

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



ITEM: 3.58
(ID # 25065)

MEETING DATE:
Tuesday, June 25, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Agreement for Autopsy Services Between the County of Riverside and San Bernardino County and Authorize the Sheriff, or Designee, to Execute the Agreement on Behalf of the County for Five (5) Years. All Districts; [Total Five-Year Aggregate cost \$875,000; up to \$87,500 in Additional Compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for Autopsy Services between the County of Riverside and San Bernardino County (Agreement) for the term of five (5) years commencing upon execution by both Counties' Board of Supervisors;
2. Authorize the Sheriff, or designee, to execute the Agreement on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement that stay within the intent of the Agreement, including modification of the scope of service, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement.

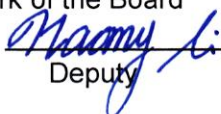
ACTION:


David Lelevier, Assistant Sheriff 6/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 175,000	\$ 175,000	\$ 962,500	\$ 0
NET COUNTY COST	\$ 175,000	\$ 175,000	\$ 962,500	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Funds			Budget Adjustment:	No
			For Fiscal Year:	23/24-28/29

C.E.O. RECOMMENDATION: Approve

BR# 24-094

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) and San Bernardino County Sheriff's Department each desire that an outside agency perform all forensic examinations – to include autopsies and external examinations – for deputy-involved and in-custody deaths. RSO has been providing these services to the San Bernardino County Coroner's Office since it was consolidated with the County's Sheriff's Department in January 2005, and under contract since February 1, 2006.

Utilizing an outside agency to perform forensic examinations will provide a separation from the agency of custody and/or involvement in the determination of the recommended cause of death. This Agreement will provide additional thoroughness and further impartiality in death investigations of those who die in custodial care or when the death involves members of the Sheriff's Office.

The two Sheriff's Offices have drafted an Agreement to establish the provision of these specific autopsy services through June 30, 2029. Each agency will invoice the other for the actual number of cases per Schedule A in the Agreement.

Impact on Residents and Businesses

The use of an independent agency to conduct autopsy services for officer-involved shootings and in-custody deaths is integral to remove any actual or perceived conflict of interest.

County Counsel has approved the Agreement as to legal form.

ATTACHMENTS:

Four (4) copies of the Agreement for Autopsy Services

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

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst

6/14/2024

Michelle Paradise

Michelle Paradise, ACEO

6/15/2024

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

6/4/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

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.

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- 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.
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- 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.

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: _____

By: _____

Dawn Rowe, Chair
San Bernardino County Board of Supervisors

ATTEST:

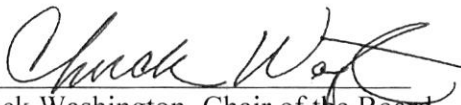
Signed and certified that a copy of this Document has been delivered to the CHAIR OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By: _____

Deputy

COUNTY OF RIVERSIDE

Dated: 6/25/2024

By: 

Chuck Washington, Chair of the Board
Riverside County Board of Supervisors


ATTEST:

Kimberly A. Rector
Clerk of the Board

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By:  _____
Deputy

By:  _____
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:

<u>Title</u>	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>
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

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

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, Deputy County Counsel
 Date Aug 9, 2024

Reviewed for Contract Compliance

 Date _____

Reviewed/Approved by Department

 Kelly Welty (Aug 9, 2024 10:26 PDT)
 Kelly Welty, Chief Deputy Director of Sheriff's Administration
 Date Aug 9, 2024

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FOR AUTOPSY SERVICES
BETWEEN THE COUNTY OF RIVERSIDE
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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

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- 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.
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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



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: *Nanny Li*
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

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Other Costs as Listed in The MOU	Actual Cost	Actual Cost	Actual Cost

**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 *Lynna Monell*
DATED: August 20, 2024



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