



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 17, 2020

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Sheriff Ken Furlong

Agenda Title: For Possible Action: Discussion and possible action regarding an interlocal agreement ("Agreement") between Carson City on behalf of the Sheriff's Office and Coroner ("CCSO") and Washoe County on behalf of the Washoe County Regional Medical Examiner's Office ("WCRMEO") for Forensic Pathology Services, with a retroactive effective date of July 1, 2020 through June 30, 2023, for a not to exceed annual amount of \$148,500.00 and a not to exceed total aggregate amount of \$445,500 to be funded from the General Fund Professional Services/Autopsies Account. (Carol Akers, CAkers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: Under this proposed three-year Agreement, the WCRMEO will provide forensic autopsies, medical examinations and medicolegal consultations to CCSO on an as-needed basis, for the fees established by the Fee Schedule attached to the Agreement.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the Agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

This proposed Agreement is for WCRMEO to provide various forensic pathology services to the CCSO on an as-needed basis. The fee rates for those services, including forensic autopsies, medical examinations and medicolegal consultations, are established by the Fee Schedule that is attached to the Agreement. Pursuant to the Agreement, either party may terminate the Agreement with or without cause by providing 30 days' written notice to the other party.

The agreement is made retroactively effective on July 1, 2020 because additional time was needed for all parties to review the Agreement and agree to terms, and there were additional delays in processing caused by the COVID-19 pandemic. WCRMEO is the only facility in Northern Nevada that is available to provide the forensic pathology services to CCSO and the parties have historically had, and continue to have, a beneficial relationship.

The Agreement has a projected annual cost that exceeds \$50,000, and therefore requires approval by the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 277

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Professional Services/Autopsies Account/ 1012005-500524

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 1012005-500524 will be reduced by a not to exceed amount of \$148,500; the available budget for fiscal year 2021 is \$148,500. The following years will be appropriated in the budget annually.

Alternatives

Do not approve agreement and provide alternative direction to staff.

Attachments:

[WCRMEO Interlocal Agreement 2020-2023.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

INTERLOCAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS AGREEMENT is made 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.

Deaths occurring in City which state law or City determines require a forensic autopsy, 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 state law, Washoe County Code, and WCRMEO policies.

WCRMEO shall 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 delivered them to WCRMEO. If otherwise requested by City, the legal next-of-kin, or other responsible entity, the body may be released into the custody of a different 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, subcontracted work, or transportation and storage of decedents.

4. Term:

This Agreement will retroactively commence on the 1st day of July, 2020, 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 three years from its effective date, unless terminated sooner pursuant to Section 6 of this agreement. 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. Upon termination of Agreement, all invoices for services rendered while the Agreement was in effect must be paid within 30 (thirty) days.

7. Records, Confidentiality, and Specimens:

- a. Records Distribution – When completed, examination documents generated by WCRMEO shall be delivered to City. Pursuant to Nevada public records law, records held by Washoe County may be considered public, and may be released publicly. Records will be disseminated consistent with the laws and policies of Washoe County. Records may be released physically or electronically, at the sole discretion of WCRMEO.
- b. Confidentiality – Pursuant to Nevada law, Washoe County Code, and the policies of WCRMEO, publicly available information regarding cases may be released publicly

by WCRMEO, when requested. This includes releasing information to family members, government agencies, funeral homes, media, researchers, etc.

- c. Specimens – Specimens retained by WCRMEO may be released to City (or designee) upon written request. Specimens will be retained, transferred, disseminated, or discarded by WCRMEO, pursuant to WCRMEO policies and procedures.

8. Tissue and Organ Referrals and Procurement

A goal of WCRMEO is to maximize the availability of organs and tissues for transplant, and enhance the quality, effectiveness, and integrity of the donation process. For all cases referred to WCRMEO, City authorizes WCRMEO to make any notifications and take any actions necessary to assist in facilitating organ and tissue donation with the partner agency of WCRMEO, including authorizing organ and tissue procurement whenever WCRMEO deems it appropriate. Organ and tissue referrals and donations will follow the policies and procedures of WCRMEO.

9. 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.

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. Incorporation:

This Agreement and any 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.

12. Liaison:

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

Justin Norton
WCRMEO
990 East Ninth Street
Reno, Nevada 89512
Phone: (775) 785-6114
jnorton@washoecounty.us

Ruth Rhines
Senior Deputy Coroner
Carson City Sheriff's Office
911 E. Musser Street
Carson City, NV 89701
RRhines@carson.org

13. 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: _____
Brad Bonkowski, Acting Mayor/Mayor Pro Tempore
Carson City

By: _____
Bob Lucey, Chair
Washoe County Commission

DATED: _____

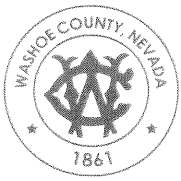
DATED: _____

ATTEST:

ATTEST:

By: _____
City Clerk
Carson City

By: _____
County Clerk
Washoe County



WASHOE COUNTY

REGIONAL MEDICAL EXAMINER'S OFFICE

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

Fee Schedule

Effective January 1, 2020

Postmortem Examinations and Services

Autopsy	\$2,415.00
Head Post (head-only autopsy)	\$1,350.00
External Medical Examination	\$1,000.00
Consultation	\$ 325.00
Jurisdiction Terminated Assistance	\$ 105.00
Decomposed Supplemental Fee	\$ 315.00
Obese Supplemental Fee	\$ 315.00
Minor (under age 18) Supplemental Fee	\$ 525.00
Homicide Supplemental Fee	\$ 525.00
Burned Body Supplemental Fee	\$ 315.00
Biohazard/Infectious Supplemental Fee	\$ 315.00
Toxicology Review and Interpretation Fee	\$ 75.00
Subcontractor Specimen Preparation and Handling Fee	10% of cost
Lab Work, Toxicology, Subcontractors, and Special Examinations	Actual Cost
Body Storage Fee	\$ 50.00/day

Autopsy Report Fee

Actual Cost

One copy free to legal next-of-kin, upon request
Waived for investigating law enforcement agency

Autopsy Photographs and X-Rays (CD/Electronic) \$ 30.00

Legal Consultation and Testimony by Medical Examiner's Office Personnel

Case preparation	\$ 450.00/hour
Records review, phone calls, research, report/specimen preparation	
Travel Time	\$ 450.00/hour
Wait Time	\$ 450.00/hour
Testimony	\$ 450.00/hour

Court, Grand Jury, Deposition

Travel Expenses Actual Cost

Airfare, vehicle rental and fuel, IRS mileage rate, lodging, etc.