

A. 2015-15
15-0024

PEND OREILLE COUNTY

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 Dolly Hunt, Pend Oreille County Prosecuting Attorney and ex-officio 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, Dolly Hunt is the elected Prosecuting Attorney and ex-officio Coroner for Pend Oreille 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 the CORONER 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 the CORONER, except that SPOKANE COUNTY shall not provide any medical examiner services for the

COPY

CORONER for mass fatality events. Attachment "A" also sets forth certain obligations of the CORONER.

SECTION NO. 2: DURATION

This Agreement shall commenced on the last signature date on the signature page and shall continue for two (2) years unless terminated earlier as provided hereinafter.

SECTION NO. 3: PAYMENT

The CORONER shall pay SPOKANE COUNTY eighteen hundred dollars (\$1,800) for each autopsy. In addition, the CORONER shall also pay for:

- (1) Any addition 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 the CORONER on a monthly basis. The CORONER shall pay SPOKANE COUNTY within 14 days of receipt of the invoice for services provided.

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

The CORONER 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. The Coroner 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 the CORONER. 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 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 CORONER 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 22
Spokane, WA 99260

Dolly Hunt
Pend Oreille County Prosecuting Attorney
P.O. 5070
Newport, WA 99156

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 CORONER 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 the CORONER, 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 the CORONER, its officers and employees.

The CORONER shall indemnify, defend and hold harmless SPOKANE COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CORONER's intentional or negligent acts or breach of its obligations under the Agreement. The CORONER's 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 of CORONER 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. The CORONER 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 CORONER 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: 1-6-15

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

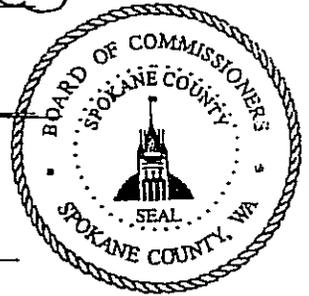
ATTEST:

Danna Vasquez
Daniela Erickson
Clerk of the Board

Todd Melke
TODD MELKE, Chair

Shelly O'Quinn
SHELLY O'QUINN, Vice-Chair

Al French
AL FRENCH, Commissioner



DATED: 1/7/2015

Dolly Hunt
DOLLY HUNT 33613
Pend Oreille County Prosecuting Attorney

ATTACHMENT "A"

SPOKANE COUNTY MEDICAL EXAMINER'S OFFICE Statement of Policy, Procedure and Practice

Policy Title: PROCEDURES IN OUTSIDE COUNTY CASES

Policy:

The Spokane County Medical Examiner's Office serves as a regional center for much of Eastern Washington and the Panhandle of Idaho. Frequently coroners and prosecutor/coroners in these jurisdictions arrange for autopsies to be performed at the Forensic Institute at Holy Family Hospital. The Spokane County Medical Examiner's Office has no jurisdictional authority in any of these outside counties. However, the same high standards in performance of a forensic autopsy will be followed in outside county cases, as is expected in cases that come under the legal jurisdiction of the Spokane County Medical Examiner's Office.

Procedures and Practices:

INVESTIGATIONS, REQUEST FOR AUTOPSIES:

Investigations come under the authority of the county wherein the death occurred, and are not the responsibility of the Spokane County Medical Examiner's Office. When outside counties request autopsy examination the Outside County Autopsy Request Form must be completed fully, including information about when the body will arrive in the Holy Family facility. Ideally, this form should be received by fax at the Medical Examiner's facility, and coordination made, prior to transport of the body to Spokane County. Medical Examiner staff are available after hours, weekends and holidays by pager for this coordination. The sooner the Spokane Medical Examiner's Office is notified, and body transportation arranged, the more efficient the Spokane County Staff can meet the needs of referral counties.

The Spokane County Medical Examiner's Office must be notified at the time of receipt of request for autopsy if law enforcement will attend the postmortem examination with appropriate contact information also provided.

Referral county coroners and prosecutor/coroners are required to enter some decedent demographic information as well as a narrative in the Medtrack system. This system allows referral counties to track data relating to their own autopsies but is designed so that the coroners and prosecutor/coroners cannot access data for any other county, including Spokane county. The narrative entry in Medtrack must include scene findings, the sequence of events preceding death, a list of the decedent's medical conditions if known, and other information as is appropriate to good documentation of a detailed scene investigation. An incomplete narrative description of the scene and circumstances of death hinders the autopsy examination. The Medical Examiner

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administrative staff is available to provide assistance and technical support with the Medtrack data base system.

