



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/03/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

La Paz County

***Project Title/Description:**

Intergovernmental Agreement Between Pima County and La Paz County for Medical Examiner Services

***Purpose:**

The purpose of this Agreement is to set forth the responsibilities of the Parties for the provision of Medical Examiner services by County to La Paz, and to address legal and administrative matters among the Parties.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Pima County and La Paz County desire to enter into an intergovernmental agreement whereby the physicians employed by Pima County as Medical Examiners will provide Medical Examiner services for and on behalf of La Paz County.

***Public Benefit:**

La Paz County has determined that appointment of a full-time La Paz County Medical Examiner is not practical and desires to establish a list of licensed physicians who will be available to perform duties required of a Medical Examiner. Physicians employed by Pima County as Medical Examiners will provide Medical Examiner services for and on behalf of La Paz County.

***Metrics Available to Measure Performance:**

Revenue and the amount of cases Pima County performs for La Paz County

***Retroactive:**

No

TO: COB, 5-21-25(1)
Vers: 0
pgs: 0

MAY 20 25 AM 11 47 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: FSC Contract Number : 25*32
 Commencement Date: 07/01/2025 Termination Date: 06/30/2030 Prior Contract Number :
☐ Expense Amount \$ _____* ☒ Revenue Amount: \$ 100,000 (5 year total \$500,000)

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Christopher C Smith
 Department: Forensic Science Center (Medical Examiners)

Telephone: 520-724-8609

Department Director Signature: _____ Date: 5/14/25
 Deputy County Administrator Signature: [Signature] Date: 5/14/25
 County Administrator Signature: _____ Date: 5/14/25

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND LA PAZ COUNTY FOR MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §11-952 by and between Pima County, a body politic and corporate of the State of Arizona ("County") and La Paz County, a body politic and corporate of the State of Arizona ("La Paz"), together, "Parties", and shall be effective as of the first day of July, 2025 ("Effective Date").

Recitals

WHEREAS, County and La Paz may contract for services and enter into agreements with one another for joint or cooperative action pursuant to Arizona Revised Statutes §11-951, et. seq.; and

WHEREAS, County is authorized by Arizona Revised Statute §11-592 to appoint and has appointed a qualified person to the position of Medical Examiner; and

WHEREAS, La Paz is authorized by Arizona Revised Statutes §11-592 and has determined that appointment of a full-time La Paz Medical Examiner is not practical and desires to establish a list of licensed physicians who will be available to perform the duties required of a county Medical Examiner; and

WHEREAS, County and La Paz desire to enter into an agreement whereby the County will provide Medical Examiner services for and on behalf of La Paz.

NOW THEREFORE, County and La Paz, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1) **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the provision of Medical Examiner services by County to La Paz, and to address legal and administrative matters among the Parties.
- 2) **Definitions.**
 - a) **AUTOPSY** – means the postmortem examination of a body, including the internal organs and tissues, to determine the cause of death or pathological changes and conditions, resulting in a report detailing such findings.
 - b) **EXTERNAL EXAMINATION** – means the postmortem examination, which excludes the internal examination, where cause and manner of death may be reasonably ascertained without the direct inspection of internal organs.
 - c) **BOARD CERTIFIED PATHOLOGIST** -- means a board-certified physician who is a specialist in diagnosing the abnormal changes in organs and tissues removed during postmortem examinations.

3) Term.

- a) This Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2030.
- b) Either party may terminate this Agreement at any time, without cause, upon thirty (30) days' advance written notice to the other party, to the address noted in this Agreement.

4) Scope – County's Responsibilities.

County will:

- a) Provide those services to La Paz that are customarily provided by the County Medical Examiner pursuant to A.R.S. Title 11, Chapter 3, Article 12;
- b) Except for services provided by Residents who are specifically training under the supervision of County's staff forensic pathologists, assure that physicians performing under this Agreement are Board Certified Forensic Pathologist(s) who are also licensed to practice in the State of Arizona;
- c) Fully comply with all applicable provisions of law and other rules and regulations of the Arizona Medical Board and of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of physicians;
- d) Provide 24-hour staff availability for consultation with La Paz County's designated personnel;
- e) Perform autopsies in a timely fashion;
- f) Provide the forensic pathologist or otherwise qualified staff who performed the autopsy to testify in court whether as an expert or fact witness;
- g) Perform forensic and non-forensic autopsies. Some or all of the following service tasks shall be performed, based upon the Pima County Medical Examiner's determination of need for each case:
 - i) Prepare body for autopsy.
 - ii) Take photographs of decedent.
 - iii) Take fingerprints of the decedent.
 - iv) Take x-rays of decedent, if necessary.
 - v) Prepare documents required for court testimony, as determined by the Prosecutor assigned to the case file
 - vi) Collect evidence, if necessary.
 - vii) Obtain blood, tissue and/or bone specimens for possible toxicology testing
 - viii) Provide a complete and detailed autopsy report for each individual case that specifically identifies the subject of the autopsy and the case number that the report pertains to
 - ix) Maintain, for the legally required time frame, secure records containing the appropriate professional and supportive information and documentation pertaining to individual cases. Each case may contain the following information:
 - (a) Law Enforcement agency preliminary report;
 - (b) Law Enforcement initial report of case;
 - (c) Any autopsy or examination report;
 - (d) Histological evidence;
 - (e) Slides and/or photographs of the decedent if any;

