

**INTERLOCAL AGREEMENT  
FOR FORENSIC SERVICES**

This Agreement is made and entered into by and between the County of Washoe, a political subdivision of the State of Nevada on behalf of the Washoe County Medical Examiner and Coroner's Office ("Washoe County"), and the County of El Dorado ("El Dorado County").

**WITNESSETH:**

WHEREAS, the parties are public agencies as described in NRS Chapter 277 and NRS 277.180, etc. seg., and are empowered to enter into Agreements of mutual advantage, and

WHEREAS, the parties desire to have Washoe County provide forensic services for El Dorado County as provided in this Agreement, and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of both parties;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follows:

1. Services: A medical examiner of the Washoe County Medical Examiner and Coroner Office will perform the medical consultations, autopsies, or medical examinations deemed necessary by the El Dorado County Coroner in consultation with the Washoe County Medical Examiner and Coroner.

Traumatic or suspicious death cases occurring in El Dorado County which may require a forensic autopsy or medical examination should be referred to the Washoe County Medical Examiner and Coroner Office. This office should be notified as soon as possible after El Dorado County becomes aware that a case shall be referred to the Washoe County Medical Examiner and Coroner, and **before** the body is transported to the Washoe County facility.

Autopsies and medical examinations shall be conducted at the Washoe County Medical Examiner and Coroner Office in accordance with their policies, in order to establish a Cause of Death.

A written report on all autopsy and medical (external) examination cases conducted for El Dorado County will be completed in a timely manner and provided to the El Dorado County Coroner.

2. Compensation: El Dorado County shall pay (WCMECO) for services rendered at rates listed in "Attachment A". Invoices for services shall be issued by the Washoe County Medical Examiner and Coroner Office at the beginning of each month.

These rates shall include all microscopic studies deemed necessary by the Washoe County Medical Examiner. However, these rates do not include x-ray examinations, anthropology examinations, dental examinations, toxicology studies, other laboratory tests (i.e. metabolic tests, fluid chemistry studies, bacterial and viral cultures), subspecialty pathology examinations (i.e. neuropathology), transportation of decedents or legal consultation and testimony by the medical examiner in civil or criminal proceedings.

The total amount of this Agreement shall not exceed \$90,000.00.

3. Term: This Agreement will commence on the first day of July, 2007 and shall terminate on the thirtieth day of June, 2008. This Agreement may be renewed annually, at the discretion of the parties.
4. Termination: This Agreement may be terminated during its term by either party upon 30 days written notice, without cause or penalty.
5. Storage and Release of Bodies: For other agency referral cases, bodies are either returned to the other agency jurisdiction by the funeral home that brought them (usually the same day as the examination, or the next day), or if the family desires, are released to a local funeral home.
6. Records and Confidentiality:
  - a. Records Distribution – When completed, all original documents, i.e. record of death narrative, autopsy/medical examination report, toxicology and laboratory test results, will be delivered to the other agency (Sheriff/Coroner). Requests for copies from insurance companies, etc., are referred to the Other County Sheriff/Coroner or his designee. Rarely, our records are subpoenaed and are released in the same manner as Washoe County records. These shall include notes from our agency only. Police reports, medical records, and other agency notes are **NOT** included in releasable documents; a subpoena has to specify release of photos if those are desired.
  - b. Confidentiality – No information is released by the Washoe County Office on these cases. All callers are referred to the El Dorado County Sheriff/Coroner or his designee.



7. Reciprocal Indemnification: El Dorado County agrees to indemnify, defend and hold harmless Washoe County, 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 El Dorado County in connection with the services to be provided to El Dorado County by Washoe pursuant to this Agreement.

Washoe County agrees to indemnify, defend and hold harmless El Dorado County, 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 offices, employees, and agents of Washoe County in connection with the services to be provided by Washoe County to El Dorado County 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.

8. 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.
9. Assignment: Pursuant to NRS 332.095, no part of this Agreement may be assigned or amended without the consent of the parties.
10. Contract Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Kevin House, Lieutenant, Sheriff's Office, or successor.
11. Incorporation: This Agreement constitutes the complete and final Agreement of the parties.

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Kevin House Dated: 1-30-2008  
Kevin House  
Lieutenant  
Sheriff's Office

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Jeff Neves Dated: 2/1/08  
Jeff Neves  
Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"El Dorado County"

ATTEST:

Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Clerk

-- WASHOE COUNTY COMMISSION --

By: Robert M Larkin Date 3/4/08

Robert Larkin, Chairman  
Washoe County Commission

State of Nevada  
County of Washoe

Signed and affirmed before me on 03/04/08 by ROBERT M. LARKIN

Rita Lencioni  
(Signature of notarial officer)



**ATTACHMENT A**  
**(Interlocal Agreement for Forensic Services)**

**Fee Schedule**

**Postmortem Examinations**

|   |          |
|---|----------|
| Autopsy – Medical Examiner fee                                | \$800.00 |
| External (Medical) Exam – Medical Examiner Fee                | \$275.00 |
| Autopsy – Facility Use Fee                                    | \$550.00 |
| External (Medical) Exam – Facility Use Fee                    | \$275.00 |
| Toxicology  | \$125.00 |
| Phone consultation for case signout –<br>Medical Examiner Fee | \$150.00 |

Legal Consultation and Testimony by Medical Examiner (per District Attorney or other Attorney/Court)

Case preparation \$250.00/hour

- Records review
- Phone consultation/conference
- Research for case
- Report preparation (other than items provided in 6a)

Travel time \$250.00/hour

Wait time \$250.00/hour

Travel Expense Actual cost (per approval or arrangement by referring agency)

May include:

- Air fare
- Vehicle rental
- Mileage allowance per IRS rules
- Overnight lodging

Testimony (Court, Grand Jury, Deposition) \$375.00/hour