The autopsy cannot be performed until investigative and logistical information has been provided. While investigations are the responsibility of the local agencies, the Spokane County Medical Death Investigators can assist in providing follow-up research required as a part of autopsy, such as retrieval of necessary medical records. Surrounding coroners and coroner/prosecutors are reminded again that an autopsy performed in a "vacuum" without investigation information is not nearly as valuable as one performed with complete scene investigation information.

RECEIPT OF BODY IN THE MEDICAL EXAMINER FACILITY

Body bags are provided to all outside counties, along with evidence seals, which are sequentially numbered. The bodies are packaged in the body bags, after an identification band is secured around an ankle or arm, with the decedent's name and other identifying case information as desired by the outside agencies, ensuring all body parts are in one bag. The bags are sealed with evidence seals, and the decedent's name and evidence tag number are written on the outside of the body bag.

Outside agencies occasionally use other types of body bags, or other packaging techniques. These are also acceptable as long as the decedent is clearly identified via band or other means, and as long as the integrity of personal property is assured. The bodies received at the Forensic Institute cannot be examined if they are received without an identification band on the body itself (not just written on the body bag) or label.

PERSONAL PROPERTY:

Once a body is received at the Forensic Institute at Holy Family Hospital, personal property becomes the temporary responsibility of the Spokane County Medical Examiner's Office. Clothing will be inventoried and placed in a labeled plastic bag with the decedent on the gurney at the conclusion of autopsy, for release to the funeral home (or submitted in evidence at the request of the police agency having jurisdiction). Other personal property (estimated to have monetary value) will be inventoried at the time of autopsy, and described in detail on the Personal Property Inventory Form.

If a law enforcement agency attends the autopsy and desires personal property, it will be released to them as evidence. If this is not the case, the personal property will be secured and any items of value will be stored in the safe at the Forensic Institute; or, in the case of an out-of-town funeral home, released directly to the funeral home representative, with appropriate signatures.

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Procedures in Outside County Cases

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If the funeral home receiving the body picks up the body at the Forensic Institute during business hours, Monday through Friday, the personal property can be released to them. They will be required to sign a Personal Property Form, and will receive a copy of the inventory. If the body is picked up on the weekend or during non-business hours during the week, other arrangements will have to be made for the release of personal property. It can be mailed at outside county expense to the coroner or prosecutor/coroner having jurisdiction. Arrangements can also be made to have personal property picked up by next-of-kin or mailed directly to next-of-kin (this is also done at the expense of the referral county).

BODY STORAGE:

The Medical Examiner's Office is not a long-term body storage facility. Referral county decedents will be held at the facility, if there are portions of autopsy examinations which are not complete. An example of this would be if dental identification has not yet been performed. Another example would be if anthropologic work-up is needed the body will be held until completion of this anthropology examination. Otherwise, because storage facilities are limited, efforts should be made to remove bodies in a timely fashion. It is the obligation of the outside agencies to contact the Medical Examiner's Office if release cannot occur within a few days after autopsy. The Spokane County Medical Examiner's Office will charge outside counties for any long-term body storage, except when held intentionally for further examination as described above.

NEXT-OF-KIN:

In deaths occurring outside Spokane County, the Spokane Medical Examiner's Office assumes no responsibility for locating or identifying next-of-kin, or for making notification of death to next-of-kin.

RELEASE OF BODY:

It is the responsibility of the outside county to provide the Spokane Medical Examiner's Office with the name of the funeral home to notify after completion of autopsy. When bodies are released, this is documented as in any Spokane jurisdiction death (described in separate policy).

AUTOPSY REPORT/CONFIDENTIALITY:

The autopsy reports generated after examination of decedents from outside counties are confidential. Since the Spokane County Medical Examiner's Office has no jurisdiction, the office will not release any autopsy reports or information relating to examination to the general public.

When the Medical Examiner's Office receives request for information about outside county cases, these requests will be referred to the coroner or coroner/prosecutor having jurisdiction. With the permission of the local coroner or coroner/prosecutor, the

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Medical Examiner's Office in Spokane County will fully cooperate and speak with families who desire information related to autopsy examination.

