



# RESOLUTION No. 24-507

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING AN AGREEMENT FOR FORENSIC PATHOLOGY SERVICES BETWEEN THE COUNTY OF PLACER AND THE COUNTY OF NEVADA FOR FISCAL YEAR 2024/25 AT A PRICE NOT TO EXCEED \$225,000 AND PROVIDE FOR UP TO TWO ADDITIONAL ONE-YEAR EXTENSIONS

WHEREAS, California Government Code section 27491 requires the Sheriff's Office to inquire into and determine the circumstances, manner, and cause of sudden deaths where the attending physician is unable to determine the cause of death or the death is the result of homicide, suicide, accidental or undetermined means; and

WHEREAS, Nevada County does not employ a forensic pathologist and pathology services are mandatory in investigating these deaths; and

WHEREAS, Placer County provides these mandatory services to Nevada County; and

WHEREAS, the fiscal year 2023/24 Agreement has expired; and

WHEREAS, the parties desire to enter into an Agreement for fiscal year 2024/25, from July 1, 2024, through June 30, 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Agreement for Forensic Pathology Services with Placer County be approved and the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that Agreement between the County of Nevada and the County of Placer pertaining to Pathology Services for fiscal year 2024/25, in the amount not to exceed \$225,000, and allowing up to two (2) additional one-year extensions.

Funding: 0101 20201 152 1000 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of September 2024, by the following vote of said Board:

Ayes: Supervisors Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: Supervisor Heidi Hall.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: CS, Deputy COB

HSBullock

Hardy Bullock, Chair

AGREEMENT NO.

BEGINS: 7/1/2024  
ENDS: 6/30/2025

ADMINISTERING AGENCY: Placer County Sheriff-Coroner-Marshal

### AGREEMENT TO PERFORM PATHOLOGY SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO this 1<sup>st</sup> day of July, 2024, by and between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and COUNTY OF NEVADA hereinafter referred to as "NEVADA COUNTY".

#### WITNESSETH

WHEREAS, the Coroner for NEVADA COUNTY is desirous of having PLACER COUNTY provide complete forensic pathology services as required by California Government Code Section 27491; and

WHEREAS, PLACER COUNTY is able to provide, itself or through separate independent contractor agreements, appropriate Coroner's Facility, resources, and persons fully capable and willing to perform autopsy services for NEVADA COUNTY;

NOW, THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

#### 1. Scope of Services

- [a] PLACER COUNTY agrees to furnish the facility, personnel, and equipment necessary to provide pathology services for NEVADA COUNTY. Services are identified in EXHIBIT A, marked "Scope of Services", incorporated herein and made by reference part of. Services and work provided under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions.
- [b] Under this Agreement, PLACER COUNTY is performing services for the NEVADA COUNTY SHERIFF-CORONER and not the various entities with which the NEVADA COUNTY SHERIFF-CORONER deals. As such, all records and materials generated through this relationship are the property of the NEVADA COUNTY SHERIFF-CORONER and will be held in the care and custody of the NEVADA COUNTY SHERIFF-CORONER. PLACER COUNTY SHERIFF-CORONER-MARSHAL reserves the right to designate members of its Agency to review the results of any coroner investigation, in whole or part, including toxicology results or result from any specialized lab services.

#### 2. Term and Termination

- [a] The term of the Agreement shall commence on 7/1/2024 and continue through 6/30/2025, unless sooner terminated as provided below. Annual amendments adjusting service fee rates under Exhibit B "Compensation" will be effective July 1 upon agreement of both parties.
- [b] This Agreement may be renewed for two one-year options, after the expiration date under the same terms and conditions, except with regard to annual cost adjustments outlined in Exhibit B. It is the intent that NEVADA COUNTY will bear the cost associated with the services provided to them under this Agreement.
- [c] This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of each party.
- [d] In the event of unforeseen circumstances affecting the obligations of both parties, or PLACER COUNTY'S ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than ninety (90) days advanced written notice of termination. If this

Agreement is terminated, PLACER COUNTY shall be paid for any services completed and provided prior to notice of termination and any services necessary to complete pending autopsies.

- [e] It is mutually agreed that if NEVADA COUNTY, during any fiscal year covered by this Agreement, fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI, Section 18.

### 3. Compensation for Services

- [a] The annual minimum service fee will be One Hundred Twenty Thousand Dollars (\$120,000), billed quarterly at Thirty Thousand Dollars (\$30,000). If actual services provided exceed a total of Thirty Thousand Dollars within the quarter, actual costs will be charged based on the rates set forth in the Exhibit B "Compensation", with an annual Agreement amount not-to-exceed Three Hundred Thousand Dollars (\$225,000). For services provided herein, NEVADA COUNTY agrees to pay PLACER COUNTY quarterly in arrears and within thirty (30) days following NEVADA COUNTY's receipt and approval of itemized invoice(s) identifying services rendered.
- [b] Itemized invoices shall reference this Agreement. Copies of documentation attached to invoices shall reflect PLACER COUNTY's charges for the specific services billed on those invoices.

