

AGREEMENT FOR MORTUARY SERVICES

THIS AGREEMENT, is entered into _____, 2018, by and between the County of Lake, hereinafter "COUNTY" and Jones and Lewis Mortuary, hereinafter "CONTRACTOR"

WHEREAS, COUNTY is in need of professional mortuary services; and

WHEREAS, CONTRACTOR is a licensed mortuary in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall provide to COUNTY those mortuary services associated with the removal and transport of decedent remains described in Attachment "A-1", attached hereto and incorporated herein by reference as well as those indigent cremation services described in Attachment "A-2", attached hereto and incorporated by reference herein, as requested and directed by the Lake County Sheriff-Coroner or his designee.

2. ALL requests for compensation by CONTRACTOR for specific services described in Attachments "A-1" and "A-2" and performed by CONTRACTOR shall be made by use of a COUNTY-approved claim form submitted by CONTRACTOR to the Sheriff-Coroner on a monthly basis. Said claims shall be submitted by CONTRACTOR no later than the 15th day of each month. CONTRACTOR shall only receive compensation for those services described on a properly submitted and COUNTY-approved claim form.

3. Should the Agreement be terminated prior to June 30 of any fiscal year, any final request for compensation must be made by CONTRACTOR within thirty (30) days of that notice of termination.

4. COUNTY and/or its designated audit agency shall have the right to audit and inspect all financial accountings and other records of CONTRACTOR which pertain to services performed by CONTRACTOR for COUNTY pursuant to this Agreement. CONTRACTOR shall be financially responsible for all audit exceptions resulting from any such audits.

5. Should the removal of remains require the CONTRACTOR to use more staff and/or procedures different from those generally required for removal, the cost of such additional staff and/or different procedures shall be borne solely by CONTRACTOR.

6. CONTRACTOR shall respond, when dispatched, within 30-45 minutes, but in no event shall CONTRACTOR's response time exceed 60 minutes.

ANCILLARY SERVICES TO BE PERFORMED BY CONTRACTOR

7. In addition to those services described in Attachment "A", CONTRACTOR agrees to be responsible for the removal of remains upon COUNTY's request. In said circumstances and in circumstances where the removal of remains occurs when the CONTRACTOR is retained by a decedent's estate or next of kin to perform mortuary services, CONTRACTOR agrees there shall be no separate cost billed for such removal. In all other circumstances of removal within the County, CONTRACTOR may bill the decedent's estate or next of kin for the actual cost of the removal service. If the removal fee is not paid by the estate or next of kin within one hundred twenty (120) days of the CONTRACTOR having billed for that service, the CONTRACTOR may submit the unpaid bill to the Lake County Sheriff-Coroner for payment. In no event shall the removal cost submitted to the Lake County Sheriff-Coroner for payment exceed one hundred and sixty dollars (\$160.00)

8. In the case of a transfer of the remains outside the County of Lake, the CONTRACTOR shall bill the decedent's estate or next of kin or, if another mortuary is responsible for the final arrangements for the decedent, CONTRACTOR shall bill that mortuary for the out-of-county transfer costs.

9. CONTRACTOR agrees that no removal fee shall be billed in any of the following circumstances:

- a. The decedent was indigent and the decedent's next of kin will not/cannot assume financial responsibility for disposition of the decedent's remains;
- b. The decedent was a minor under the age of fourteen years;
- c. The decedent has been determined by the Lake County Sheriff-Coroner to have died as the result of the criminal acts of another in which acts the decedent was not a criminal participant.

COUNTY'S RESPONSIBILITIES

10. COUNTY shall compensate CONTRACTOR for each requested service at the rates provided in Attachments "A-1" and "A-2" based upon a written request for compensation from CONTRACTOR as described in paragraph 2 hereinabove. COUNTY shall remit payment on all claims which are timely submitted as described in paragraph 2 hereinabove within 30 days of receipt.

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TERM

11. This Agreement shall commence on July 1, 2018 and shall continue from year to year unless amended upon agreement of both parties or unless earlier terminated as hereinafter provided.

TERMINATION

12. This Agreement shall be effective on the date hereinabove entered into and shall continue in full force and effect until and unless terminated by either COUNTY, by and through the Sheriff-Coroner, or by CONTRACTOR, upon thirty (30) days written notice to the other party.