Preliminary/Final autopsy findings will be faxed to the office of the outside county and/or communicated by phone or e-mail, directly after autopsy.

MANNER OF DEATH:

An autopsy report prepared after completion of an autopsy for outside counties will include a determination of cause of death. However, since the investigation is the primary responsibility of the outside coroner or county, the manner of death determination is made by the local coroner or coroner/prosecutor.

PAYMENT FOR OUTSIDE AUTOPSY EXAMINATION:

Any changes in fees charged to outside counties will be communicated to the counties in a timely fashion. These are set by Spokane County in conjunction with the Spokane County Medical Examiner Advisory Board and with the approval of the Spokane County Board of County Commissioners. This Advisory Board is made up of representatives from the Spokane Board of County Commissioners, Prosecutors, Public Defenders, and the Spokane County Law Enforcement Community.

The outside county will be financially responsible for any additional testing or examination deemed necessary for the completion of the autopsy by the Forensic Pathologist (i.e. histology, clinical chemistry, neuropathology).

The Spokane County Medical Examiner's Office has no control or input relating to autopsy room use fees charged by Holy Family Hospital.

IDENTIFICATION:

When remains are transported to the Spokane County Medical Examiner's Office as "unidentified remains" the Forensic Pathologist will assist coroners in identification. Identification of all decedents is, however, the responsibility of the local coroner or coroner/prosecutor. The coroner must determine when there is a need for scientific verification of identification; otherwise, it will be assumed by the Forensic Pathologist that the identification tag on the body bears the correct name. When scientific methods are used for identification, it will be the coroner's decision whether identification has been adequately confirmed.

SPECIMEN RETENTION

The Spokane County Medical Examiner's staff will use the same high standards in performing autopsies for surrounding counties as required in Spokane County case work. That is, the procedures outlined under separate policies concerning performance

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Procedures in Outside County Cases

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of the autopsy and collection of forensic specimens applies equally to the referral county autopsies.

All surrounding counties who refer autopsies to the Spokane County Medical Examiner's Office agree to abide by the Spokane County Medical Examiner's specimen retention policy. This policy provides for scheduled discarding of specimens collected during performance of autopsy. The Spokane County Medical Examiner's Office will not hold specimens longer than described in the retention policy for any agency, coroner, or consultant. If a coroner or coroner/prosecutor has need of placing any specimen on any type of "hold" status, the Spokane County Medical Examiner's Office should be contacted immediately. Although Spokane County will not hold the specimens, it will arrange for transfer of autopsy specimens, samples, or evidence to the surrounding county using appropriate chain-of-evidence procedures. Any costs generated by the transfer of these specimens must be paid by the referral county.

ORGAN DONATION

The Spokane County Medical Examiner's Office has no jurisdiction over deaths in surrounding counties. Because of this, it is not within the authority of Spokane County to provide coroner/medical examiner release for any tissue, cornea, or solid organ donation procedure. If a surrounding coroner or prosecutor/coroner has released organs or tissues for donation, the Spokane County Medical Examiner's Office should be notified prior to autopsy (SightLife has agreed to reimburse the Spokane Medical Examiner for ME staff supervision required off-hours for cornea donation, even if deaths fall under the jurisdiction of referral counties). If cornea donation or other donation procedure is performed at the Spokane County Medical Examiner's Holy Family facility via the consent of a surrounding coroner or prosecutor, that county will be liable for any Spokane County costs related to the procedure.

PARTIAL AUTOPSIES

The Spokane County Medical Examiner's Office will not perform external examinations (only) or incomplete or partial autopsies such as "head only" examinations for any surrounding coroner or medical examiner county under any circumstances.

WITNESSES

The Spokane County Medical Examiner autopsy facility has limited work space. Autopsy witnesses are limited to two per autopsy, unless prior permission is received from a Medical Examiner. Witnesses to autopsy should be directly involved with investigation or prosecution of the death. The pathologist's primary responsibility during autopsy is to do a thorough competent examination. Multiple witnesses make concentration difficult in our small examination rooms.