Invoices shall be mailed to:

Nevada County Sheriff's Office  
C/O Sheriff Finance  
950 Maidu Avenue  
Nevada City, CA 95945

Or to such other location mutually agreed upon between PLACER COUNTY and NEVADA COUNTY.

- [c] If a service is performed by PLACER COUNTY that is an additional service, not described in Exhibit "A", but is mutually agreed upon between PLACER COUNTY and NEVADA COUNTY in advance, the cost shall be borne by NEVADA COUNTY.
- [d] Service fee rates will increase five percent (5%) each year the Agreement is in effect. PLACER COUNTY will provide an Agreement amendment with adjusted Exhibit B "Compensation" to NEVADA COUNTY for adoption July 1 to be agreed upon by both parties.

### 4. Independent Contractor

In performing services under this Agreement PLACER COUNTY is considered an independent contractor and not an employee of NEVADA COUNTY. Any personnel provided by PLACER COUNTY who are employees of PLACER COUNTY will be considered employees of PLACER COUNTY and not of NEVADA COUNTY. PLACER COUNTY shall be responsible for providing all payments and fringe benefits to or on account of employees of PLACER COUNTY. Any personnel who are independent contractors or consultants of PLACER COUNTY are not employees of either NEVADA COUNTY or PLACER COUNTY.

### 5. Subcontractors

NEVADA COUNTY understands that PLACER COUNTY separately contracts with independent contractors for forensic pathology services.

PLACER COUNTY remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. PLACER COUNTY shall be held responsible by NEVADA COUNTY for the performance of any independent contractor whether approved by NEVADA COUNTY or not.

### 6. 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. PLACER COUNTY and NEVADA

COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances. Parties agree that in the event any legal action is brought in regard to interpretation or enforcement of this agreement, the jurisdiction of such action shall be in the County of Placer, State of California, and Superior Court of Placer County.

7. 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. The parties recognize obligations may exist to provide certain records pursuant to the Public Records Act, other law or court order and this provision is not intended to negate those obligations.

8. Hold Harmless

PLACER COUNTY agrees to indemnify and hold harmless NEVADA COUNTY, 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 PLACER COUNTY'S officers, directors, agents, employees, or volunteers.

NEVADA COUNTY agrees to indemnify and hold harmless PLACER COUNTY, 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 NEVADA COUNTY'S officers, directors, agents, employees, subcontractors or volunteers.

It is the intention of NEVADA COUNTY and PLACER COUNTY 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 NEVADA COUNTY and PLACER COUNTY 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.

9. Insurance

It is agreed that NEVADA COUNTY and PLACER COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance to cover all of its operations.

[a] Insurance coverage shall be with limits not less than the following:

General Liability: One Million Dollars (\$1,000,000)

Automobile Liability: One Million Dollars (\$1,000,000)

Workers' Compensation: One Million Dollars (\$1,000,000)

Errors and Omissions/Professional Liability/Medical Malpractice: One Million Dollars (\$1,000,000)

10. Nondiscrimination

PLACER COUNTY, its agents, officers, and employees shall not discriminate in violation of any federal, state, or local law, rule, regulation, or any administrative directives established by the County Board of Supervisors or the County Administrative Officer against any employee, applicant for employment, or person receiving services under this agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex.

PLACER COUNTY and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the

California Code of Regulations. PLACER COUNTY shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act.

11. Conflict of Interest

PLACER COUNTY and NEVADA COUNTY 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.

12. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage, prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to Placer County:

Placer County Sheriff's Office  
2929 Richardson Drive  
Auburn, CA 95603

and

Coroner's Unit  
Placer County Sheriff's Office  
10951 Veterans Drive  
Roseville, CA 95678

If to NEVADA County:

Nevada County Sheriff's Office  
950 Maidu Avenue  
Nevada City, CA 95945

13. Prior Agreements

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

COUNTY OF NEVADA

Dated: 10/03/2024

By:   
Chair, Board of Supervisors

ATTEST:

  
Clerk of the Board of Supervisors

By:   
Nevada County Sheriff

APPROVED AS TO FORM:

  
Nevada County Counsel

COUNTY OF PLACER

 Date: 12/9/24  
Placer County

APPROVED AS TO FORM:

