Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings

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<th>MEETING DATE:</th>
<th>September 5, 2017</th>
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<td>TYPE OF AGENDA ITEM:</td>
<td>☒Regular  ☐Timed  ☒Consent</td>
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<td>DEPARTMENT:</td>
<td>Sheriff's Office</td>
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<td>APPROVING PARTY:</td>
<td>Tim Standley, Sheriff-Coroner</td>
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<td>PHONE NUMBER:</td>
<td>530-289-3700</td>
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**AGENDA ITEM:** Adoption of Resolution to Approve Renewal of Interlocal Agreement for Forensic pathology Services between Sierra County and Washoe County, NV.

**SUPPORTIVE DOCUMENTS ATTACHED:** ☐Memo  ☐Resolution  ☒Agreement  ☐Other

**BACKGROUND INFORMATION:** This service provides pathological and other autopsy examinations for unexplained death investigations related to Coroner's Cases, examinations which would not be able to be undertaken by this office without this agreement.

**FUNDING SOURCE:** GENERAL FUND

**GENERAL FUND IMPACT:** No Additional General Fund Impact

**OTHER FUND:**

**AMOUNT:** $ N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**

- ☐Yes, -- --
- ☒No

**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes  ☐No

**IS A BUDGET TRANSFER REQUIRED?** ☐Yes  ☒No

**SPACE BELOW FOR CLERK'S USE**

**BOARD ACTION:**

- ☐Approved
- ☐Approved as amended
- ☐Adopted
- ☐Adopted as amended
- ☐Denied
- ☐Other
- ☐No Action Taken

- ☐Set public hearing
  For: ________________________

- ☐Direction to: ________________

- ☐Continued to: ________________

- ☐Authorization given to:  ________________________

  Resolution 2017- ____________
  Agreement 2017- ____________
  Ordinance ____________

  Vote:
  Ayes:
  Noes:
  Abstain:
  Absent:
  ☐By Consensus

**COMMENTS:**

__________________________________________________________________________

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CLERK TO THE BOARD __________________________________ Date _______________
MEMO

TO: Board of Supervisors

FROM: Tim Standley

Re: Washoe Co. Pathology Services

DATE: August 30, 2017

This is to approve Washoe County Regional Medical Examiner’s Office Inter-Local Agreement between Sierra County and Washoe County, Nevada. The Washoe County Regional Medical Examiner’s Office provides pathological and other autopsy examination services for unexplained death investigations related to Coroner’s Cases. This agreement is for a secondary source for such examinations in the event of a mass death incident or unavailability of our current primary autopsy provider.

Respectfully,

Tim Standley
Sheriff-Coroner
March 15, 2017

To Sheriff and Coroner Offices:

The Washoe County Board of Commissioners has updated the schedule of fees for services provided by the Washoe County Regional Medical Examiner’s Office to extra-jurisdictional government agencies. Section three of the Interlocal Agreement between the Washoe County Regional Medical Examiner’s Office and your county allows for periodic rate adjustments. These adjustments are necessary to cover the rising costs of personnel, equipment, laboratory supplies, etc.

Enclosed is an updated fee schedule approved by the Board of Commissioners for Washoe County. It takes effect for any case received on or after May 1, 2017. Please note that we have restructured the fee schedule, eliminating the "facility fee."

I value our working relationship with your county, and I encourage you to reach out to me whenever questions arise.

Sincerely,

Laura D. Knight, M.D.
Chief Medical Examiner & Coroner
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 $50.00/day
(For storage after 48 hours post-autopsy)

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
BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING INTERLOCAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

RESOLUTION 2017-___

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, and

WHEREAS, Sierra County and Washoe County Regional Medical Examiner’s Office are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS, Sierra County desires that Washoe County Regional Medical Examiner’s Office provide forensic autopsies, medical examinations, and medicolegal consultations to Sierra County as needed; and

WHEREAS, Washoe County Regional Medical Examiner’s Office is willing able and able to provide such services for Sierra County;

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the Interlocal Agreement between the Washoe County Regional Medical Examiner’s Office and the County of Sierra.

ADOPTED by the Board of Supervisors of the County of Sierra on the 5th day of September, 2017, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  

COUNTY OF SIERRA:

_______________________________  _______________________________
PETER W. HUEBNER  
CHAIRMAN OF THE BOARD

ATTEST:  
APPROVED AS TO FORM:  

_______________________________  _______________________________
HEATHER FOSTER  DAVID PRENTICE  
CLERK OF THE BOARD  COUNTY COUNSEL
INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES

THIS AGREEMENT is made the 1st day of July, 2017, by and between Sierra County on behalf of its Sheriff/Coroner (hereinafter “County”) 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 County and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

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

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

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 County in consultation with WCRMEO.

Traumatic or suspicious death cases occurring in County which County determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. County shall notify WCRMEO and provide necessary records as soon as possible after County 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 County and will provide that report to County in a timely manner.

2. Storage and Release of Bodies:
   Bodies sent to WCRMEO for examination shall be returned to County 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:**
   County 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 County, 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, 2017, 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 (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 County 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 County 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 County. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with County.
8. **Reciprocal Indemnification:**
County 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 County in connection with the services provided to County by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless 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 Washoe County in connection with the services provided by WCRMEO to County 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  ________________________________

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:

SIERRA COUNTY

By: ________________________________
   Peter Heubner
   Board of Supervisors-Chairperson

DATED: ___________________________

ATTEST:

By: ___________________________________
   County Clerk
   Sierra County

WASHOE COUNTY

By: ________________________________
   Bob Lucey, Chair
   Washoe County Commission

DATED: ___________________________

ATTEST:

By: ___________________________________
   County Clerk
   Washoe County