

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-789

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	<u>(909) 387-3760</u>
Contractor	County of Riverside, Office of the Sheriff-Coroner
Contractor Representative	Marcus Boydd, Captain-Coroner's Division
Telephone Number	<u>(951) 443-2300</u>
Contract Term	<u>08/20/2024 to 08/31/2029</u>
Original Contract Amount	<u>\$1,500,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$1,500,000</u>
Cost Center	<u>4430001000</u>
Grant Number (if applicable)	<u></u>

Briefly describe the general nature of the contract:

Approve Agreement with the County of Riverside, Office of the Sheriff-Coroner, for the provision of autopsy services in an annual amount of \$300,000, for a total aggregate amount not to exceed \$1,500,000, for a period of August 20, 2024 through August 31, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form
Grace B. Parsons
 Grace B. Parsons, Deputy County Counsel
 Date Aug 9, 2024

Reviewed for Contract Compliance

 Date _____

Reviewed/Approved by Department
Kelly Welty
 Kelly Welty (Aug 9, 2024 16:26 PDT)
 Kelly Welty, Chief Deputy Director of Sheriff's Administration
 Date Aug 9, 2024

AGREEMENT
FOR AUTOPSY SERVICES
BETWEEN THE COUNTY OF RIVERSIDE
AND SAN BERNARDINO COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside County Sheriff's Office Coroner's Bureau (hereinafter "Riverside"), and SAN BERNARDINO COUNTY, a political subdivision of the State of California (San Bernardino), on behalf of its Sheriff/Coroner/Public Administrator. Riverside and San Bernardino are collectively referred to herein as "Counties".

RECITALS

WHEREAS, Riverside and San Bernardino require the services of a Forensic Pathologist to perform the necessary medical services and provide findings for autopsies that include, but are not limited to, deputy-involved or in-custody deaths and other deaths as Riverside and San Bernardino deem necessary; and

WHEREAS, Riverside and San Bernardino both have the capacity to perform these necessary services.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM

1.1 Effective Dates. This Agreement shall be effective for a term of five years upon execution by both Counties' Boards of Supervisors through August 31, 2029.

1.2 Termination. Either party may terminate this Agreement upon 90 days' notice in writing to the other party.

2. SCOPE OF SERVICES

For autopsies requested by Riverside, San Bernardino agrees to:

- 2.1 Schedule all autopsies or external examinations requested by Riverside, as soon as possible, based on San Bernardino's workload and staffing demands.
- 2.2 Transcribe and provide all autopsy protocols within 90 days of determination of cause of death.
- 2.3 Provide a recommendation of Cause of Death (COD) and Manner of Death (MOD) within 90 days of completion of an autopsy or external examination unless further testing and/or additional information is required.
- 2.4 Purchase, as deemed necessary, all outside examinations and/or consultations for Toxicology, Histology, Neuropathology, Odontology, Radiology and DNA analysis.

- 2.5 If San Bernardino deems necessary but does not have access to outside examinations or consultations, such as neuropathology, Riverside shall accept the cause of death without the additional examinations or make an effort to facilitate any outside services.
- 2.6 Take all necessary x-rays and/or other radiological images or scans, and release the images to Riverside, upon request.
- 2.7 Provide its own photographer and forensic technician. Collect and retain all evidence and property collected at time of autopsy, pending the coordination of release to Riverside's personnel.
- 2.8 Take all necessary forensic photographs and release the images to Riverside, upon request.
- 2.9 At completion of autopsy, or completion of outside examinations outlined in 2.4, retain all tissue and bodily fluid samples taken during autopsy. Samples are to be retained by San Bernardino until COD has been determined. Upon determination of COD, Riverside shall arrange to have all tissue and bodily fluid samples transferred to Riverside.
- 2.10 Provide court testimony, to include depositions, in the event San Bernardino's Chief Forensic Pathologist or Forensic Pathologist is called to testify regarding autopsy findings.
- 2.11 Receive from Riverside its determinations regarding the approving or declining of organ and/or tissues donation, honor the same wherever possible, and provide Riverside with documentation of any organ and/or tissue donation.
- 2.12 Immediately notify Riverside of any requests received under the California Public Records Act that seek records related to a Riverside deputy-involved or in-custody death, and coordinate with Riverside regarding any release of such records. This may include providing Riverside with an opportunity to assist with redacting records and/or to review the records prior to their release.

Riverside agrees to:

- 2.13 Provide San Bernardino, in a timely manner, with the known circumstances surrounding or related to the death of the remains to be autopsied, to include but not be limited to, those listed in Government Code, section 27522, subdivision (g): records of medical history/intervention, any police reports, crime scene or other information, videos, or laboratory tests that are in possession of law enforcement, prior to the completion of the investigation of death.
- 2.14 Coordinate and furnish transportation of remains to and from the San Bernardino Coroner Facility.
- 2.15 Collect the receipt of and retain all evidence and property collected at time of autopsy.
- 2.16 Arrange to pick up all tissue and bodily fluid samples from San Bernardino upon determination of cause of death.

