

**INTERLOCAL AGREEMENT FOR CLARK COUNTY AND NEVADA DEPARTMENT OF CORRECTIONS 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 NEVADA DEPARTMENT OF CORRECTIONS, hereinafter referred to as "NDOC" 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, NDOC requires assistance in performing governmental services for correctional facilities located in COUNTY, consisting of medicolegal death investigations, which may include, but may not be limited to, a death / field investigation and/or a 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, a death / field investigation and/or a post-scene forensic investigative work consisting of internal and external examinations, autopsy, toxicology report, DNA, determinations as to the cause and manner of death, etc. 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 NDOC, 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 NDOC'S jurisdiction within the authority of the NDOC 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 NDOC, 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 NDOC 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 NDOC for the costs of those specialized tests and related studies. CCOCME will also invoice NDOC for any travel to NDOC (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 NDOC 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 NDOC 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 NDOC so that NDOC can make arrangements for pickup of the decedent and any associated property, at the sole cost and expense of NDOC 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 NDOC 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 NDOC, CCOCME will assist NDOC with coroner and medical examiner related services necessary for responding to mass fatalities occurring in NDOC'S jurisdiction.
7. That, when available, CCOCME will provide NDOC 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 NDOC 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 NDOC 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 NDOC 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.

NEVADA DEPARTMENT OF CORRECTIONS SHALL:

1. Contact CCOCME prior to delivery of a decedent who died in NDOC custody to ensure that CCOCME's workload and staff availability will allow CCOCME to perform the Services. NDOC shall 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 NDOC obtains subsequent case information, such as related reports, photographs, investigative information, etc., it shall forward such documentation to CCOCME as soon as practicable.
2. Understand and agree that subject to CCOCME workload and available staff at CCOCME, as solely determined by CCOCME, CCOCME will make its best effort to complete the autopsy and/or examination Services on a decedent within the same business day or close of business the next business day. NDOC understands and agrees that acceptance of work, performance of Services, and completion of the autopsy and/or examination or other Services, is within the discretion of CCOCME. NDOC understands and agrees that there may be times when CCOCME cannot perform some or any of the Services.

3. 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.
4. Notwithstanding any other provision in this Agreement, 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. Agree that this Agreement only pertains to death at the following NDOC facilities:
  - High Desert State Prison  
22010 Cold Creek Rd, Indian Springs
  - Southern Desert Correctional Center  
20825 Cold Creek Rd, Indian Springs
  - Three Lakes Valley Conservation Camp  
21055 Cold Creek Rd, Indian Springs
  - Ely State Prison  
4569 N. State Rt, 490, Ely NV
  - Casa Grande Transitional House  
3955 W. Russell Rd, Las Vegas
  - Jean Conservation Camp  
3 Prison Rd, Jean
  - Florence McClure Women's Correctional Center  
4370 Smiley Rd, N. Las Vegas
2. 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
3. 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.
4. 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.
5. 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 NDOC 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 NDOC :                      Attention: NEVADA DEPARTMENT OF CORRECTIONS  
   Kristina Shea, Deputy Director Support Services  
   5500 Snyder Ave, Bldg 17  
   Carson City, NV 89701  
   Ph: (775) 977-5007

## **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 NDOC under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to NDOC. NDOC shall not perform further work under this AGREEMENT as of the effective date of suspension. NDOC 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 NDOC 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 NDOC 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. NDOC 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 NDOC's jurisdiction, then NDOC will immediately be responsible for completing those Services. COUNTY will not be liable whatsoever for any Services performed prior to NDOC'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

NDOC:

BY:  \_\_\_\_\_  
KRISTINA SHEA  
Deputy Director – Support Services

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

APPROVED AS TO FORM:  
Steven Wolfson, District Attorney

BY: Jason Patchett  
Jason Patchett (Oct 31, 2023 09:25 PDT)  
\_\_\_\_\_  
JASON B. PATCHETT  
Deputy District Attorney