

Hem #17

**City of Carson City
Agenda Report**

Date Submitted: March 10, 2009

Agenda Date Requested: March 19, 2009

Time Requested: 5 minutes

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, and consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0809-196).

Staff Summary: The Washoe County Medical Examiner will perform medical consultations, autopsies, or medical examinations deemed necessary by the Carson City Sheriff/Coroner. The term of the proposed Agreement will be 07/01/08 through 06/30/13.

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, and consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0809-196).

Explanation for Recommended Board Action: Pursuant to CCMC Chapter 9.13 – Carson City Coroner and NRS Chapter 259 – Coroners, the Sheriff, or his designee, may direct that a postmortem examination, complete autopsy or toxicology be performed.

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

Fiscal Impact: \$62,000 per fiscal year, based on current number of services performed and current Resolution to Set Fees

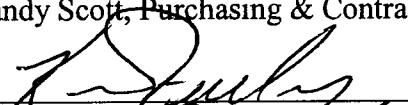
Explanation of Impact: Costs associated for services rendered by this Agreement are set by formal resolution approved and authorized by the Washoe County Board of County Commissioners. The current Resolution to Set Fees is attached to this document. Fiscal impact for FY09 is projected at \$62,000 (current budget is \$52,000). Additional amount needed for

FY09 will be covered in the existing Sheriff's Office budget. Additional funding of \$10,000 will be required for FY10 and beyond.

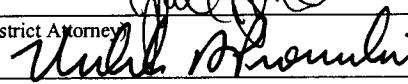
Funding Source: General Fund, account 101-2005-421.05-25, Autopsies. Budgeted at \$52,000 as provided in FY 2009. Budget of \$62,000 will be required for FY 2010.

Supporting Material: Proposed Resolution, Interlocal Agreement, and letter regarding increase in toxicology fees.

Prepared By: Sandy Scott, Purchasing & Contracts Coordinator

Reviewed By: 
(Sheriff's Office) Date: 3/11/09

(City Manager) Date: 3-10-09

(District Attorney) Date: 3-10-2009

(Finance Director) Date: 3-10-2009

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. 2009-R-_____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT FOR FORENSIC SERVICES BETWEE 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 MUNICIPATLITY 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 to perform 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 a political subdivision of the 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 Interlocal Agreement for Forensic Services shall be spread at large upon the minutes 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 forgoing Resolution was passed and adopted this ____ day of March, 2009, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL AGREEMENT FOR FORENSIC SERVICES

THIS AGREEMENT is made the 13rd day of July, 2008, by and between Carson City County Sheriff/Coroner, and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Medical Examiner and Coroner's Office (hereinafter "WCMECO").

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 Carson City County Sheriff/Coroner and WCMECO are public agencies within the meaning of the Interlocal Cooperation Act, and

WHEREAS Carson City County Sheriff/Coroner desires that WCMECO provide medico-legal and forensic examinations and autopsies to Carson City County Sheriff/Coroner as needed; and

WHEREAS WCMECO is willing and able to provide such services for Carson City County Sheriff/Coroner;

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

1. Services:

A medical examiner or pathologist with WCMECO will perform medical consultations, autopsies, or medical examinations deemed necessary by Carson City County Sheriff/Coroner in consultation with WCMECO.

Traumatic or suspicious death cases occurring in Carson City County Sheriff/Coroner which Carson City County Sheriff/Coroner determines require a forensic autopsy or medical examination may be referred to WCMECO. Carson City County Sheriff/Coroner shall notify WCMECO as soon as possible after Carson City County Sheriff/Coroner determines that the referral is necessary and in any event before the body is transported to the WCMECO facility.

Autopsies and medical examinations shall be conducted by WCMECO in accordance with WCMECO policies.

WCMECO will complete a written report on all autopsy and medical examination cases conducted for Carson City County Sheriff/Coroner and will provide that report to Carson City County Sheriff/Coroner in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCMECO for examination shall be returned to Carson City County Sheriff/Coroner 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:

Carson City County Sheriff/Coroner shall pay WCMECO 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. WCMECO shall issue an invoice for services rendered. The established rates shall include all microscopic studies deemed necessary by WCMECO in consultation with Carson City County Sheriff/Coroner, but do not include x-ray examinations, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures), subspecialty pathology examinations, or transportation of decedents.

4. Term:

This Agreement will commence on the 1st day of July, 2008, 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 five 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 approval of the Washoe County Board of County Commissioners.

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 WCMECO 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, all original documents created by WCMECO shall be delivered to Carson City County Sheriff/Coroner along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCMECO will be referred to Carson City County Sheriff/Coroner as the custodian of those records.

b. Confidentiality – Except as set forth in this Agreement and pursuant to Nevada law, WCMECO will not release any information on cases done for Carson City County Sheriff/Coroner.

8. Reciprocal Indemnification:

Carson City County Sheriff/Coroner agrees to indemnify, defend and hold harmless Washoe County and WCMECO, 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 County Sheriff/Coroner in connection with the services provided to Carson City County Sheriff/Coroner by WCMECO pursuant to this Agreement.

Washoe County and WCMECO agree to indemnify, defend and hold harmless Carson City County Sheriff/Coroner, 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 WCMECO to Carson City County Sheriff/Coroner 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:

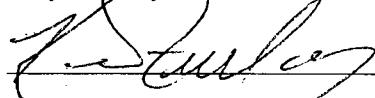
The parties designate the following persons to serve as contacts for purposes of this Agreement:

Ellen Clark M.D.
Office of Washoe County
Medical Examiner and Coroner
P.O. Box 11130
Reno, Nevada 89520

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

Carson City County Sheriff/Coroner

By:



Carson City County Sheriff/Coroner

DATED:

3/11/09

COUNTY OF WASHOE



Robert M. Larkin, Chairman
Washoe County Commission

By:

8.19.08

ATTEST:

By:

County Clerk

ATTEST:

By:



County Clerk
Washoe County