

DEPARTMENT: Sheriff Office

BY: Joel Bibby
PHONE: 966-3615

RECOMMENDED ACTION AND JUSTIFICATION: Authorize Chair to sign Amended Agreement with Stanislaus County Sheriff's Office Coroner's Division to provide Forensic Pathology Services for the Mariposa County Sheriff's Office.

The Mariposa County Sheriff's Office Coroner Division has contracted with the Stanislaus County Sheriff's Office Coroner's Division since 2007. The Stanislaus County Sheriff's Office Coroner's Division has specially trained, experienced and competent staff to perform forensic pathology services with respect to postmortem examinations and autopsies of deceased persons.

The terms for the amended contract have a small increase to cover call out pay for Stanislaus County Sheriff's Office Coroner's Division Staff when responding after hours. There is no anticipated impact to Mariposa County's General fund for fiscal year 2010-2011 as the budgeted line item 001-0216-521.04-18 Professional Services is fully funded.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The Board of Supervisors has approved the past agreement with the Stanislaus County Sheriff's Office Coroner's Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: Mariposa County will have to seek an alternative source for these services that could be at a much higher cost.

Financial Impact? () Yes () No Current FY Cost: \$
Budgeted In Current FY? () Yes () No () Partially Funded
Amount in Budget: \$
Additional Funding Needed: \$0
Source:
Internal Transfer _____
Unanticipated Revenue _____ 4/5's vote
Transfer Between Funds _____ 4/5's vote
Contingency _____ 4/5's vote
() General () Other

Annual Recurring Cost: \$0
See Attached Agreement

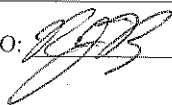
CLERK'S USE ONLY:

Res. No.: 11583 Ord. No. _____
Vote - Ayes: 5 Noes: _____
Absent: _____
Approved
() Minute Order Attached () No Action Necessary

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
Comments:

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

CAO: 

**FIRST AMENDMENT TO AGREEMENT FOR
FORENSIC PATHOLOGY SERVICES**

Reference is made to the Agreement for Forensic Pathology Services (the "Agreement") effective January 1, 2011 by and between the County of Stanislaus ("Contractor") and Mariposa County Sheriff-Coroner ("County").

WHEREAS, the parties have agreed to add additional services to be provided by Contractor to County under the Agreement;

WHEREAS, the parties have agreed to add additional compensation to be paid to Contractor by County; and

WHEREAS, Section 18 of the Agreement allows the parties to amend the Agreement upon mutual written consent.

NOW THEREFORE, the parties hereby agree as follows:

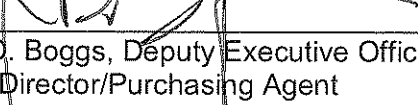
1. Paragraph 1 of Section A of Exhibit A to the Agreement is amended to read as follows:
 1. Contractor shall provide postmortem examinations and autopsies of decedents in cases of death which County's Coroner is required by law to conduct an inquiry into the cause and manner of death.

Contractor shall provide one (1) on-call Deputy Sheriff-Coroner to provide access to the Coroner's Facility outside of normal business hours. For purposes of this agreement, "normal business hours" shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.
2. Paragraph 1 of Section B of Exhibit A to the Agreement is amended to read as follows:
 1. County agrees to pay Contractor and Contractor agrees to accept as compensation for the services provided to this agreement as follows:
 - (a) \$1,500.00 per autopsy for the first one hundred (100) autopsies per contract year; and
 - (b) \$1,800.00 for each autopsy in excess of one hundred (100) autopsies per contract year; and
 - (c) \$195.00 for each instance Contractor is requested to unlock the Coroner's facility during non-business hours, representing a 3-hour minimum charge to compensate the time of the on-call Deputy Sheriff-Coroner. Each additional hour in excess of three (3) shall be billed at the rate of \$65.00 per hour.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

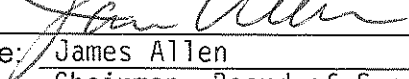
IN WITNESS WHEREOF, the parties have executed this Second Amendment as of this 6 day of ~~November, 2011~~ December, 2011

COUNTY OF STANISLAUS

By: 
Keith D. Boggs, Deputy Executive Officer
GSA Director/Purchasing Agent

"Contractor"


COUNTY OF MARIPOSA

By: 
Name: James Allen
Title: Chairman, Board of Supervisor

"County"

APPROVED AS TO CONTENT:

Sheriff's Department

By: 
Adam Christianson, Sheriff

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Dean Wright, Deputy County Counsel

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL