

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

August 20, 2024

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Agreement with the County of Riverside, Office of the Sheriff-Coroner, to provide Autopsy Services

RECOMMENDATION(S)

1. Terminate Agreement No. 20-972 with the County of Riverside, Office of the Sheriff-Coroner, for the provision of autopsy services, in an annual amount of \$150,000, for a total aggregate amount not to exceed \$750,000, for the period of July 1, 2020 through June 30, 2025.
2. Approve new **Agreement No. 24-789** with the County of Riverside, Office of the Sheriff-Coroner, including non-standard terms, 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 the period of August 20, 2024 through August 31, 2029.

(Presenter: Kelly Welty, Chief Deputy Director, 387-3760)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The cost per forensic examination of \$8,204, for an estimated total annual cost of \$300,000, will be funded within the Sheriff/Coroner/Public Administrator's (Department) existing budget allocation. Additional costs may be charged if additional services are provided. Sufficient appropriation is included in the Department's 2024-25 budget (4430001000) and will be included in future recommended budgets.

BACKGROUND INFORMATION

Since 2005, the department has contracted with the County of Riverside, Office of the Sheriff-Coroner (Riverside) for autopsy services to remove any perceived conflict of interest for autopsies performed as a result of Department lethal force encounters and in-custody deaths. The most recent agreement (Agreement No. 20-972) was approved by the Board of Supervisors (Board) on October 6, 2020 (Item No. 42) for the period of July 1, 2020 through June 30, 2025.

Upon approval from the Board, Agreement No. 20-972 will be terminated and the new Agreement will be in place to include autopsies in cases resulting from lethal force encounters and in-custody deaths, and add other types of autopsies as deemed necessary by the Department. The Agreement will also allow forensic examination services by the Department's

**Agreement with the County of Riverside, Office of the Sheriff-Coroner,
to provide Autopsy Services
August 20, 2024**

Coroner Division to Riverside when requested, at the same rates as specified in the Agreement's Schedule A.

The Agreement includes non-standard terms and conditions that differ from the County's standard contract language, as follows:

1. The County and Riverside mutually indemnify and agree to defend each other for claims arising out of the contract, based on comparative fault.
 - The County standard contract does not include any indemnification or defense by the County of a contractor in accordance with County Policies 11-05 and 11-07.
 - Potential Impact: By agreeing to indemnify Riverside, the County could be responsible to defend and reimburse Riverside for costs, expenses, and damages arising from the contract. Because this is mutual indemnification, however, Riverside is also agreeing to defend and indemnify the County for costs, expenses, and damages arising from the contract. The Agreement will require both counties to indemnify each other based on comparative fault.
2. Both counties are self-insured public entities for the purposes of Professional, General, and Automobile Liability, and Worker's Compensation insurance, with adequate coverage or resources.
 - The County standard contract language requires contractors to carry appropriate insurance or self-insurance at limits and under conditions determined by the County's Risk Management Department, as required pursuant to County Policies 11-05, 11-07, and 11-07SP.
 - Potential Impact: Liabilities or claims arising from this Agreement would be covered by each entity's insurance coverage.

While these are notable exceptions to the County's standard contract language, the Department recommends approval of this Agreement to remove conflict of interest in specific autopsies, to pursue County goals and objectives by working with other agencies, and to provide for the safety, health, and social service needs of county residents. County Counsel and the Risk Management Department have reviewed and provided input to the proposed Agreement.

PROCUREMENT

The Riverside Coroner has specialized experience in autopsies involving lethal force encounters, in-custody deaths, and other deaths. Approval of this item provides for a new five-year agreement with Riverside for the continuation of autopsy services. The Agreement allows for termination by either party with a 90-day advance written notice. The Purchasing Department concurs with the non-competitive justification.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Grace B. Parsons, Deputy County Counsel, 387-5455) on July 23, 2024; Purchasing (Jason Cloninger, Lead Buyer, 387-0321) on July 22, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst, 396-9008) on July 22, 2024; Finance (Erika Rodarte, Administrative Analyst, 387-4919) on July 29, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on August 1, 2024.

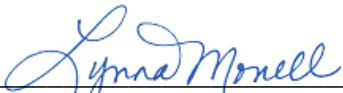
**Agreement with the County of Riverside, Office of the Sheriff-Coroner,
to provide Autopsy Services
August 20, 2024**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: August 20, 2024



cc: Sheriff/Coroner - Welty w/agree
Contractor - c/o Sheriff/Coroner w/agree
File - w/agree
MBA 08/23/2024