For autopsies requested by San Bernardino, Riverside agrees to:

- 2.17 Schedule all autopsies or external examinations requested by San Bernardino, as soon as possible, based on Riverside's workload and staffing demands.

- 2.18 Transcribe and provide all autopsy protocols within 90 days of determination of cause of death.
- 2.19 Provide a recommendation of COD and MOD within 90 days of completion of an autopsy or external examination unless further testing and/or additional information is required.
- 2.20 Purchase, as deemed necessary, all outside examinations and/or consultations for Toxicology, Histology, Neuropathology, Odontology, Radiology and DNA analysis.
- 2.21 If Riverside deems necessary but does not have access to outside examinations or consultations, such as neuropathology, San Bernardino shall accept the cause of death without the additional examinations or make an effort to facilitate any outside services.
- 2.22 Take all necessary x-rays and/or other radiological images or scans, and release the images to San Bernardino, upon request.
- 2.23 Provide its own photographer and forensic technician. Collect and retain all evidence and property collected at time of autopsy, pending the coordination of release to San Bernardino's personnel.
- 2.24 Take all necessary forensic photographs and release the images to Riverside, upon request.
- 2.25 At completion of autopsy, or completion of outside examinations outlined in 2.19, retain all tissue and bodily fluid samples taken during autopsy. Samples are to be retained by Riverside until COD has been determined. Upon determination of COD, San Bernardino shall arrange to have all tissue and bodily fluid samples transferred to San Bernardino.
- 2.26 Provide court testimony, to include depositions, in the event Riverside's Chief Forensic Pathologist or Forensic Pathologist is called to testify regarding autopsy findings.
- 2.27 Receive from San Bernardino its determinations regarding approving or declining of organ and/or tissues donation, honor the same request wherever possible, and provide San Bernardino with documentation of any organ and/or tissue donation.
- 2.28 Immediately notify San Bernardino of any requests received under the California Public Records Act that seek records related to a San Bernardino deputy-involved or in-custody death, and coordinate with San Bernardino regarding any release of such records. This may include providing San Bernardino with an opportunity to assist with redacting records and/or to review the records prior to their release.

San Bernardino agrees to:

- 2.29 Provide Riverside, in a timely manner, with the known circumstances surrounding or related to the death of the remains to be autopsied, to include, but not be limited to, those listed in Government Code, section 27522, subdivision (g): records of medical history/intervention, any police reports, crime scene or other information, videos, or laboratory tests that are in possession of law enforcement, prior to the completion of the investigation of death.
- 2.30 Coordinate and furnish transportation of remains to and from Riverside's Coroner Facility.
- 2.31 Collect the receipt of and retain all evidence and property collected at time of autopsy.

- 2.32 Arrange to pick up all tissue and bodily fluid samples from Riverside upon determination of cause of death.

3. SUPERVISION

Supervision over the rendition of services that the Counties have agreed to perform under this Agreement, and other matters incident to the performance of said services and the control of personnel so employed, shall remain with the Counties' respective Coroner's offices. The Counties' Sheriff/Coroner/Public Administrators, or their designated representatives, will meet and confer on questions related to the provision of services.

4. COMPENSATION

- 4.1 Payment Basis. Riverside and San Bernardino shall reimburse each other for the cost of rendering services hereunder at mutually agreed upon rates, as listed in SCHEDULE A, that shall include all items of cost and expense for providing services hereunder. As agreed to in Sections 2.10 and 20.26, expert court testimony, as may be provided by the corresponding County Chief Forensic Pathologist or a Forensic Pathologist, shall be reimbursed to the other County at hourly rates established by the their corresponding County Board of Supervisors. In addition, the Counties shall be reimbursed for the actual cost incurred for all outside examinations and consultations as specified in Section 2.4 and 2.20, including any assistance that may be provided during these examinations by personnel. Total consideration paid under this Agreement shall not exceed \$300,000 per fiscal year.
- 4.2 Establishment of Costs. The rates to be charged to each County shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost for each County for providing services hereunder. Each County shall be notified by the other, of any change in the rates to be charged prior to submittal of the proposed change to their corresponding County Board of Supervisors for adoption, and each County shall be given the opportunity to review the proposed change. Each County shall, thereafter, be notified of adoption by the other of the rates to be charged.
- 4.3 Payment of Costs. The Counties, through their corresponding Sheriff/Coroner/Public Administrator, shall provide an itemized statement of the costs for services rendered and being charged within 30 days of the conclusion of each calendar month for said month. Each County shall remit payment to the invoicing department within 60 days after receipt of such statement.

