

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



ITEM: 3.34
(ID # 28192)

MEETING DATE:
Tuesday, July 01, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve Amendment No. 2 to the Professional Services Agreement with Darryl Garber, M.D. and Amendment No. 3 to the Professional Services Agreement with Scott Luzi, M.D. for Forensic Pathologist Services without seeking competitive bids, to extend the contract period for one (1) additional year through June 30, 2026, and increase the annual Agreement amounts from \$200,000 to \$360,000 each plus up to \$36,000 each in as-needed additional compensation. All Districts. [Total Cost up to \$720,000 plus up to \$72,000 in as-needed additional compensation 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 2 to the Professional Services Agreement with Darryl Garber, M.D. for Forensic Pathologist Services without seeking competitive bids, to extend the contract period for one (1) additional year through June 30, 2026, and increase the annual Agreement amount from \$200,000 to \$360,000;
2. Approve Amendment No. 3 to the Professional Services Agreement with Scott Luzi, M.D. for Forensic Pathologist Services without seeking competitive bids, to extend the contract period for one (1) additional year through June 30, 2026, and increase the annual Agreement amount from \$200,000 to \$360,000;

Continued on Page 2

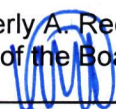
ACTION:


Donald Sharp, Undersheriff 6/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 1, 2025
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the agreements, including modifications of the statement of work, and (b) sign amendments to the compensation provisions that does not exceed \$36,000 for each contractor in as-needed additional compensation;
4. Authorize the Chair of the Board to sign three (3) copies of each amendment and direct the Clerk to retain one copy each and return two copies of each amendment to the Sheriff's Office for distribution; and
5. Authorize the Purchasing Agent, or designee, to issue Purchase Orders for goods and/or services that do not exceed the total Board approved amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 720,000	\$ 0	\$ 720,000	\$ 0
NET COUNTY COST	\$ 720,000	\$ 0	\$ 720,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BR# 26-006

BACKGROUND:

Prev. Agn. Ref.: 08/17/21 3.39; 06/23/20 3.23; 04/28/15 3.32; 09/11/12 3.41; 07/21/09 3.76

Summary

The Sheriff-Coroner's Bureau proudly serves Riverside County, a vibrant region with over 2.4 million residents as of 2020, enjoying an impressive annual growth rate of 11%. Covering an expansive 7,400 square miles—an area comparable to the size of New Jersey—the bureau faces significant challenges in staffing its vital services.

As of April 2025, the Bureau is equipped with a dedicated chief forensic pathologist and one full-time forensic pathologist. In addition, it collaborates with eleven contract forensic pathologists; however, their availability is often limited, with some offering their expertise just once a month due to commitments in other counties.

The search for qualified forensic pathologists continues to be a struggle, resulting in prolonged recruitment efforts that have spanned several years. This situation mirrors a nationwide crisis, as the United States grapples with a severe shortage of experienced forensic pathologists,

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making the recruitment of top talent a daunting task. The urgency of this issue not only highlights the importance of these professionals but also underscores the Bureau's commitment to serving the community with excellence and reliability.

This is a difficult to recruit position, and the four full-time staff positions have been vacant for one to two years. This not only increases the workload for the remaining forensic pathologists, it displays the critical need for contract doctors. In 2023, 3,036 forensic examinations were performed (1,497 autopsies and 1,539 external autopsies). In 2024 those numbers continued to hold steady with 2,972 forensic examinations performed (1,711 autopsies and 1,261 external examinations). The ongoing complexities of modern death investigations, exacerbated by crises such as the COVID-19 pandemic and the fentanyl epidemic, highlight the vital role forensic pathologists play in determining the cause of death.

Due to the number of autopsies and external examinations that the Coroner's Bureau performs annually, it must retain qualified physicians on contract to meet the increasing demand. The National Association of Medical Examiners (NAME) limits a single doctor to three (3) autopsies per day, counting two (2) external examinations as one (1) autopsy. The Coroner's Bureau performs on average nine (9) autopsies per day in a 353-day work year. The 353-day work year accounts for holidays, but not for vacations or sick leave. Further, each full-time forensic pathologist is required to have forty hours a year of certified medical examiner training. This results in the Bureau working with one less forensic pathologist for a total of eight weeks each year. Each forensic pathologist takes one day per week to complete autopsy protocols, and at least one is testifying in court nearly every weekday. A single forensic pathologist reports to the Coroner's Bureau in Indio, regardless of how many autopsies are pending.

