

INTERLOCAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS AGREEMENT is made by and between Esmeralda County on behalf of its Sheriff/Coroner (hereinafter "Organization") 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 Organization in consultation with WCRMEO.

Deaths occurring in Organization's jurisdiction which state law or Organization determines require a forensic autopsy, medical examination, or medicolegal consultation may be referred to WCRMEO. Organization shall notify WCRMEO and provide necessary records as soon as possible after Organization 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 state law, Washoe County Code, and WCRMEO policies.

WCRMEO shall complete a written report on all autopsy and medical examination cases conducted for Organization and will provide that report to Organization in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCRMEO for examination shall be returned to Organization through the funeral home that delivered them to WCRMEO. If otherwise requested by Organization, the legal next-of-kin, or other responsible entity, the body may be released into the custody of a different funeral home.

3. Compensation:

Organization 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 Organization, 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, subcontracted work, or transportation and storage of decedents.

4. Term:

This Agreement will retroactively commence on the 1st day of July, 2023, 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 five years from its effective date, unless terminated sooner pursuant to Section 6 of this agreement. 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. Upon termination of Agreement, all invoices for services rendered while the Agreement was in effect must be paid within 30 (thirty) days.

7. Records, Confidentiality, and Specimens:

- a. Records Distribution – When completed, examination documents generated by WCRMEO shall be delivered to Organization. Pursuant to Nevada public records law, records held by Washoe County may be considered public, and may be released publicly. Records will be disseminated consistent with the laws of the State of Nevada and policies of Washoe County. Records may be released physically or electronically, at the sole discretion of WCRMEO.
- b. Confidentiality – Pursuant to allowances afforded by applicable Nevada law, Washoe County Code, and the policies of WCRMEO, publicly available information regarding

cases may be released publicly by WCRMEO, when a valid public request is submitted to WCRMEO. This includes releasing information to family members, government agencies, funeral homes, media, researchers, etc.

- c. Specimens – Specimens retained by WCRMEO may be released to Organization (or designee) upon written request. Specimens will be retained, transferred, disseminated, or discarded by WCRMEO, pursuant to WCRMEO policies and procedures.

8. Tissue and Organ Referrals and Procurement

A goal of WCRMEO is to maximize the availability of organs and tissues for transplant, and enhance the quality, effectiveness, and integrity of the donation process. For all cases referred to WCRMEO, Organization authorizes WCRMEO to make any notifications and take any actions necessary to assist in facilitating organ and tissue donation with the partner agency of WCRMEO, including authorizing organ and tissue procurement whenever WCRMEO deems it appropriate. Organ and tissue referrals and donations will follow the policies and procedures of WCRMEO.

9. Reciprocal Indemnification:

Organization 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 Organization in connection with the services provided to Organization by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless Organization, 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 Organization 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.

10. 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.

11. Incorporation:

This Agreement and any 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.

12. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Justin Norton
WCRMEO
990 East Ninth Street
Reno, Nevada 89512
Phone: (775) 785-6114
jnorton@washoecounty.gov

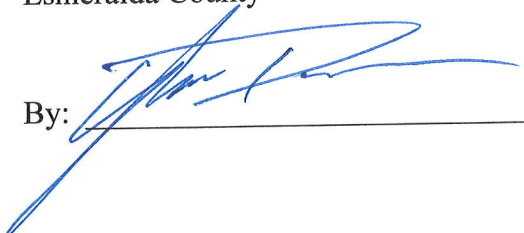
NICHOLAS C. DONDERO
ESMERALDA County Sheriff
233 CROOK ST.
GOLDFIELD, NV 89013
(775) 485-6370
NDONDERO@esmeralda County NV. Org

13. 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:

Esmeralda County

By:  _____

DATED: 8-30-23 _____

Washoe County

By: _____

Alexis, Chair
Washoe County Commission

DATED: _____

ATTEST:

By: _____

County Clerk
Washoe County