

**INTERLOCAL AGREEMENT FOR CLARK COUNTY AND LINCOLN COUNTY FOR
CORONER/MEDICAL EXAMINER RELATED SERVICES**

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2023 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and LINCOLN COUNTY, hereinafter referred to as AGENCY for Coroner / Medical Examiner Related Services.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract 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;

WHEREAS, AGENCY requires assistance in performing governmental services consisting of medicolegal death investigations, which may include, but may not be limited to, post-scene forensic investigative work consisting of internal and external examinations, autopsy, toxicology, DNA, determinations as to the cause and manner of death, and

WHEREAS, County, through its Office of the Coroner/Medical Examiner, ("CCOCME"), is willing to provide the medicolegal death investigations, which may include, but may not be limited to, post-scene forensic investigative work consisting of internal and external examinations, autopsy, toxicology, DNA, determinations as to the cause and manner of death, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

COUNTY AGREES:

1. That, after AGENCY, at its sole cost and expense and at no cost or expense to COUNTY, delivers a body of a decedent to CCOCME, who died in AGENCY'S jurisdiction within the authority of the AGENCY coroner, CCOCME will perform a medicolegal death investigation, which may include, but may not be limited to, post-scene forensic investigative work consisting of internal and external examinations, autopsy, toxicology, DNA, determinations as to the cause and manner of death, ("Services").
2. CCOCME will invoice AGENCY, pursuant to Clark County Code 2.12.330, two thousand eight-hundred dollars (\$2,800) per autopsy, and external examination services at eight-hundred dollars (\$800) per exam, to include all consultations and standard toxicology and histology fees. If AGENCY requests CCOCME to have specialized tests or studies performed, or if CCOCME determines in its discretions that such tests or studies shall be performed, then CCOCME will invoice AGENCY for the costs of those specialized tests and related studies. CCOCME will also invoice AGENCY for, any travel to AGENCY (as set forth in Article I, section 7) and any other costs and expenses related to the performance of the Services.

3. That subject to CCOCME workload and available staff at CCOCME, as solely determined by CCOCME, if AGENCY delivers a body to CCOCME by 6:00 a.m. on a business day, CCOCME will make its best effort to complete the Services within the same business day, subject to workload and available staff at CCOCME, as solely determined by CCOCME. If AGENCY delivers a body to CCOCME after 6:00 a.m. on a business day, or on a non-business day, CCOCME will make its best effort to complete the Services by close of business the next business day, subject to workload and available staff at CCOCME, as solely determined by CCOCME.
4. That after completion of the Services, CCOCME will contact AGENCY so that AGENCY can make arrangements for pickup of the decedent and any associated property, at the sole cost and expense of AGENCY and at no cost or expense to COUNTY, within twenty-four (24) hours after notification from CCOCME.
5. That CCOCME will provide medicolegal death investigation training at no cost to AGENCY Deputies at a time and place mutually agreed upon by the Parties.
6. That subject to CCOCME workload and available staff, as solely determined by CCOCME, and as may be requested by AGENCY, CCOCME will assist AGENCY with coroner and medical examiner related services necessary for responding to mass fatalities occurring in AGENCY'S jurisdiction.
7. That, when available, CCOCME will provide AGENCY records documenting the Services
8. To appear and testify as may be required in criminal or civil proceedings as a result of performance of the Services. CCOCME will invoice AGENCY for the actual and necessary expenses, as set forth in NRS 50.225(3), for going to and returning from the place where the court, deposition or other proceeding is held. CCOCME will also invoice AGENCY for the per diem allowance provided for state officers and employees generally, as set forth in NRS 50.225(3), or the amount of the actual per diem costs if said costs exceed the amount set forth in NRS 50.225(3). Mileage costs will be based on the Standard Mileage Rates set by the Internal Revenue Service. Additionally, CCOCME will invoice AGENCY for the actual costs to COUNTY as a result of the time for preparation of the testimony, and the time for the testimony.
9. CCOCME is subject to public record disclosure under NRS Chapter 239 and records generated under this contract are subject to release. CCOCME shall release Cause and Manner of Death as requested.