Impact on Residents and Businesses

The Sheriff-Coroner's Bureau is seeking board-certified forensic pathologists to work on a case-by-case basis to support its full-time pathologist team. This arrangement aims to prevent delays in the return of remains to families and the reporting of autopsy findings in criminal cases.

Contract History and Price Reasonableness

On July 21, 2009 (M.O. 3.76) the Board of Supervisors approved contracts for the proposed forensic pathologists for three years through June 30, 2012 for an annual amount of \$150,000.

On September 11, 2012 (M.O. 3.41) the Board of Supervisors approved extension of the contracts for three years through June 30, 2015 with no change to the annual maximum contract amount.

On April 28, 2015 (M.O. 3.32) the Board of Supervisors approved extension of the contracts for an additional five years through June 30, 2020 with no change to the annual maximum contract amount.

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On June 23, 2020 (M.O. 3.23) the Board of Supervisors approved extension of the contracts for an additional five years through June 30, 2025 with an increase in the annual maximum contract amount to \$200,000.

In January 2024, the Purchasing Department on behalf of the Sheriff-Coroner's Bureau began releasing a Request for Qualifications (RFQu) each year for new Forensic Pathologists.

The Sheriff-Coroner's Office is requesting to extend current contracts with forensic pathologists who have already completed the qualification and background check process. We propose increasing the annual maximum contract amounts from \$200,000 to \$360,000 for one (1) additional year. In that time, the Coroner's Bureau will come back to the Board with one consolidated list of pre-qualified forensic pathologists showing the total anticipated spend over the next five years.

From 2009 to 2020, the annual maximum salary stood at \$150,000, with the pay range for a full-time Forensic Pathologist IV position falling between \$162,846 and \$207,073. As we moved into 2020 through 2025, the annual maximum salary was elevated to \$200,000, expanding the pay range for a full-time Forensic Pathologist IV to span from \$154,262 to \$249,445. Currently, the pay range for this position is set between \$215,004 and \$307,564, without benefits. It is important to note that contracting pathologists will be engaged only when necessary, without any guarantee of a total annual amount.

As Riverside County continues to experience robust population growth, the annual number of deaths is also on the rise, driving the demand for our dedicated forensic pathologists to new heights. With this increasing workload, the Coroner's Bureau is seeking an annual budget of \$360,000 for each physician.

Recruiting qualified candidates for these specialized positions presents significant challenges, making it vital for us to enhance our staffing with contract professionals to effectively manage the growing demands. Moreover, the pool of board-certified forensic pathologists is limited nationwide, further underscoring the urgency of our request. The Coroner's Bureau boasts fiscal flexibility, as there are no long-term contractual commitments to these doctors, ensuring a strategic approach within our budget. The Board's support in this endeavor will help the County meet the needs of our community and uphold the highest standards of service in our Coroner's Bureau.

ATTACHMENTS:

- | | |
|---------------------|---|
| Attachment A | Dr. Garber Amendment No. 2 |
| Attachment B | Dr. Luzi Amendment No. 3 |
| Attachment C | SSJ Amendment Garber Luzi 21-002a 21-003a |

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

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

6/25/2025

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst

6/25/2025

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

6/24/2025

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR FORENSIC PATHOLOGIST SERVICES WITH
DARRYL GARBER, M.D.

Original Contract Term:	07/01/2020 through 06/30/2025
Amendment Contract Term:	07/01/2025 through 06/30/2026
Effective Date of Amendment:	07/01/2025
Original Annual Maximum Contract Amount:	\$200,000
Amended Annual Maximum Contract Amount:	\$360,000
Contract ID:	SHARC-95209-002-06/25

This Amendment No. 2 to the Professional Services Agreement for Forensic Pathologists Services is 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 ("COUNTY"), and Darryl Garber, M.D., an individual ("CONTRACTOR"), effective July 1, 2025 ("Effective Date"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Forensic Pathologists Services (Contract ID # SHARC-95209-002-06/25) for a term of July 1, 2020 through June 30, 2025 ("Agreement");

WHEREAS, effective July 1, 2021, the Parties amended the Agreement increasing the maximum contract amount from \$200,000 annually to an aggregate amount of \$2,400,000.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement once again to extend the period of performance through June 30, 2026, and adjust the maximum contract amount to \$360,000 annually;

WHEREAS, Section 4.1 of the Agreement allows for modifications by written amendment signed by both Parties.

