

Item # 5-2B

**City of Carson City
Agenda Report**

Date Submitted: September 25, 2007

Agenda Date Requested: October 4, 2007

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to adopt A Resolution Adopting and Approving an Interlocal Agreement for Forensic Services between The County of Washoe, a political subdivision of the State of Nevada on behalf of the Washoe County Medical Examiner and Coroner's Office and Carson City, a consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0708-001)

Staff Summary: Contract No. 0607-001 Forensic Pathology Autopsy Services with Forensic Pathology Services, A Division of Sierra Pathology Associates, Inc. - Ellen G. I. Clark, M.D., Director, expired on 6/30/07.

Type of Action Requested: (check one)
☒ Resolution ☐ Ordinance
☐ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to adopt A Resolution Adopting and Approving an Interlocal Agreement for Forensic Services between The County of Washoe, a political subdivision of the State of Nevada on behalf of the Washoe County Medical Examiner and Coroner's Office and Carson City, a consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0708-001)

Explanation for Recommended Board Action: Previously forensic services for the Sheriff's Office were provided by Forensic Pathology Services, A Division of Sierra Pathology Associates, Inc. Effective July 1, 2007 the Office of the Medical Examiner and Coroner was officially reorganized and Dr. Ellen Clark was appointed Chief Medical Examiner and Coroner by the Washoe County Board. These changes were designed to bring a higher level of forensic pathology and death investigation services.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: \$52,000.00

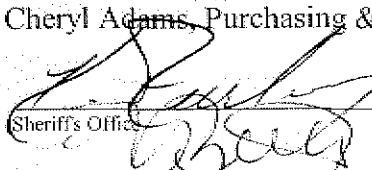
Explanation of Impact: \$52,000.00

Funding Source: \$52,000.00 budgeted in FY 2007-2008 Sheriff's Office - Autopsies

Supporting Material: Resolution and Interlocal Agreement for Forensic Services

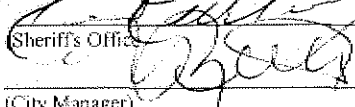
Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:


(Sheriff's Office)

Date:

9-25-07


(City Manager)

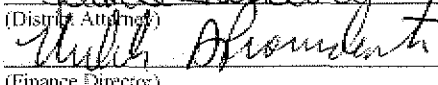
Date:

9-25-07


(District Attorney)

Date:

9-25-07


(Finance Director)

Date:

9-25-07

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING AN
INTERLOCAL AGREEMENT FOR FORENSIC SERVICES
BETWEEN THE COUNTY OF WASHOE, A POLITICAL
SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF
THE WASHOE COUNTY MEDICAL EXAMINER AND
CORONER'S OFFICE AND CARSON CITY, A CONSOLIDATED
MUNICIPALITY AND POLITICAL SUBDIVISION OF THE
STATE OF NEVADA AND OTHER MATTERS PROPERLY
RELATED THERETO.**

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and Washoe County is also a political subdivision of the State of Nevada and the Washoe County Medical Examiner and Coroner's Office is a part of that agency; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Agreement for Forensic Services desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement for Forensic Services is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement for Forensic Services shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the Washoe County Medical Examiner and Coroner's Office.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and adopted
this 4th day of October, 2007 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL AGREEMENT
FOR FORENSIC SERVICES

This Agreement is made and entered into this _____ day of _____, 2007, by and between the County of Washoe, a political subdivision of the State of Nevada on behalf of the Washoe County Medical Examiner and Coroner's Office ("Washoe County"), and Carson City Sheriff/Coroner ("Carson City").

WITNESSETH:

WHEREAS, the parties are public agencies as described in NRS Chapter 277 and NRS 277.180, etc. seg., and are empowered to enter into Agreements of mutual advantage, and

WHEREAS, the parties desire to have Washoe County provide forensic services for Carson City as provided in this Agreement, and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of both parties;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follows:

1. Services: A medical examiner of the Washoe County Medical Examiner and Coroner Office will perform the medical consultations, autopsies, or medical examinations deemed necessary by the Carson City Coroner in consultation with the Washoe County Medical Examiner and Coroner.