AGENCY SHALL:

1. Contact CCOCME prior to delivery of a decedent who died in AGENCY'S jurisdiction to ensure that CCOCME's workload and staff availability will allow CCOCME to perform the Services.
2. Remove all personal property, excluding clothing, prior to the transport of the decedent to CCOCME. AGENCY shall deliver the body in a dignified and respectful manner.
3. Deliver the decedent and all related case information available at the time to CCOCME at its sole cost and expense and at no cost or expense to COUNTY. As AGENCY obtains subsequent case information, such as related reports, photographs, investigative information, etc., it shall forward such documentation to CCOCME as soon as practicable.
4. Provide follow up investigative information as requested by the COUNTY. AGENCY further agrees to allow CCOCME to obtain critical case information as required by the case.

5. Understand and agree that subject to CCOCME workload and available staff at CCOCME, as solely determined by CCOCME, if AGENCY delivers a body to CCOCME by 6:00 a.m. on a business day, CCOCME will make its best effort to complete the autopsy and/or examination Services within the same business day. If AGENCY delivers a body to CCOCME after 6:00 a.m. on a business day, or anytime on a non-business day, CCOCME will make its best effort to complete the autopsy and/or examination Services by close of business the next business day, subject to workload and available staff at CCOCME, as solely determined by CCOCME. AGENCY understands and agrees that acceptance of work, determination of which Services to perform, method of performance of Services, and completion of the autopsy and/or examination or and/or other Services, is within the discretion of COUNTY and/or CCOCME. AGENCY understands and agrees that there may be times when COUNTY and CCOCME cannot perform some or any of the Services.
6. Within sixty (60) calendar days of receipt of invoice from CCOCME for the costs and expenses set forth in Article I of this Agreement, to pay CCOCME for the full amount(s) stated in said invoices.
7. To make arrangements for pick up and transportation of a decedent, at its sole cost and expense and at no cost or expense to COUNTY, from CCOCME within twenty-four (24) hours after notification from CCOCME of completion of au Services
8. Not bring any cause of action, claim, challenge, suit or demand of any nature against COUNTY and/or CCOCME relating to or arising out of this Agreement and/or the Services and/or CCOCME's performance of the Services.

PARTIES SHALL:

1. Up to the limitations of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The Parties do not waive and intend to assert NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.
2. Agree that any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
3. Agree that employees shall remain solely employees of their respective party while performing the functions and duties of this Agreement. Nothing herein shall be construed to create an independent contractor or an employer-employee relationship between Parties.
4. Agree that this Agreement is solely for the benefit of Parties and does not create any third-party liability.

ARTICLE II: TERM OF AGREEMENT

Commencing from the date of execution of AGREEMENT, the term shall be for one (1) year. Thereafter, unless terminated pursuant to other provisions contained herein, the term of AGREEMENT will automatically renew for a one (1) year term, not to exceed five (5) years from the date of execution.

ARTICLE III: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE IV: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE V: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VI: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: CORONER
Clark County Office of the Coroner/Medical Examiner
1704 Pinto Lane
Las Vegas, NV 89106
(702) 455-3210

To AGENCY LINCOLN COUNTY
P.O. Box 90
Pioche, Nevada 89043
Ph: (775) 962-5390
Fax: (775) 962-5877

ARTICLE VII: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE VIII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE IX: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination. Notwithstanding any other provision, either party may terminate AGREEMENT, with or without cause, upon giving thirty (30) calendar days written notice to the other party.

Process. The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt of notice of suspension or termination, the COUNTY shall immediately discontinue all Services in connection with AGREEMENT and deliver to AGENCY copies of all documents and reports generated in connection with performance of the Services. As soon as practicable after receipt of notice of termination or suspension, COUNTY shall submit an invoice detailing the Services performed under AGREEMENT to the date of termination. AGENCY shall pay the invoice within sixty (60) calendar days after receipt.
2. If at the time of notice of suspension or termination, COUNTY is performing Services related to a decedent who died in AGENCY's jurisdiction, then AGENCY will immediately be responsible for completing those Services. COUNTY will not be liable whatsoever for any Services performed prior to AGENCY's assumption of Services in the event of a suspension or termination.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

LINCOLN COUNTY:

BY: _____
JARED BRACKENBURY, CHAIR
Lincoln County Commissioners

ATTEST:

BY: _____

LYNN MARIE GOYA
County Clerk

BY: _____

Lisa Lloyd, Clerk
Lincoln County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Elizabeth Vibert
Elizabeth Vibert (Dec 19, 2022 10:41 PST)
ELIZABETH A. VIBERT
Deputy District Attorney