

548



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
10/15/10

SUBJECT: Approval of a Multi-Year Agreement for the Sheriff's
Provision of Autopsy Services to San Bernardino County

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize the
Chairman to execute a multi-year Agreement for autopsy services with San Bernardino County.

BACKGROUND: The San Bernardino County Sheriff's Department requires that an outside
agency perform all autopsies for officer-involved or in-custody deaths. The Riverside County
Sheriff's Department has been providing this service to the County since the San Bernardino
County Coroner's Office was consolidated with the County's Sheriff's Department in January 2005,
and under contract since February 1, 2006 (4/11/06 3.22). The contract expired on June 30, 2010.
(Continued on Page 2)

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2010-11

SOURCE OF FUNDS: Contract Revenue BR 11-042	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE
BY:
Robert Tremaine
County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried, IT
WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 2, 2010
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

3.39

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 10/15/10
Departmental Concurrence

Dept Recomm.:
Per Exec. Ofc.:

The two Sheriff's Departments have negotiated a contract to continue the provision of these specific autopsy services through June 30, 2015. San Bernardino County has set a limit of \$225,000 in expenditures for the life of this Agreement. All expenses associated with this Agreement will be recovered through the Board-approved rates for conducting autopsies and the hourly cost for a Forensic Pathologist if the Pathologist is called upon to provide court testimony in a case related to the services provided in this Agreement. County Counsel has approved the Agreement as to form.

ORIGINAL
1 of 3

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 (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,

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, 2010 through June 30, 2015.

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

2. SCOPE OF SERVICE

Riverside agrees to:

2.1 Schedule all autopsies 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), upon completion of autopsy, unless further testing is required.

2.4 Purchase, as it deems necessary, all outside examinations and consultations for Toxicology and Histology, Neuropathology, Odontology, Radiology and DNA analysis.

2.5 Provide signed autopsy protocol within six months or less, unless agreed upon by all parties.

2.6 Take all necessary x-rays, and release all x-rays upon San Bernardino's request.

2.7 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 indefinitely, or disposed of upon approval of San Bernardino.

2.8 Provide court testimony in the event a Riverside County Forensic Pathologist is subpoenaed to testify regarding autopsy findings.

San Bernardino agrees to:

2.9 Provide Riverside, in a timely manner, with circumstances as known surrounding the death of the remains to be autopsied, to include records of medical history/intervention.

2.10 Coordinate and furnish transportation of remains to and from the Riverside's Coroner Facilities.

2.11 Collect and retain all evidence and property, and provide its own photographer and forensic technician.

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 the San Bernardino Sheriff-Coroner for providing the services hereunder. 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. As agreed to in Section 2.8, in the event a Riverside County Forensic Pathologist is called upon to provide court testimony in a case related to services provided in this agreement, Riverside shall be reimbursed for the hourly salary paid during the time the employee travels to and from court and the time the employee is required to remain at the court pursuant to the summons. Total consideration paid under this Contract shall not exceed \$225,000.

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 rates for FY 2009-10 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 30 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 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 by either party upon the other shall be addressed to the respective parties as set forth below:

Riverside
Stanley L. Sniff Jr., Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

San Bernardino
Rod Hoops, Sheriff-Coroner
San Bernardino County Sheriff's Dept.
Bureau of Administration
P.O. Box 569
San Bernardino, California 92402-0569

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

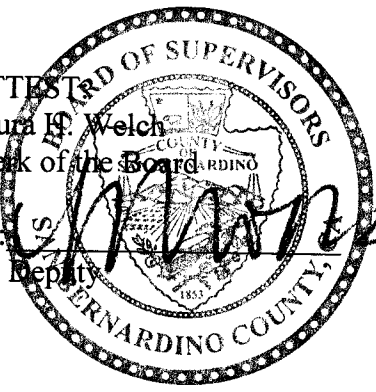
This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral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

Dated: AUG 10 2010

COUNTY OF SAN BERNARDINO
By: *Gary C. Ovitt*
Gary C. Ovitt, Chair
San Bernardino County Board of Supervisors

ATTEST:
Laura K. Welch
Clerk of the Board
By: *Laura K. Welch*
Deputy


COUNTY OF RIVERSIDE
By: *Marion Ashley*
Marion Ashley, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE *11/02/10*
NEAL R. KIPNIS



SCHEDULE A

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

Autopsy Rate:	\$2,045 per autopsy
Histology Fee:	\$250