- (f) Fingerprints of the decedent;
- (g) X-rays of the decedent, if any;
- (h) Past medical history of decedent, if any;
- (i) Narrative entries of any other informational aspects concerning decedent, if any;
- (j) Copy of signed death certificate.
- (k) Submit to La Paz, by the 15th working day following the month in which service is rendered, supporting documentation of cases completed during the previous month and, if applicable, accompanying reports.
- (l) Perform other duties related to this Agreement, including, but not limited to, the following:
 - (i) Signing death certificates for cremation authorization.
 - (ii) Authorize anatomical gifts.
 - (iii) Provide information to family members, the public and other service agencies as authorized by law including, when appropriate, to Consulates and other agencies that track or maintain databases regarding missing persons
- (m) Serve as the Mass Fatality Coordinator

5) **Payment**

Method of Payment and Pricing

- a) Flat Fee Examination and Autopsy Fees. Not later than thirty (30) days after execution of this Agreement, La Paz will submit the amount of twenty-five thousand dollars (\$25,000.00) to Pima County as a flat fee payment for all autopsy cases performed during the first fiscal quarter of the Contract Year (the Base Rate). For each of the subsequent Second, Third and Fourth Quarters of the Contract Year, the sum of twenty-five-thousand dollars (\$25,000.00) not later than the 1st day of the subsequent fiscal quarter (for example, by 10/1/2025; 1/1/2026; and 4/1/2026 in the first year of the Agreement) for the remaining Contract Year(s) that this Agreement is in effect.
- b) Other services. All non-examination or non-autopsy services will be billed and paid in accordance with County's published fee schedule in effect at the time the service is rendered. County will submit an invoice to La Paz by the 15th working day following the month in which the service(s) is/are rendered, identifying the service rendered along with any documentation which La Paz may need for their records.

6) **Mutual Indemnification**

To the extent permitted by law, both Parties shall indemnify, defend and hold each other and their officers, departments, employees and agents harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission of the other party, its agents, employees or anyone acting under its direction, control or on its behalf unless due solely to either Parties' negligence.

7) Compliance with Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation, regardless of whether those standards are specifically designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action or claims arising out of or relating to this Agreement shall be brought in the Superior Court in Pima County.

8) Non-Discrimination

The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, the Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9) ADA

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

10) Severability

If any provision of this Agreement or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

11) Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

12) Non-Appropriation

Notwithstanding any other provision in this Agreement, this Agreement may be terminated pursuant to Paragraph 3(b) if for any reason either governing body of the respective parties does not appropriate sufficient monies during its regular budget review and adoption process for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment of the quarterly fee for the last fiscal quarter in which any services were rendered by the County to La Paz.

13) Worker's Compensation

Each party shall comply with the notice provisions of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

14) No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any La Paz employees, or between La Paz and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15) No Third Party Beneficiaries

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the subject matter of this Agreement different from the standard of care imposed by law.

16) Entire Agreement


This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by the following duly authorized representatives as of the Effective Date:

PIMA COUNTY:

Chair
Board of Supervisors

LA PAZ COUNTY

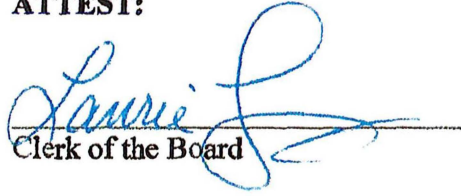


Chair
Board of Supervisors

ATTEST:

Clerk of the Board

ATTEST:



Clerk of the Board

Approval

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

PIMA COUNTY:



Deputy County Attorney

LA PAZ COUNTY:



Attorney for La Paz County