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to amend the Agreement according to the terms and in the manner set forth herein:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. On page 3 of the Agreement, amend the first sentence of Section 2.1 to read as follows: This Agreement shall be effective July 1, 2020 and continues in effect through June 30, 2026, unless terminated earlier.
3. On page 3 of the Agreement, amend the second sentence of Section 3.1 to read as follows: Maximum payments by COUNTY to CONTRACTOR shall not exceed \$360,000 annually, including all expenses.
4. Exhibit B (Payment Provisions) of the Agreement is deleted in its entirety and replaced with the attached Amended Exhibit B-1.

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR FORENSIC PATHOLOGIST SERVICES WITH
DARRYL GARBER, M.D.

5. Effective Date. This Amendment No. 2 shall be effective as of July 1, 2025.

6. Miscellaneous. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.


7. USE OF ELECTRONIC SIGNATURES: This amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this amendment agrees to the use of electronic or digital signatures, such as a digital signature that meets the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this amendment. The Parties further agree that the electronic or digital signatures of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature page to follow]

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR FORENSIC PATHOLOGIST SERVICES WITH
DARRYL GARBER, M.D.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors

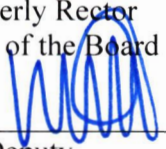
Dated: JUL 01 2025

DARRYL GARBER, M.D., an
individual and California licensed
medical professional

By: *Darryl J. Garber, M.D.*
Darryl J. Garber, M.D.

Dated: 06/13/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: *Amrit P. Dhillon*
Amrit P. Dhillon
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR FORENSIC PATHOLOGIST SERVICES WITH
DARRYL GARBER, M.D.

AMENDED EXHIBIT B-1
PAYMENT PROVISIONS

Payment will be made on a monthly basis for all completed autopsies.

Each invoice shall include the decedent's name, the Sheriff-Coroner's case number, and the date of the autopsy for each charge. The CONTRACTOR shall maintain employee and expense records in accordance with standard accounting practices. Such records shall be available upon request by the COUNTY to verify the CONTRACTOR's invoices.

Rates for services provided from July 1, 2025 through June 30, 2026 are as follows:

1. Basic Autopsy, Uncomplicated Case (natural, overdose, minimal to moderate trauma): **\$1600.00**
2. Autopsy, Complicated Case (homicide, extensive trauma, scheduled case, therapeutic/surgical complication, hit and run, extensive medical record review required): **\$2000.00**
3. Autopsy, Pediatric Case (natural or suspicious): **\$4000.00**
4. Pathologist consultations (external examination without dictated report, with or without review of medical records): **\$750.00**
5. Partial autopsies ("Head only"): **\$1050.00**

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR FORENSIC PATHOLOGISTS SERVICES WITH
SCOTT LUZI, M.D.

Original Contract Term:	07/01/2020 through 06/30/2025
Contract Term Extended To:	07/01/2025 through 06/30/2026
Effective Date of Amendment:	07/01/2025
Original Annual Maximum Contract Amount:	\$200,000
Amended Annual Maximum Contract Amount:	\$360,000
Contract ID:	SHARC-95209-003-06/25

This Amendment No. 3 to the Professional Service Agreement for Forensic Pathologists Services is 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 ("COUNTY"), and Scott Luzi, M.D., an individual and California licensed medical professional ("CONTRACTOR"), effective July 1, 2025 ("Effective Date"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Forensic Pathologists Services (Contract ID SHARC-95209-003-06/25) for a term of July 1, 2020 through June 30, 2025 ("Original Agreement");

WHEREAS, on August 17, 2021, effective July 1, 2021, the Parties entered into Amendment No. 1 to the Original Agreement ("Amendment No. 1"), which amended the annual maximum contract amount from \$200,000 annually to \$1,300,000 aggregate through the current expiration date of June 30, 2025;

WHEREAS, effective July 1, 2024, the Parties entered into Amendment No. 2 to the Original Agreement ("Amendment No. 2"), which amended the rates in Exhibit B with no further increase in the annual maximum contract amount;

WHEREAS, the Original Agreement, Amendment No. 1, and Amendment No. 2 are collectively referred to herein as the "Agreement";

WHEREAS, Section 4.1 of the Agreement permits modifications through written amendments signed by both Parties;

WHEREAS, the COUNTY and the CONTRACTOR now desire to amend the Agreement to extend the period of performance through June 30, 2026, and adjust the maximum contract amount to \$360,000 annually.

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to amend the Agreement according to the terms and in the manner set forth herein:

1. The above recitals are true and correct, and are incorporated herein by reference.

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR FORENSIC PATHOLOGISTS SERVICES WITH
SCOTT LUZI, M.D.