5. INDEMNIFICATION AND HOLD HARMLESS

- 5.1 Indemnification by Riverside. Riverside shall indemnify and hold San Bernardino, its officers, agents, employees, volunteers and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Riverside, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for

property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on San Bernardino by the provisions of Government Code section 895.2 or other applicable law, and Riverside shall defend at its expense, including attorney's fees, San Bernardino, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. Riverside shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of San Bernardino, provided that any such adjustment, settlement, or compromise does not limit Riverside's indemnification to San Bernardino.

5.2 Indemnification by San Bernardino. San Bernardino shall indemnify and hold Riverside, its officers, agents, employees, volunteers and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of San Bernardino, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on Riverside by the provisions of Government Code section 895.2 or other applicable law, and San Bernardino shall defend at its expense, including attorney's fees, Riverside, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. San Bernardino shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Riverside, provided that any such adjustment, settlement, or compromise does not limit San Bernardino's indemnification to Riverside.

5.3 Comparative Fault. In the event that Riverside or San Bernardino is determined to be comparatively at fault for any claim, action, loss, or damage that results from its respective obligations under this Agreement, Riverside or San Bernardino shall indemnify the other to the extent of its comparative fault.

5.4 The Counties shall promptly notify each other of any claims or demands that arise for which indemnification is sought.

6. INSURANCE

It is understood and agreed by the Counties that each shall maintain programs of self-insurance and insurance that are usual and customary for their operations.

7. CONFIDENTIALITY

Riverside and San Bernardino shall observe all Federal, State, and local regulations concerning confidentiality of records.

No news releases, advertisements, public announcements, or photographs arising out of

this Agreement may be made or used without prior written approval of each County.

8. ADMINISTRATION

The Riverside County Sheriff/Coroner/Public Administrator, or designee, shall administer this Agreement on behalf of Riverside, and the San Bernardino County Sheriff/Coroner/Public Administrator, or designee, shall administer this Agreement on behalf of San Bernardino.

9. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by both parties.

10. NOTICES

Any notices required or desired to be served to either party upon the other shall be addressed to the respective parties set forth below:

Riverside

Chad Bianco, Sheriff-Coroner
Riverside County Sheriff's Dept.
Post Office Box 512
Riverside, California 92502

San Bernardino

Shannon D. Dicus, Sheriff/Coroner
San Bernardino County Sheriff's Dept.
Bureau of Administration-Contracts
655 East Third Street
San Bernardino, California 92415-0061

or to such other addresses as from time to time may be designated by the respective parties.
An informational copy of any notice to Riverside shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

12. STANDARD OF CARE

In performing the services required by this Agreement, Riverside and San Bernardino agree to use that degree of care and skill ordinarily exercised under similar circumstances required by this Agreement.

13. JURISDICTION AND VENUE

The parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration, the parties shall first submit the dispute through a mutually acceptable professional mediator in San Bernardino County. Each party shall bear its own expenses and costs associated with the mediation. The cost of the mediator shall be shared equally by the parties.

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to San Bernardino County.

14. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto to be as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and it supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

This Agreement, and if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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IN WITNESS WHEREOF, San Bernardino County, by minute order or resolution duly adopted by its Board of Supervisors, has caused this Agreement to be signed by its Chair and sealed and attested by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this agreement to be subscribed by the Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

SAN BERNARDINO COUNTY

Dated: AUG 20 2024

By: *Dawn Rowe*
Dawn Rowe, Chair
San Bernardino County Board of Supervisors

ATTEST:

Signed and certified that a copy of this Document has been delivered to the CHAIR OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By: _____



Deputy

COUNTY OF RIVERSIDE

Dated: 6/25/2024

By: *Chuck Washington*
Chuck Washington, Chair of the Board
Riverside County Board of Supervisors

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: _____

Kimberly A. Rector
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: _____

Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

SCHEDULE A

The San Bernardino County Sheriff/Coroner/Public Administrator has approved the following rates which shall apply to this Agreement:

Forensic Examination Rate: \$8,204.16 per case.

Court Testimony:

Title	July 1, 2024	July 1, 2025	July 1, 2026
Autopsy Assistant	\$ 48.31 per hour	\$ 50.22 per hour	\$ 52.00 per hour
Forensic Pathologist	\$192.06 per hour	\$198.60 per hour	\$206.35 per hour
Chief Forensic Pathologist	\$234.14 per hour	\$241.16 per hour	\$248.40 per hour
Mileage	Current Federal Rate	Current Federal Rate	Current Federal Rate
Other Costs as Listed in The MOU	Actual Cost	Actual Cost	Actual Cost

The Riverside County Sheriff/Coroner/Public Administrator has approved the following rates which shall apply to this Agreement:

Forensic Examination Rate: \$8,204.16 per case

Court Testimony:

Title	July 1, 2024	July 1, 2025	July 1, 2026
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Chief Forensic Pathologist	\$234.14 per hour	\$241.16 per hour	\$248.40 per hour
Mileage	Current Federal Rate	Current Federal Rate	Current Federal Rate
Other Costs as Listed in The MOU	Actual Cost	Actual Cost	Actual Cost