

SPECIALIZED FORENSIC SERVICES AGREEMENT # 2007

This Specialized Forensic Services Agreement is made and entered into as of this 1st day of July, 2020, by and between the COUNTY OF EL DORADO (herein referred to as EL DORADO) and the COUNTY OF AMADOR, (herein referred to as AMADOR), of which both parties are political subdivisions of the State of California,

RECITALS

WHEREAS, AMADOR COUNTY has determined that it is necessary to obtain a contractor to provide Specialized Forensic Services (Autopsy, Support and Morgue Services) for cases referred on an "as requested" basis for the AMADOR COUNTY Sheriff/Coroner's Office; and

WHEREAS, the EL DORADO County Coroner's Office has the facilities, staff and resources to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, EL DORADO and AMADOR agree as follows:

I. SCOPE OF SERVICES

EL DORADO agrees to furnish personnel and equipment necessary to provide autopsy, support and morgue services on an "as requested" basis for the AMADOR COUNTY Sheriff/Coroner's Office. Services shall include, but not limited to those set forth in Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof. If a service is performed by EL DORADO that is an additional service, not described in Exhibit "A", but is mutually agreed upon between EL DORADO and AMADOR in advance, the price shall be in accordance with EL DORADO's current list pricing schedule.

II. TERM

This Agreement shall be effective and commence as of July 1, 2020, upon being fully executed by both parties hereto, and shall expire on June 30, 2025.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

EL DORADO:
EL DORADO County Coroner
200 Industrial Drive
Placerville, CA 95667

AMADOR COUNTY:
AMADOR County Sheriff's Office
810 Court Street
Jackson, CA 95642

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

EL DORADO and AMADOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in either EL DORADO County, California or AMADOR County, California.

VI. STATUS OF CONTRACTOR

It is understood and agreed that EL DORADO and AMADOR are independent parties contracting solely for the purpose of effectuating this Agreement, and neither party, nor any agents, representatives or employees of that party, shall be considered agents, representatives or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

VII. CONFIDENTIALITY

Each party, its agents, representatives and employees agrees to keep strictly confidential and hold in trust all confidential information of the other party and not reveal any confidential information to any third party without the express written consent of the other party.

VIII. CONFLICT OF INTEREST

EL DORADO and AMADOR officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

IX. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS & FACILITIES

EL DORADO and AMADOR covenant that there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in connection with the performance of this Agreement.

X. INDEMNIFICATION

EL DORADO shall defend, indemnify, and hold harmless AMADOR, its Board of Supervisors, officers, directors, agents, employees, subcontractors AND VOLUNTEERS from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by the negligent or intentional acts or omissions of EL DORADO'S officers, directors, agents, employees, or volunteers.

AMADOR shall defend, indemnify and hold harmless EL DORADO, its Board of Supervisors, officers, directors, agents, employees, subcontractors and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by the negligent or intentional acts or omissions of AMADOR'S officers, directors, agents, employees, subcontractors or volunteers.

It is the intention of AMADOR and EL DORADO that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, Board of Supervisors, and subcontractors. It is also the intention of AMADOR and EL DORADO that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, and employees, volunteers, Board of Supervisors and subcontractors.

XI. INSURANCE

EL DORADO and AMADOR finance their liability, property and workers' compensation risks through a combination of self-insurance and insurance. Both parties are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under the terms of this Agreement.

XII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be per the provisions set forth in Exhibit B, incorporated herein and made by reference a part hereof, or

Exhibit B as modified by EL DORADO in accordance with express provisions as stated on page 4, Section XIV.

- B. EL DORADO shall submit an invoice to AMADOR on a monthly basis, upon verification of services provided. Invoices shall be submitted to AMADOR no later than the fifteenth (15th) day of the month following the invoice period, and AMADOR shall pay EL DORADO within thirty (30) days after receipt of an appropriate and correct invoice.
- C. AMADOR shall maintain for four years following termination of this agreement full and complete documentation of all services and payments associated with performing the services covered under this Agreement. Payment documentation shall include: Dates of Service, County Case Numbers, and Decedents Names.

Total amount of this Agreement shall not exceed \$150,000.

XIII. SUBCONTRACTS, ASSIGNMENT

EL DORADO shall obtain prior written approval from AMADOR before assigning or transferring, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement. Any assignment or transfer without such consent shall be null and void. EL DORADO remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. EL DORADO shall be held responsible by AMADOR for the performance of any subcontractor whether approved by AMADOR or not.

XIV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon EL DORADO and AMADOR unless agreed in writing by the EL DORADO COUNTY CORONER and AMADOR COUNTY SHERIFF-CORONER and counsel for both parties.

XV. SUCCESSORS

This Agreement shall insure to the benefit of, and be binding upon, EL DORADO and AMADOR and their respective successors.

XVI. ADMINISTRATOR

The EL DORADO County Officer or employee with responsibility for administering this Agreement is Bryan Golmitz, Captain, Sheriff's Office, or successor.

XVII. TIME

Time is of the essence of this Agreement.

XVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XIX. DISPUTES

In the event of any dispute out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XX. TERMINATION

- A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide twenty-four (24) hours to cure the default. If such default is not cured within said twenty-four (24) hour period, the party that gave notice of default may terminate this Agreement upon no less than twenty-four (24) hours advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- B. Either party may terminate this Agreement for any reason by providing the other party at least thirty (30) days advance written notice of termination and specifying the actual date of termination in the written notice.