2. On page 3 of the Agreement, amend the first sentence of Section 2.1 to read as follows: This Agreement shall be effective July 1, 2020 and continues in effect through June 30, 2026, unless terminated earlier.

3. On page 3 of the Agreement, amend the second sentence of Section 3.1 to read as follows: Maximum payments by COUNTY to CONTRACTOR shall not exceed \$360,000 annually, including all expenses.

4. Effective Date. This Amendment No. 3 shall be effective as of July 1, 2025.

5. Miscellaneous. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

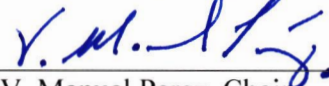
6. USE OF ELECTRONIC SIGNATURES: This amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this amendment agrees to the use of electronic or digital signatures, such as a digital signature that meets the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

{Signature page to follow}

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR FORENSIC PATHOLOGISTS SERVICES WITH
SCOTT LUZI, M.D.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 3.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors

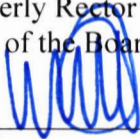
Dated: JUL 01 2025

SCOTT LUZI, M.D., an individual and
California licensed medical professional

By: 
Scott Luzi, M.D.
License No. C 55115

Dated: 06/17/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

Signature: Amrit P. Dhillon

Email: adhillion@rivco.org



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

SSJ No.: Luzi 21-002; Garber 21-003 (these were on one SSJ form and given separate approval numbers)

Amendment No.: 1

Date: Wednesday, June 4, 2025

From: Amanda Bennett, Deputy Director of Administrative Services

To: Board of Supervisors

Via: Alison Poole, Administrative Services Manager II

Subject: Request for Single Source Procurement Amendment for Board Certified Pathologist Services

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____

1. Supplier Name: Scott Luzi, M.D.; Darryl Garber, M.D.

Supplier ID: Luzi 0000010964; Garber 0000006055

2. Reason or Justification for the Amendment: The Coroner's Bureau collaborates with a dedicated team of experienced forensic pathologists who have undergone comprehensive qualifications and background checks. To acknowledge their invaluable expertise, we are extending their current contracts through an amendment. Additionally, in 2024, the Sheriff's Office began to release an annual Request for Qualifications (RFQu) on Public Purchase to invite new talent in forensic pathology, ensuring we maintain the highest standards of service. Once this SSJ Amendment ends, these vendors will undergo the RFQu process to standardize the hiring process for all pathologists.



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

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 www.riversidesheriff.org

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

Description:	FY <u>20/21</u>	FY <u>21/22</u>	FY <u>22/23</u>	FY <u>23/24</u>	FY <u>24/25</u>	Total
Forensic Pathologist Services (per vendor)	200,000	200,000	200,000	200,000	200,000	1,000,000
Total Costs (per vendor)	200,000	200,000	200,000	200,000	200,000	1,000,000

a. Amended goods and/or services costs must be identified below (If applicable):

Description:	FY <u>25/26</u>	Total
Forensic Pathologist Services (Luzi)	360,000	360,000
Forensic Pathologist Services (Garber)	360,000	360,000
10% Contingency	72,000	72,000
Total Costs	792,000	792,000

4. Period of Performance: 07/01/2025 through 06/30/2026

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 07/01/2025 End Date: 06/30/2026

Number of renewal options: None

Aggregate Term/ End Date: 06/30/2026

5. Projected Board of Supervisor Date (if applicable): 06/24/2025

[Signatures on Following Page]



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

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www.riversidesheriff.org

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u><i>M. Reynolds</i></u> Chief Deputy Signature (or designee)	<u>MISTY REYNOLDS</u> Print Name	<u>6/5/25</u> Date
<u><i>[Signature]</i></u> Assistant Sheriff Signature (or designee)	<u>ZACH HALL</u> Print Name	<u>6/5/25</u> Date
<u>Amanda Bennett</u> Print Name	<u><i>Amanda Bennett</i></u> Department Head Signature (Executive Level Designee)	<u>6/5/25</u> Date

.....
PCS Reviewed:

<u>John J. Farrar</u> Print Name	<u><i>John J. Farrar</i></u> Signature	<u>06/04/2025</u> Date
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Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....
The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

<u><i>Melissa Curtis</i></u> Purchasing Agent Signature	<u>06/12/2025</u> Date	<u>Dr. Luzi: 21-002a / Dr. Garber: 21-003a</u> Tracking Number (Reference on Purchasing Documents)
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