Traumatic or suspicious death cases occurring in Carson City which may require a forensic autopsy or medical examination should be referred to the Washoe County Medical Examiner and Coroner Office. This office should be notified as soon as possible after Carson City becomes aware that a case shall be referred to the Washoe County Medical Examiner and Coroner, and **before** the body is transported to the Washoe County facility.

Autopsies and medical examinations shall be conducted at the Washoe County Medical Examiner and Coroner Office in accordance with their policies, in order to establish a Cause of Death.

A written report on all autopsy and medical (external) examination cases conducted for Carson City will be completed in a timely manner and provided to the Carson City Coroner.

2. Compensation: Carson City shall pay (WCMECO) for services rendered at rates listed in "Attachment A". Invoices for services shall be issued by the Washoe County Medical Examiner and Coroner Office at the beginning of each month.

These rates shall include all microscopic studies deemed necessary by the Washoe County Medical Examiner. However, these rates do not include x-ray examinations, anthropology examinations, dental examinations, toxicology studies, other laboratory tests (i.e. metabolic tests, fluid chemistry studies, bacterial and viral cultures), subspecialty pathology examinations (i.e. neuropathology), transportation of decedents or legal consultation and testimony by the medical examiner in civil or criminal proceedings.

3. Term: This Agreement will commence on the first day of July, 2007 and shall terminate on the thirtieth day of June, 2008. This Agreement may be renewed annually, at the discretion of the parties.
4. Termination: This Agreement may be terminated during its term by either party upon 30 days written notice, without cause or penalty. The parties expressly agree that this Contract shall be terminated immediately if for any reason Carson City funding ability to satisfy this Contract is *withdrawn, limited or impaired*.
5. Storage and Release of Bodies: For other agency referral cases, bodies are either returned to the other agency jurisdiction by the funeral home that brought them (usually the same day as the examination, or the next day), or if the family desires, are released to a local funeral home.
6. Records and Confidentiality:
 - a. Records Distribution – When completed, all original documents, i.e. record of death narrative, autopsy/medical examination report, toxicology and laboratory test results, will be delivered to the other agency (Sheriff/Coroner). Requests for copies from insurance companies, etc., are referred to the Other County Sheriff/Coroner or his designee. Rarely, our records are subpoenaed and are released in the same manner as Washoe County records. These shall include notes from our agency only. Police reports, medical records, and other agency notes are **NOT** included in releasable documents; a subpoena has to specify release of photos if those are desired.
 - b. Confidentiality – No information is released by the Washoe County Office on these cases. All callers are referred to the Carson City Sheriff/Coroner or his designee.
7. Reciprocal Indemnification: Carson City agrees to indemnify, defend and hold harmless Washoe County, its officers, employees, and agents, from and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of Carson City in connection with the services to be provided to Carson City by Washoe pursuant to this Agreement.
8. Washoe County agrees to indemnify, defend and hold harmless Carson City, its officers, employees, and agents, from, and against any and all claims, demands,

or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of Washoe County in connection with the services to be provided by Washoe County to Carson City pursuant to this Agreement.

9. The parties do not waive and intend to assert any liability limitations available under law, including, but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.
10. Interpretation: The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.
11. Assignment: Pursuant to NRS 332.095, no part of this Agreement may be assigned or amended without the consent of the parties.
12. Incorporation: This Agreement constitutes the complete and final Agreement of the parties.

By: _____ Date _____
(Print name)
_____ Carson City

State of _____
County of _____

Signed and affirmed before me on _____ by _____.

ALAN GLOVER, Clerk/Recorder

By: _____ Date _____
Robert Larkin, Chairman
Washoe County Commission

State of _____
County of _____

Signed and affirmed before me on _____ by _____.

(Signature of notarial officer)