



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: November 1, 2018

Staff Contact: Carol Akers and Ken Furlong

Agenda Title: For Possible Action: To approve the Interlocal Agreement with Washoe County on behalf of the Washoe County Regional Medical Examiner's Office for Forensic Pathology Services, through June 30, 2020, for an annual amount not to exceed \$148,500.00, to be funded from the Professional Services/Autopsies Account. (Carol Akers, CAkers@carson.org and Ken Furlong, KFurlong@carson.org)

Staff Summary: The Washoe County Regional Medical Examiner's Office will perform services listed on the Fee Schedule as deemed necessary by the Carson City Sheriff/Coroner's Office. This Interlocal Agreement shall remain in force for a period of up to two (2) years, renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

I move to approve the Interlocal Agreement with Washoe County on behalf of the Washoe County Regional Medical Examiner's Office for Forensic Pathology Services, through June 30, 2020, for an annual amount not to exceed \$148,500.00.

Board's Strategic Goal

Efficient Government

Previous Action

Background/Issues & Analysis

This is a projected annual cost that due to the amount exceeding the \$50,000.00 limit, requires board approval.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 227.080/277.180

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Professional Services/Autopsies Account 101-2005-421.05-25

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, account 101-2005-421.05-25 will be decrease by \$148,500.00.

This amount has been included in the Sheriff's Department FY 19 budget.

Alternatives

Not approve agreement and provide other direction.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

THIS AGREEMENT is made the ____ day of _____, 2018, by and between Carson City on behalf of its Sheriff/Coroner (hereinafter “City”) and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Regional Medical Examiner’s Office (hereinafter “WCRMEO”).

WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et.seq.; and

WHEREAS City and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS City desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to City as needed; and

WHEREAS WCRMEO is willing and able to provide such services for City;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations and medicolegal consultations deemed necessary by City in consultation with WCRMEO.

Traumatic or suspicious death cases occurring in City which City determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. City shall notify WCRMEO and provide necessary records as soon as possible after City determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

Autopsies, medical examinations and medicolegal consultations shall be conducted by WCRMEO in accordance with WCRMEO policies.

WCRMEO will complete a written report on all autopsy and medical examination cases conducted for City and will provide that report to City in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCRMEO for examination shall be returned to City through the funeral home that brought them, or if otherwise requested pursuant to the desire of next-of-kin or responsible entity, may be released to a local funeral home.

3. Compensation:

City shall pay WCRMEO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCRMEO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCRMEO in consultation with City, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures, etc.), subspecialty pathology examinations, or transportation of decedents.

4. Term:

This Agreement will commence on the 1st day of July, 2018, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to two years from its effective date, unless terminated sooner pursuant to Section 6 (below) under the discretion of the parties. The Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCRMEO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. Records and Confidentiality:

a. Records Distribution – When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to City along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCRMEO will be referred to City as the custodian of those records.

b. Confidentiality – Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by City. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with City.

8. Reciprocal Indemnification:

City agrees to indemnify, defend and hold harmless Washoe County and WCRMEO, 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 City in connection with the services provided to City by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless 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 provided by WCRMEO to City pursuant to this Agreement.

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.

9. 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.

10. Incorporation:

This Agreement and the Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

11. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Justin Norton
Washoe County
Regional Medical Examiner's Office
P.O. Box 11130
Reno, NV 89520

Ruth Rhines

Senior Deputy Coroner

Carson City Sheriff's Office

911 E. Musser Street

Carson City, NV 89701

12. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

CARSON CITY

WASHOE COUNTY

By: _____

By: _____

Marsha Berkbigler, Chair
Washoe County Commission

DATED: _____

DATED: _____

ATTEST:

ATTEST:

By: _____

By: _____

City Clerk
Carson City

County Clerk
Washoe County



**REGIONAL MEDICAL
EXAMINER'S OFFICE**

Phone: (775) 785-6114
Fax: (775) 785-6163
www.washoecounty.us
990 East Ninth Street
P.O. Box 11130
Reno, Nevada 89512

Fee Schedule

Effective May 1, 2017

Postmortem Examinations

Autopsy	\$2,300.00
Head Post (head-only autopsy)	\$1,300.00
External Medical Examination	\$ 950.00
Consultation Case Sign-out	\$ 300.00
Jurisdiction Terminated with Assist	\$ 100.00
Decomposed Supplemental Fee	\$ 300.00
Obese (BMI > 40) Supplemental Fee	\$ 300.00
Child/Infant Supplemental Fee	\$ 500.00
Homicide Supplemental Fee	\$ 500.00
Fire/Burned Supplemental Fee	\$ 300.00
Biohazard/Infectious Supplemental Fee	\$ 300.00

Toxicology Review / Interpretation Fee	\$ 75.00
Toxicology and Neuropathology Preparation and Handling Fee	10% of cost
Lab Work, Toxicology, Subcontractors, and Special Examinations	Actual Cost
Body Storage Fee – Facility Use Fee (For storage after 48 hours post-autopsy)	\$ 50.00/day

Autopsy Report Fee (less than 10 years old)	\$ 25.00
One copy free to legal next-of-kin upon request	
One copy free to law enforcement and primary care physician	
Autopsy Report Fee (over 10 years old)	\$ 50.00
Autopsy Photographs and X-Rays (CD/Electronic)	\$ 30.00

Legal Consultation and Testimony by Medical Examiner (per District Attorney or other Attorney/Court):

Case preparation	\$ 450.00/hour
Records Review	
Phone Consultation/Conference	
Research for Case	
Report Preparation and Other Items Provided	
Travel Time	\$ 450.00/hour
Wait Time	\$ 450.00/hour
Travel Expenses - Actual Cost (per approval or arrangement by referring agency) May include: Airfare, vehicle rental, mileage allowance, lodging, etc.	
Testimony (Court, Grand Jury, Deposition)	\$ 450.00/hour