment A. The excluded and additional fees shall be invoiced as a separate amount and are not included in the annual compensation. The associated fees for each service represent the actual cost to Kitsap County.

Service Provided	Fee (per autopsy request)
Autopsy, case evaluation, report	\$1,500.00
External examination	\$600.00
Transcription services	\$100.00
Histology cassette services	\$100
Laboratory Services	\$75-100

Excluded Services. The following are services not included in the annual compensation amount and will be assessed at an additional fee when such services are requested by Jefferson County. The fee charged will be the actual cost to Kitsap County for providing such services.

- Transportation services are \$200 per incident
- Expert consultation services
- Testimony and associated costs (e.g. travel)
- Death investigation services
- External fees for services



1. Contractor Jefferson County

2. Purpose Interlocal Agreement for Pathology Services

3. Contract Amount Varies based on services Disburse ☐ Receive ☒

4. Contract Term Upon approval for one year with one year consecutive extensions

5. Contract Administrator Jeffrey J. Wallis Phone 360-337-5602

Approved: _____ Date _____

Department Director

1. Contract Control Number	KC-432-20
2. Fund Name	Coroners
3. Payment from-Revenue to CC/Account Nbr	9171.3380.90
4. Encumbered By Dave Schureman	Date 10/25/2020

1. ☐ Approved ☐ Not Approved
 Reviewer NA Date NA
 2. Comments:

1. ☒ Approved ☐ Not Approved
Reviewer Anastasia Johnson **Date** 11/13/2020
 2. **Comments:**

1. ☒ Approved ☐ Not Approved
Reviewer Aimée Campbell **Date** 11/14/2020
 2. Comments:

1. ☐ Approved ☐ Not Approved
Reviewer _____ Date _____

2. Comments: _____

1. ☒ Approved as to Form ☐ Not Approved as to Form
 Reviewer Susan Rogers Date 11/10/2020
 2. Comments: _____

CONSIDERATION BY THE BOARD
(For contract signing authority, see KCC 3.56.075)

Date 12.7.2020

Lee Reyes @ MS- 7



A. CONTRACT INFORMATION

1. Contractor Jefferson County

2. Purpose Interlocal Agreement for Pathology Services

3. Contract Amount Varies based on services Disburse ☐ Receive ☒

4. Contract Term Upon approval for one year with one year consecutive extensions

5. Contract Administrator Jeffrey J. Wallis Phone 360-337-5602

Approved: _____ Date _____

Department Director _____

B. AUDITOR – ACCOUNTING INFORMATION

1. Contract Control Number	KC-432-20		
2. Fund Name	Coroners		
3. Payment from-Revenue to CC/Account Nbr		9171.3380.90	
4. Encumbered By	Dave Schureman	Date	10/25/2020

C. AUDITOR'S ACCOUNTING – GRANTS REVIEW

Signature required only if contract is grant funded

1. ☐ Approved ☐ Not Approved
Reviewer NA Date NA
2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW

1. ☒ Approved ☐ Not Approved
Reviewer Anastasia Johnson **Date** 11/13/2020
 2. **Comments:**

E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW

Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)

1. ☒ Approved ☐ Not Approved
 Reviewer Aimée Campbell Date 11/14/2020
 2. Comments:

F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW

Signature required only if union or employment contract

1. ☐ Approved ☐ Not Approved
Reviewer _____ Date _____
2. Comments: _____

G. PROSECUTING ATTORNEY

1. ☒ Approved as to Form ☐ Not Approved as to Form
Reviewer Susan Rogers **Date** 11/10/2020

2. **Comments:**

H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.

(For contract signing authority, see KCC 3.56.075)

Date Approved by Authorized Contract Signer:

RETURN SIGNED ORIGINALS TO:

Date 12.7.2020

Lee Reyes @ MS- 7