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Procedures in Outside County Cases

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MASS FATALITY

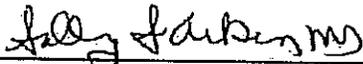
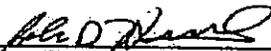
The Spokane County Medical Examiner's Office has no authority or jurisdictional responsibility in any mass fatality incident except in Spokane County.

ENACTMENT OF NEW POLICIES FOR SURROUNDING COUNTIES

When any Spokane County policies regarding procedures in outside county cases are changed, a copy of the new policy will be sent to all referral counties in a timely fashion.

REFERENCES:

1. Outside County Request for Autopsy form – attached.
2. Spokane County Medical Examiner's Advisory Board Resolution

	
Sally Aiken, M.D. Medical Examiner	Date 9/19/13 John D. Howard, M.D. Medical Examiner
	Date 9-20-2013

Implemented: Nov 2008 **Revised:** April 2010, June 2012; Sept 2013

Computer File Name: Procedures in outside county cases.

ATTACHMENT "A"

AUTOPSY REQUEST FORM
Case Demographics

Entered in Medtrack: Yes No

- If this has not yet been entered in Medtrack, please enter immediately, fill out the information below and FAX to 509-477-6327

County: _____

Deceased: _____ D.O.D.: _____

D.O.B.: _____ Time of Death: _____

Body to Arrive at Morgue: _____ / _____
(DATE) (TIME)

Reporting Investigator: _____ Phone Number: _____

Do You Need a Call Before the Autopsy: Yes No

Will Law Enforcement Attend the Autopsy: Yes No

Who: _____ Phone #: _____

Do You Wish to Have A FAX Copy of the Preliminary Impression of the Case?

Yes No Fax #: _____

Funeral Home Doing Removal: _____

Phone #: _____ Fax #: _____

Requestor's Name (Please Print)

Requestor's Signature

Date

ATTACHMENT "A"

4 C.C.
SPOKANE

NO. 98 0633

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A SPOKANE)
COUNTY MEDICAL EXAMINER ADVISORY COUNCIL) RESOLUTION
AND OTHER MATTERS RELATED THERETO)

WHEREAS, pursuant to the provisions of RCW Section 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, pursuant to the provision of RCW 36.24.190, in a county with a population of 250,000 or more, the board of county commissioners may, upon a majority vote at an election called by the county legislative authority, adopt a system under which a medical examiner may be appointed to replace the office of the coroner; and

WHEREAS, pursuant to the above-cited statutory provisions, the Board of County Commissioners of Spokane County submitted to the electorate, on Tuesday, November 4, 1997, a ballot proposition concerning the establishment of the position of a Medical Examiner to replace the Office of the County Coroner, effective as of January 1, 1999; and

WHEREAS, the electorate, by a vote of 82.2% yes and 17.8% no, approved the Board of County Commissioners' Resolution establishing Medical Examiner System to replace the Office of the County Coroner, effective as of January 1, 1999; and

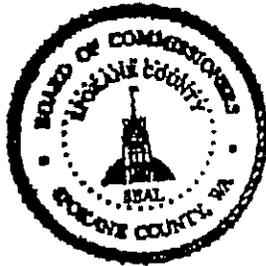
WHEREAS, pursuant to the provisions of RCW 36.24.190, the Board of County Commissioners desires to establish a Spokane County Medical Examiner Council to provide certain advice and recommendations to the County Medical Examiner and/or the Board of County Commissioners and/or Spokane County Office of Medical Examiner on matters related to the duties and responsibilities of the Medical Examiner and the Spokane County Office of Medical Examiner.

ATTACHMENT "A"

98 0633

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW Section 36.24.190, that the Board does hereby establish the Spokane County Medical Examiner Advisory Council, having certain responsibilities, all more particularly described in Attachment "A," attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 4th day of August, 1998.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:
WILLIAM E. DONAHUE,
Clerk of the Board

By: Daniela Erickson
DANIELA ERICKSON, Deputy Clerk

[Signature]
PHILIP D. HARRIS, Chair

[Signature]
M. KATE McCASLIN, Vice-Chair

[Signature]
JOHN ROSKELLEY

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ATTACHMENT "A"

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ATTACHMENT "A"

Section No. 1: Creation/Composition

There is created a Spokane County Medical Examiner Advisory Council to consist of eleven (11) voting members to be known as the Spokane County Medical Advisory Examiner Council, hereinafter referred to as the "Council." The eleven-member Board shall have the following composition:

