

THIRD AMENDMENT TO THE
AGREEMENT FOR
CORONER SERVICES
BETWEEN
THE COUNTY OF CALAVERAS
AND
CALAVERAS MORTUARIES, INC.

This Third Amendment to the Agreement for Coroner Services (“Third Amendment”) is effective as of January 1, 2019, by and between the County of Calaveras, a political subdivision of the State of California (“County”), and Calaveras Mortuaries, Inc., a California corporation (“Contractor”). County and Contractor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, effective as of July 1, 2014, the Parties entered into an Agreement for Coroner Services (“Agreement”); and

WHEREAS, the term of the Agreement ended on June 30, 2017, which Agreement was retroactively amended on August 7, 2018 to revive the Agreement as of July 1, 2017 and extend the term to until October 31, 2018 (“First Amendment”); and

WHEREAS, the Parties entered into a Second Amendment effective as of November 1, 2018 to extend the term of the Agreement until December 31, 2018 (the “Second Amendment”; the Agreement, the First Amendment and the Second Amendment shall hereinafter collectively be referred to as the “Agreement”); and

WHEREAS, Section 17, which was added to the Agreement upon execution of the Second Amendment, provides that the County Administrative Officer has the authority to approve an extension of the term of the Agreement for up to an additional ninety (90) days, which extension of the term shall end on or before March 31, 2019; and

WHEREAS, the Parties desire to further extend the term of the Agreement as of January 1, 2019 for a period of ninety (90) days, which term shall end on March 31, 2019; and

WHEREAS, Section 13 of the Agreement allows for a modification of the terms of the Agreement by written, mutual consent of the Parties;

NOW, THEREFORE, be it mutually agreed that the Agreement be modified and amended as set forth herein. All terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by the following:

Section 1. TERM shall be amended and replaced in its entirety as follows:

“This Agreement shall be in full force and effect commencing July 1, 2017, and ending on March 31, 2019, unless sooner terminated as provided herein.”

(Remainder of page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the year and date first above written:

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY

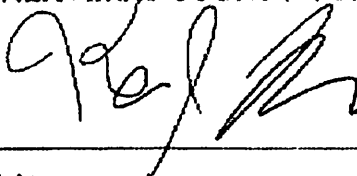
Jeff Wilson, Secretary-Treasurer

Manuel Lopez, Interim County
Administrative Officer

Date

Date

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER



Date

APPROVED AS TO FORM:



County Counsel

01/24/2019

Date

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the year and date first above written:

CALAVERAS MORTUARIES, INC.
A California corporation



Jeff Wilson, Secretary-Treasurer

1-29-2019

Date

CALAVERAS COUNTY

Manuel Lopez, Interim County
Administrative Officer

Date

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

Date

APPROVED AS TO FORM:


County Counsel

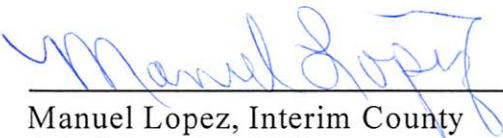
01/24/2019
Date

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the year and date first above written:

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY

Jeff Wilson, Secretary-Treasurer



Manuel Lopez, Interim County
Administrative Officer

Date

2/9/2019

Date

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

Date

APPROVED AS TO FORM:



County Counsel

01/24/2019

Date

SECOND AMENDMENT TO THE
AGREEMENT FOR
CORONER SERVICES
BETWEEN
THE COUNTY OF CALAVERAS
AND
CALAVERAS MORTUARIES, INC.

This Second Amendment to the Agreement for Coroner Services (“Second Amendment”) is effective as of November 1, 2018, by and between the County of Calaveras, a political subdivision of the State of California (“County”), and Calaveras Mortuaries, Inc., a California corporation (“Contractor”). County and Contractor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, effective as of July 1, 2014, the Parties entered into an Agreement for Coroner Services (“Agreement”); and

WHEREAS, the term of the Agreement ended on June 30, 2017, which Agreement was retroactively amended on August 7, 2018 to revive the Agreement as of July 1, 2017 and extend the term to until October 31, 2018 (“First Amendment”; the Agreement and the First Amendment shall hereinafter collectively be referred to as the “Agreement”); and

WHEREAS, the Parties negotiated compensation and other various modifications to the Agreement that were incorporated into the First Amendment; and

WHEREAS, the Parties desire to further extend the term of the Agreement as of November 1, 2018 for a period of two months, which term shall end on December 31, 2018, and contemplate an additional extension of the term for up to ninety (90) days, which extension would end on or before March 31, 2019; and

WHEREAS, Section 13 of the Agreement allows for a modification of the terms of the Agreement by written, mutual consent of the Parties;

NOW, THEREFORE, be it mutually agreed that the Agreement be modified and amended as set forth herein. All terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by the following:

Section 1. TERM shall be amended and replaced in its entirety as follows:

“This Agreement shall be in full force and effect commencing July 1, 2017, and ending on December 31, 2018, unless sooner terminated as provided herein.”