ASSIGNMENT

13. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

SUBCONTRACTING

14. CONTRACTOR shall not subcontract any portion of the services to be performed pursuant to this Agreement without the prior written approval of COUNTY.

INSURANCE

15. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

(a) Compensation Insurance. CONTRACTOR shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

(b) Public Liability and Property Damage Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONTRACTOR's liability.

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(c) Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One million dollars (\$1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Agreement, until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its Officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(d) Professional Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which CONTRACTOR is liable. Said insurance shall be written with limits of not less than One million dollars (\$1,000,000).

(e) CONTRACTOR shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum

limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in subparagraphs (b) and (c) hereinabove.

INDEMNIFICATION-HOLD HARMLESS

16. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

INDEPENDENT CONTRACTOR

17. It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.

MODIFICATION

18. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Sheriff-Coroner or his designee.

NON-DISCRIMINATION IN EMPLOYMENT

19. In the performance of the work authorized under this Agreement, CONTRACTOR, and/or any permitted subcontractor, shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40). CONTRACTOR and/or any permitted subcontractor understands and agrees that CONTRACTOR is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations, and ordinances.

ATTORNEY'S FEES AND COSTS

20. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

LICENSING

21. CONTRACTOR shall possess all licenses associated with the provision of services under this Agreement and shall meet all professional and legal requirements to maintain all said licenses in goodstanding.

INTEREST OF CONTRACTOR

22. CONTRACTOR hereby covenants that CONTRACTOR has, at the time of the execution of this Agreement, no interest, direct or indirect, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

SEVERABILITY

23. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

NOTICES

24. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Sheriff-Coroner
1220 Martin Street
Lakeport, California 95453

Jones and Lewis MORTUARY
Sirre Reed
16140 Main Street
Lower Lake, CA 95457

ADDITIONAL PROVISIONS

25. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations,

conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

Jones and Lewis MORTUARY

Jim Steele, Chairman
Board of Supervisors

Sirre Reed
Manager

ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:



Anita Grant
County Counsel

ATTACHMENT "A-1"

	ACTIVITY	<u>FEE</u>
1.	Medical Waste Disposal	\$35.00 per mo. as needed
2.	Equipment	Billed at Contractor's rate
3.	Transport:	
a.	To Sacramento Coroner's Department, per trip	\$250.00
b.	To Sonoma County Morgue Facility, per trip	\$150.00
c.	To Napa County Morgue Facility, per trip	\$200.00
d.	To UC Santa Cruz, per trip	\$400.00
e.	To San Francisco Medical Examiner, per trip	\$300.00
f.	To St. Helena, per trip	\$150.00
g.	Transport between facilities (local)	\$47.50 or \$95.00 round trip
8.	Body Transport Pouch:	
a.	To be supplied by County for the collection and preservation of evidence only.	No cost to Contractor
b.	To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor.	No cost to County
c.	Upon request by County employees, County may purchase from Contractor for the collection and preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof).	\$60.00 per unit.

ATTACHMENT "A-2"

ACTIVITY	<u>FEE</u>
1. Indigent Cremation Services (Including transfer of remains to the funeral home, crematory, Death certificate fee and disposition permit, refrigerated care up to 10 days, minimum urn)	\$800.00
2. Refrigeration and Storage of up to 10 days	Included
3. Additional Days of Refrigeration Storage (# of days to be agreed upon by County and Contractor)	\$25.00 per day
4. Body Transport Pouch:	
a. To be supplied by County for the collection and preservation of evidence only.	No cost to Contractor
b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor.	No cost to County
c. Upon request by County employees, County may purchase from Contractor for the collection and preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra- large disaster pouches (leak-proof).	\$60.00 per unit.
5. Transport from out of Lake County	\$50 per driving hour or
a. To Sacramento Coroner's Department, per trip	\$250.00
b. To Sonoma County Morgue Facility, per trip	\$150.00
c. To Napa County Morgue Facility, per trip	\$200.00
d. To UC Santa Cruz, per trip	\$400.00
e. To San Francisco Medical Examiner, per trip	\$300.00
f. To St. Helena, per trip	\$150.00

6.	Oversized Indigent Cremation Services	
	(in excess of 300 lbs.)	\$225.00
	Airtray (if needed)	\$50.00
7.	Cremated Remains to be Returned to County	
	for Storage in Evidence	Included
8.	Scattering at Sea	\$50.00
9.	Amended death certificate	\$12.00