

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

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

WITNESSETH:

WHEREAS, San Bernardino requires the services of a Forensic Pathologist to perform the necessary medical services and provide findings for conflict autopsies such as Deputy-involved or in-Sheriff's-custody deaths and other deaths as San Bernardino deems necessary; and,

WHEREAS, Riverside, through its Coroner's Bureau, is willing to provide these services at either the Coroner's Facility in Perris or Indio, California,

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM

- 1.1 Effective Dates. This Agreement shall be effective from July 1, 2020 through June 30, 2025.
- 1.2 Termination. Either party may terminate this Agreement without cause, upon 90 days notice in writing to the non-terminating party.

2. SCOPE OF SERVICE

Riverside agrees to:

- 2.1 Schedule all autopsies or external examinations requested by San Bernardino, as soon as possible, based on Riverside's workload and staffing demands.
- 2.2 Transcribe autopsy protocol within 6 months of completion of autopsy.
- 2.3 Provide cause of death (COD) with time interval, upon completion of autopsy or external examination, unless further testing is required.
- 2.4 Purchase, as it deems necessary, all outside examinations and consultations for Toxicology, Histology, Neuropathology, Odontology, Radiology and DNA analysis.
- 2.5 If Riverside deems necessary, but does not have access to outside examinations or consultations, such as neuropathology, San Bernardino shall except the cause of death without the additional examinations or make an effort to facilitate services.

- 2.6 Provide signed autopsy protocol within six months or less, unless agreed upon by all parties.
- 2.7 Take all necessary x-rays and release all x-rays upon San Bernardino's request.
- 2.8 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 Riverside until cause of death has been determined. Upon determination of cause of death, San Bernardino shall arrange to have all tissue and bodily fluid samples returned to San Bernardino.
- 2.9 Provide criminal and civil court preparation with legal counsel, and deposition and courtroom testimony, in the event the Riverside County Chief Forensic Pathologist or Forensic Pathologist is contacted, notified, or subpoenaed by legal counsel to testify regarding autopsy findings.

San Bernardino agrees to:

- 2.10 Provide Riverside, in a timely manner, all pertinent and known information regarding the death related to the remains to be autopsied, including records of medical history/intervention.
- 2.11 Coordinate and furnish transportation of remains to and from Riverside's Coroner Facilities.
- 2.12 Collect and retain all evidence and property, and provide its own photographer and forensic technician.
- 2.13 Arrange to pick up all tissue and bodily fluid samples upon determination of cause of death.
- 2.14 Make the determination regarding approving or declining organ and/or tissue donation and provide Riverside with documentation of any organ and/or tissue donation.

3. SUPERVISION

Supervision over the rendition of services that Riverside has 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 Riverside. The Riverside Sheriff or a designated representative will meet and confer with San Bernardino representatives on questions related to the provision of services.

4. COMPENSATION

4.1 Payment Basis. San Bernardino shall reimburse Riverside the cost of rendering services hereunder at rates established by the Riverside County Board of Supervisors, which rates shall include all items of cost and expense to San Bernardino for providing the services hereunder. As agreed to in Section 2.9, expert court testimony, as may be provided by the Riverside County Chief Forensic Pathologist or a Forensic Pathologist, shall be reimbursed to Riverside at hourly rates established by the Riverside County Board of Supervisors and mileage at the federal rate that are in effect at the time of the service being provided. In addition, Riverside shall be reimbursed for the actual cost

incurred for all outside examinations and consultations as specified in Section 2.4, including any assistance that may be provided during these examinations by Riverside personnel. Total aggregate consideration paid by San Bernardino under this Agreement shall not exceed \$150,000 annually.

- 4.2 Establishment of Costs. The rates to be charged to San Bernardino shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to Riverside for providing services hereunder. San Bernardino shall be notified of any change in the rates to be charged prior to submittal of the proposed change to the Riverside County Board of Supervisors for adoption, and San Bernardino shall be given the opportunity to review the proposed change with Riverside personnel. San Bernardino shall, thereafter, be notified of adoption by Riverside of the rates to be charged and said new rates shall supersede the then-current rates set forth on Schedule A hereto.
- 4.3 Payment of Costs. Riverside, through its Sheriff's Department, shall provide to San Bernardino within 30 days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. San Bernardino shall remit payment to the invoicing department within 60 days after receipt of such statement.

5. INDEMNIFICATION AND HOLD HARMLESS

- 5.1 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 California Government Code Section 895.2 or other applicable law, and San Bernardino shall defend at its expense, including attorney fees, Riverside, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.
- 5.2 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 California Government Code Section 895.2 or other applicable law, and Riverside shall defend at its expense, including attorney 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.

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

6. INSURANCE

It is understood and agreed by all parties to this Agreement that each shall maintain programs of self-insurance and insurance that are usual and customary for their operations.

7. CONFIDENTIALITY

Riverside 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 or Riverside's relationship with San Bernardino may be made or used without prior written approval of San Bernardino.

8. ADMINISTRATION

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

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 which 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
Sheriff/Coroner/Public Administrator
Riverside County Sheriff's Dept.
Post Office Box 512
Riverside, California 92502

San Bernardino
John McMahan
Sheriff/Coroner/Public Administrator
San Bernardino County Sheriff's Dept.
Bureau of Administration-Contracts
655 East Third Street
San Bernardino, California 92415

or to such other addresses as from time to time may be designated by the respective parties.

An information 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 agrees to use that degree of care and skill ordinarily exercised under similar circumstances required by this Agreement.

13. JURISDICTION AND VENUE

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 Riverside County.

14. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto 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 supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

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IN WITNESS WHEREOF, County of San Bernardino, 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.

COUNTY OF SAN BERNARDINO

Dated: _____

By: _____

Curt Hagman, Chairman
San Bernardino County Board of Supervisors

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

Approved as to legal form:
Michelle D. Blakemore
SAN BERNARDINO COUNTY COUNSEL

By: _____
Deputy

By: _____
Richard D. Luczak, Deputy County Counsel

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Manuel Perez, Chairman of the Board
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: _____
Deputy

By: _____
Susanna Oh
Deputy County Counsel

SCHEDULE A

The Riverside County Board of Supervisors has approved the following rates which shall apply to this contract:

Forensic Examination Rate:	\$6,244.00
<u>Court Testimony:</u>	
Chief Forensic Pathologist:	\$234.14/per hour as of July 1, 2020
Forensic Pathologist	\$192.09/per hour as of July 1, 2020
Mileage	Current Federal Rate
Other costs as listed in Contract:	Actual cost