- (1) One representative from the Spokane Regional Health District,
- (2) One representative from the Spokane County Medical Society,
- (3) One representative from the Holy Family Hospital,
- (4) One representative from the Spokane City Police Department,
- (5) One representative from the Spokane County Sheriff's Office,
- (6) One representative from the Washington State Patrol,
- (7) One representative from the Spokane County Prosecuting Attorney's Office,
- (8) One representative from the Spokane County Public Defender's Office,
- (9) One representative from the Office of the Board of County Commissioners County,
- (10) One representative from the Spokane County Medical Examiner's Office to be its Administrator, and
- (11) The Spokane County Medical Examiner.

Section No. 2: Appointment

The members of the Council shall be appointed by their respective bodies as set forth in Section No. 1.

Section No. 3: Term

The terms of the members of the Council shall run in perpetuity as long as such individual retains the prerequisite for the position which they are filling or until their body designates a new representative.

Section No. 4: Vacancies

Vacancies occurring for any reason whatsoever shall be filled in the same manner in which the underlying members' position was filled.

ATTACHMENT "A"

Section No. 5: Removal

Any appointed member to the Council may be removed by that entity who designates the Council member for any reason whatsoever.

Section No. 6: Officers

The Council shall every year elect a chairperson and vice-chair person from among its membership. The chairperson shall preside over all meetings and in his/her absence the vice-chairperson shall preside. The Chair will update and/or present matters to the Board of County Commissioners.

Section No. 7: Meetings - Rules and Regulations

The Council shall minimally hold quarterly meetings each year. More frequent meeting may be called if necessary. The Council may adopt rules and regulations governing the transaction of business and shall also keep a public record of all actions. The Council will report/update the Board of County Commissioners at least two times a year or more frequently as may be necessary on items related to their powers and duties as enumerated hereinafter.

Section No. 8: Compensation - Expenses

Members of the Council shall serve without compensation an/or per diem of any kind or nature whatsoever, including compensation for travel to and from the usual places of business to the place of a regular or special meeting of the Council.

Section No. 9: Powers and Duties of Council

The Council shall have the following duties/responsibilities:

- (1) To review and make recommendations to the Spokane County Medical Examiner's Office and/or Medical Examiner on their respective policies and procedures;
- (2) To report to the Board of County Commissioners on the performance of the Medical Examiner's Office and/or Medical Examiner, as may be requested;
- (3) To make recommendations to the Board of County Commissioners on the needs of the Medical Examiner's Office and/or Medical Examiner;
- (4) To review the preliminary yearly budget of the Medical Examiner's Office and make recommendations thereon;
- (5) To establish such subcommittees as it shall deem necessary to assist the Council in meeting its duties set forth in this Section,

ATTACHMENT "A"

- (6) To make recommendations to the Board of County Commissioners on visioning and planning as it concerns the Medical Examiner's Office, and
- (7) To report and make recommendations to the Board of County Commissioners, Medical Examiner's Office and/or Medical Examiner on any matter referred to it.

The Medical Examiner, Spokane County Medical Examiner's Office and/or Board of County Commissioners shall not be bound by any recommendation(s) of the Council.

(res/mod.1)

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ATTACHMENT "B"

Legal Consultation Fees

Fee Type	Fee Amount
Review of Records, Reports and Related Literature	\$ 250.00 / hour
Phone and / or Office Consultation	\$ 200.00 / hour
Court Testimony	\$ 350.00 / hour
Court Standby	\$ 350.00 / hour
Travel Time	\$ 200.00 / hour
Deposition	\$ 400.00 / hour
Court Affidavit	\$ 100.00

Miscellaneous Fees

Fee Type	Fee Amount	Comments
Biological Specimen	\$ 100.00	Requesting party is responsible for 100% of shipping costs
Re-cuts of Slides	\$ 50.00 / Case	Requesting party is responsible for 100% of shipping costs
CD Copy of Photos	\$ 50.00 / CD	Requesting party is responsible for 100% of shipping costs
Copy of Entire File	\$ 100.00	This fee includes paper copy only; if the request is made for a CD of photos, an additional \$ 50.00 fee will be charged

This page was last edited 10/23/2013