- C. If this AGREEMENT is terminated, EL DORADO shall be paid for any services completed and provided prior to notice of termination and any services necessary to complete pending autopsies.


XXI. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between EL DORADO and EL DORADO regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between EL DORADO and AMADOR regarding the subject matter of this Agreement is hereby terminated effective immediately upon full execution of this Agreement.

XXII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Requesting AMADOR County Contract Administrator Concurrence:

By: 
Jim Cardoza
Lieutenant
AMADOR County Sheriff

Dated: 6.10.2020

Requesting Department Head Concurrence:

By: 
Martin Ryan
Sheriff
AMADOR County Sheriff

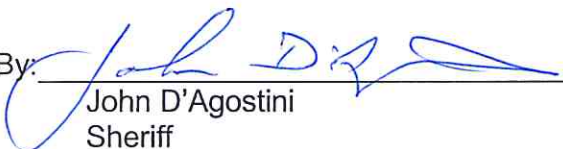
Dated: 6-10-2020

Requesting EL DORADO County Contract Administrator Concurrence:

By: 
Bryan Golmitz
Captain
EL DORADO County Sheriff

Dated: 5/27/20

Requesting Department Head Concurrence:

By: 
John D'Agostini
Sheriff
EL DORADO County Sheriff

Dated: 5/27/20

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF EL DORADO, a
political subdivision of the State
of California**

**COUNTY OF AMADOR, a
political subdivision of the State
of California**

By _____
Chair, Board of Supervisors
EL DORADO County

By _____
Chair, Board of Supervisors
AMADOR County

ATTEST:

By _____
Clerk of the Board of Supervisors
AMADOR County

REVIEWED AND APPROVED BY EL DORADO AND AMADOR COUNTY COUNSEL

By _____
Deputy County Counsel
EL DORADO County

By _____
County Counsel
AMADOR County

Exhibit A – SCOPE OF WORK

In summary, the El Dorado County Sheriff's Office (EDSO) will provide all labor, tax, bonds, insurance, permits, premiums, services, disposal, equipment, materials, and appurtenant facilities for pathology and autopsy services. EDSO will use whatever means necessary to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise, as described in California Government Code 27491. EDSO shall employ a physician licensed to provide pathology services, including performing autopsies and recommending or ordering toxicological, bacteriological, serological, histological, microscopic, and/or other clinical examinations as may be necessary to advise and assist the Amador County Sheriff's Office in determining the cause of death.

EDSO will perform autopsies when determined necessary by an authorized representative of the Amador County Sheriff's Office. In some cases, the death examination may be limited to an external exam or evaluation. When an external exam reveals questions, or issues that in the opinion of the pathologist require an autopsy to be performed, EDSO/Pathologist will immediately notify Amador County Sheriff's Office staff concerning the need for an autopsy. In all cases, the final determination as to the extent of the examination or autopsy shall rest with an authorized representative of the Amador County Sheriff's Office.

1. SERVICES TO BE RENDERED BY CONTRACTOR.

- 1.1 Upon request from County, Contractor will provide all equipment, supplies and personnel to perform professional Pathology and Autopsy services for Amador County Sheriff's Office. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor's performance of this Agreement.
- 1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section XX; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Contractor is authorized to proceed immediately following full execution of this Agreement. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.
- 1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.

Exhibit B - COMPENSATION

Total compensation to Contractor will be made monthly on a time-and-materials basis with cost-not-to-exceed One Hundred Fifty Thousand and No Cents (\$150,000.00) in accordance with Cost Proposal dated April 9, 2020 submitted by Contractor, El Dorado County.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Contractor, El Dorado County, and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

Autopsy Fee: Standard routine autopsy. This fee includes all equipment, labor, tax, insurance, materials, Pathologist fees, disposal, toxicology processing, and facility and administrative fees to conduct a routine autopsy and state the cause of death: **\$1,550.00**

External Examination: This fee includes all equipment, labor, tax, insurance, materials, Pathologist fees, disposal, toxicology processing, and facility and administrative fees to conduct an external examination and state the cause of death: **\$800.00**

Consultation Fee: Pathologist= **\$180.00** per hour

Pre-Trialffrial Testimony Fee: Pathologist= **\$180.00** per hour

Morgue Tech= **\$38.00** per hour

Coroner Detective= **\$85.00** per hour

Coroner Detective Sergeant= **\$103.00** per hour

Travel and Waiting Fee: Pathologist= **\$180.00** per hour

Morgue Tech= **\$38.00** per hour

Coroner Detective= **\$85.00** per hour

Coroner Detective Sergeant= **\$103.00** per hour

Mileage Rate: \$.575 per mile

Medical Record Review: This fee includes all equipment, labor, tax, insurance, materials, Pathologist fees, and facility and administrative fees to review medical records and state the cause of death: **\$250.00**

Donor Services Harvest Fees: Monday through Friday, 0800-2000 hours= **\$250.00**

After hours, weekends, and holidays = **\$590.00**

Initial fixed price contract for a period of two (2) years with an increase of up to 5% per year for three (3) additional years. Agreement in place for sum total of five (5) years.