  
Placer County Counsel



**EXHIBIT A**  
**SCOPE OF SERVICES**

1. PLACER COUNTY shall:

- [a] Provide an appropriate Coroner's Facility, licensed physicians, and support staff to perform all required autopsies or other postmortem examinations.-
  - a. All required autopsies or examinations will be conducted at the Placer County Coroner's Facility located at 10951 Veterans Drive, Roseville, CA 95678, unless an exception is agreed to by the parties to this Agreement. Autopsy cases that involve highly infectious or toxic agents may be limited in scope. Gross or microscopic examination of tissues, review of toxicology or medical reports as well as written reports may be reviewed off-site while under the control of a independent contractor.
  - b. Forensic Examinations shall be conducted by Board certified or Board eligible forensic pathologists, as defined by the American Board of Pathology.
  - c. General examinations and medical record reviews may be conducted by: Board certified physicians licensed to practice medicine in the State of California; Board certified pathology assistants, as defined by the American Association of Pathologists' Assistants, working under the supervision of a forensic pathologist.
- [b] Provide determination as to the cause of death in all cases, both forensic and general, referred by NEVADA COUNTY. Determinations may include, but not be limited to autopsies, gross and microscopic examination of tissues, microbiological examination, review of medical reports and other such services as are appropriate to determine the cause of death. Determinations will be documented in an autopsy/examination report.
  - a. PLACER COUNTY will submit a written report of findings to NEVADA COUNTY not later than one-hundred eighty (180) working days following performance of the autopsy and/or related services such as toxicology or neuropathology. If delayed due to specialized testing, PLACER COUNTY shall notify NEVADA COUNTY of the delay upon request.
  - b. PLACER COUNTY will be responsible for preparing an interim report of findings, in a timely manner, sufficient to be acceptable at a preliminary judicial hearing in any case in which a defendant has been charged with a felony related to the cause of death of a decedent.
- [c] Furnish radiological examinations when requested by NEVADA COUNTY or when required by law. PLACER COUNTY shall perform basic interpretation of such radiological examinations as provided by a Forensic Pathologist.
- [d] PLACER COUNTY agrees to provide NEVADA COUNTY with the appropriate location and/or contact information for the delivery of subpoenas, as they relate to either Criminal or Civil proceedings, involving matters relating to work performed by independent contractors. PLACER COUNTY is not responsible for producing any independent contractor personnel as it relates to any work performed under this Agreement. NEVADA COUNTY will be responsible for contacting and making any arrangements, under this



subsection, and/or compensation to independent contractors at their discretion.

- [e] All costs of disinterment shall be paid by NEVADA COUNTY unless upon disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of the cause of death was incorrect. In such a case, the cost of disinterment shall be paid by PLACER COUNTY.
- [f] PLACER COUNTY may provide a pathologist via telephone to provide consultations of NEVADA COUNTY cases referred to Donor Services. NEVADA COUNTY will compensate PLACER COUNTY for these costs, per the provisions set forth in Exhibit B, where Donor Consultation was provided but case was not referred to PLACER COUNTY for determination of cause of death.
  - a. If NEVADA COUNTY is considering withholding one or more organs of a potential donor for any reason, a forensic pathologist, upon request from a qualified organ procurement organization, may be present during the procedure to remove the organs. The Coroner, their Deputy, or Forensic Pathologist may request a biopsy of those organs or deny removal of the organs if necessary. If a Donor Organization appeals the decision to prohibit organ and/or tissue recovery, the Organization will be referred to the NEVADA COUNTY Coroner Unit Supervisor.
- [g] PLACER COUNTY, or designated independent contractor, will store post-mortem tissue samples as follows:
  - a. Tissue retained by PLACER COUNTY:
    - a. Tissue fixed in Formalin (wet tissue)
      - i. Homicides (including Officer involved shootings), Undetermined, specific pediatric cases, and John/Jane Does cases will be retained for a minimum of 1 year before being transferred to NEVADA COUNTY for indefinite storage.
      - ii. All other cases will be retained for one (1) year before being transferred to NEVADA COUNTY for storage or destruction at their discretion.
    - b. Paraffin Blocks and Glass Slides:
      - i. Homicides (including Officer involved shootings), Undetermined, specific pediatric cases, and John/Jane Does cases will be retained for a minimum of 1 year before being transferred to NEVADA COUNTY for indefinite storage.
      - ii. All other cases will be retained for one (1) year before being transferred to NEVADA COUNTY for storage with a recommended storage time of ten (10) years, or destruction at their discretion.
  - b. Tissue retained by designated independent contractors:
    - a. Tissue fixed in Formalin (wet tissue)
      - i. Homicides and unidentified cases will be retained indefinitely.
      - ii. All other cases will be retained for five (5) years from the date of the initial exam.
    - b. Paraffin blocks
      - i. Homicides and unidentified cases will be retained indefinitely.
      - ii. All other cases will be retained for ten (10) years from the date of the initial exam.
    - c. Glass Slides
      - i. All glass slides will be retained indefinitely.

