



County of El Dorado

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Legislation Text

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Sheriff's Department recommending Chairman be authorized to sign retroactive Agreement 611-S0710 with Washoe County, Nevada, in an amount not to exceed \$90,000 for the term July 1, 2007 through June 30, 2008 for use of its Coroner's Lab for morgue and toxicology services, autopsy services and post-mortem examinations on an as requested basis.

RECOMMENDED ACTION: Approve.

FUNDING: General Fund.

BUDGET SUMMARY:		
Total Estimated Cost		\$90,000
Funding		
Budgeted	\$90,000	
New Funding	\$	
Savings	\$	
Other	\$	
Total Funding Available	\$90,000	
Change To Net County Cost		\$0

Fiscal Impact/Change to Net County Cost: None. Funds are available in the Sheriff's budget to pay for any services obtained.

Background: The Sheriff submitted this contract renewal to Procurements & Contract in February of 2007, 4-months prior to the contract expiration date. Staff in Procurements & Contracts and County Counsel worked for months with Washoe County trying to modify Washoe County's Interlocal Agreement for Forensic Services and to combine the Sheriff's existing contract with Ellen G.I. Clark, MD, who became the Washoe County Medical Examiner.

Reason for Recommendation: Historically, all post-mortum examinations requiring the services of a licensed forensic pathologist were conducted in Sacramento. Weather and/or road conditions sometimes makes it difficult to transport decedents from the Tahoe Basin to Sacramento. Since 2002, the Sheriff has had agreements in place allowing for the services of a licensed forensic pathologist (Ellen Clark) based in Reno, NV the use of the Washoe County Coroner's morgue in Reno when needed. Ms. Clark is now the Washoe County Medical Examiner so only one agreement is now necessary.

County Counsel approved the agreement as to legal form but noted the following non-standard contract provisions:

1. Certain specific services are not covered

2. The Agreement contains a mutual indemnity provision
3. The Records and Confidentiality provision does not address how records and documents will be returned to El Dorado County.
4. The laws of the State of Nevada and venue are in Nevada County and will control any potential litigation.

Should the Sheriff need the specific services that are not covered in this Agreement

Action to be taken following Board approval: The Chair will sign the Agreement.

Contact: Mary Pierce