2. NEVADA COUNTY shall:

- [a] Provide requests to PLACER COUNTY as to work to be performed recognizing that PLACER COUNTY shall use its independent medical judgement in determining how to perform the and exams. NEVADA COUNTY will have sole discretion and jurisdictional control as to which cases, pursuant to California Government Code Section 27491, shall be examined under this Agreement, by providing those exams to be performed to PLACER COUNTY.
- [b] All arrangements and costs of decedent transportation to and from the Placer County Coroner's Facility shall be the responsibility of NEVADA COUNTY.
- [c] Decedents should be transferred face-up in a body bag or shroud and have a toe tag affixed to the decedent with, at minimum, the following information: Decedent Name, Decedent Date of Birth, Date of Death, and Case Number. Clothing and personal items should not be transported with the decedent unless circumstances of the coroner's case require the clothing not be removed from the decedent. The body bag should have the following information written in permanent ink on the front facing center of the bag: Decedent Last Name, First Name, Date of Birth, Date of Death and Case Number.
- [d] Prior to transferring the decedent to the Placer County Coroner's Facility, NEVADA COUNTY shall provide a Coroner's Investigative Report, provide medical records deemed necessary and provide any applicable photographs. No postmortem examination will be conducted without the aforementioned documents.
- [e] Furnish a Deputy Coroner, or other investigator, to witness all homicide investigations, SIDS, or highly suspicious postmortem examinations, take necessary photographs, take custody of evidence, and provide background information to the forensic pathologist.
- [f] Any specialized services will be charged at the actual costs of those services and the cost thereof will be borne by and invoiced directly to NEVADA COUNTY.
- [g] Will have the discretion to allow persons to be present at any postmortem examination as provided in Government Code Section 27522. Unless authorized by NEVADA COUNTY, personnel other than PLACER COUNTY personnel shall not be present at any postmortem examination. NEVADA COUNTY peace officers will be allowed access to examinations as outlined in Government Code Section 27522.
- [h] NEVADA COUNTY will enter into an agreement with a private autopsy service for autopsies pursuant to Government Code Section 27520. Private autopsies pursuant to Government Code Section 27520 will not be conducted at the Placer County Coroner's Facility.
- [i] In the event NEVADA COUNTY experiences, a Mass Fatality Incident exceeding the pathology capabilities of PLACER COUNTY, NEVADA COUNTY will request aid through the State of California Coroner Mutual Aid Coordinator. Additional compensation may be negotiated. PLACER COUNTY shall not be responsible for costs associated with services not performed by PLACER COUNTY and requested by NEVADA COUNTY through the State of California Coroner Mutual Aid Coordinator.
- [j] In the event local, state, or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist NEVADA COUNTY in complying therewith.

**EXHIBIT B  
COMPENSATION**

| <b>PLACER COUNTY CORONER'S FACILITY FEE SCHEDULE</b>  |  |
|---|--|
| <p style="text-align: center;">Agreement term from 7/1/2024 to 6/30/2025</p> <p>Annual minimum service fee of \$120,000 billed quarterly. If actual services provided exceed a total of Thirty Thousand Dollars within the quarter, actual costs will be charged at the rates detail below. Service fees will increase 5% annually. Total annual Agreement amount is not-to-exceed \$300,000.</p> |  |
| <b>SERVICES</b>   | <b>SERVICE FEE AMOUNT</b>  |
| Specialized Cases (In-Custody Death, Homicide Investigations, SIDS, Witnessed Exam, FAA, etc.)  | \$2,415  |
| Standard Autopsy  | \$1,890  |
| Partial / Targeted / Head Only Exam   | \$1,365  |
| External Examination (with or without Toxicology)   | \$840  |
| Medical Record Reviews  | \$840  |
| Forensic Pathologist Case or Donor Services Consultation  | \$220.00 per hour  |
| Rapid DNA (ANDE)  | Current Replacement Cost (Current Cost is approx. \$1,200 each)  |
| Staff Training and Continuing Education   | 2 sessions per year free<br>\$100.00 per hour thereafter         |
| Histology/Specialized Toxicology/Radiology/Chemistry  | Actual Cost; Paid by Nevada County<br>On-site radiology included |
| Forensic Anthropology/Neuropathology/Odontology/Entomology  | Actual Cost; Paid by Nevada County (as needed)                   |
| Private Autopsy GC 27520  | Nevada County to arrange through Private Autopsy Company         |