Section 4. COMPENSATION, shall be amended and replaced in its entirety as follows:

“Compensation for services rendered during the period from July 1, 2017 until June 30, 2018 shall be according to Attachment A – Schedule of Compensation (Attachment A), which is incorporated herein by this reference, at such rates as are currently in effect. The Parties agree that, to the extent that the rates may differ between those set forth in Attachment A and those reflected in the invoices provided by Contractor to County for services rendered during that period, no services for which the County has been presented with invoices will be modified further to Attachment A. Compensation for services rendered during the period beginning July 1, 2018 shall be according to Attachment B – Schedule of Compensation, which is incorporated herein by this reference.

For Coroner Services, Contractor shall submit an invoice by the 10th day of each month for services completed in the prior month, which County shall pay Contractor within 30 days of receipt. Contractor shall submit individual invoices for Abandoned/Indigent cases by the 10th day of each month for services completed in the prior month, which County shall pay Contractor within 30 days of receipt. The Parties agree to waive the payment due dates in this paragraph for invoices submitted on or before August 1, 2018.”

Section 17. AMENDMENT, shall be added as follows:

“The County Administrative Officer has the authority to approve an extension of the term of this Agreement set forth in Section 1 for up to an additional ninety (90) days, which extension of the term would end on or before March 31, 2019. In accordance with Section 13, such an amendment must be agreed to in writing and signed by the Contractor and the County Administrative Officer.”

No other terms, conditions or provisions of the Agreement are revised, although they are deemed by the Parties hereto to have been revived as of July 1, 2017 and to have remained and continue to remain in full force and effect pursuant to the Agreement and this Second Amendment.

(Remainder of page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the year and date first above written:

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY

Jeff Wilson, Secretary-Treasurer

Chair, Board of Supervisors

Date

Date 11/13/18

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

Date

ATTEST:

Clerk to the Board of
Supervisors County of
Calaveras, California

Date 11/13/2018

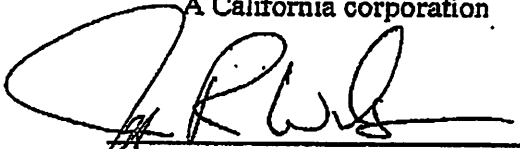
APPROVED AS TO FORM:

County Counsel

Date 10/25/2018

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the year and date first above written:

CALAVERAS MORTUARIES, INC.
A California corporation



Jeff Wilson Secretary-Treasurer

11/7/2018

Date

CALAVERAS COUNTY

Chair, Board of Supervisors

Date

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

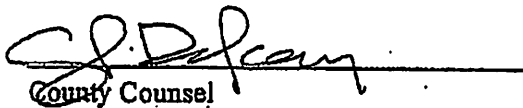
Date

ATTEST:

Clerk to the Board of
Supervisors County of
Calaveras, California

Date

APPROVED AS TO FORM:


County Counsel

10/26/2018

Date

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the year and date first above written:

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY

Jeff Wilson, Secretary-Treasurer

Chair, Board of Supervisors

Date

Date

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

Date

ATTEST:

Clerk to the Board of
Supervisors County of
Calaveras, California

Date

APPROVED AS TO FORM:



County Counsel

10/25/2013

Date

ATTACHMENT A – SCHEDULE OF COMPENSATION

(See following Schedule of Compensation for the period of July 1, 2017 to June 30, 2018.)

"ATTACHMENT A"
SCHEDULE OF COMPENSATION

Payment will be made by the County to Contractor pursuant to the following Rate Schedule:

Base Monthly Fee	\$470.00
Per Case:	
Initial dispatch of staff to investigate as "Deputy Coroner" (per employee dispatch)	\$160.00
Initial use of vehicle by Coroner Staff to respond to dispatch call	\$115.00
Removal and holding facilities until completion of Investigation or autopsy	\$160.00
Use of Facility and Staff for Autopsy: <i>Coroner supplies, such as, but not limited to, body bags, gloves, autopsy aprons and/or equipment shall be supplied or reimbursed at cost by County Coroner</i>	\$300.00
Holding and Refrigeration Facilities (after initial seven (7) days)	\$50.00/day
Other Services Provided: <i>After hours, Sundays and/or Holidays</i> <i>Per man hour or part thereof (other than First Call Removal Services). Such as, but not limited to Autopsies, Family Identification, X-Rays, or staff-time provided before 8:00 AM or after 4:00 PM on normal business days Monday through Saturday, and anytime on Sundays or Holidays observed by the County of Calaveras.</i>	\$200.00/man-hour
Transportation (not including First Call Removal Services)	\$100 base fee out of County plus \$3 per mile one way
Special Situations: <i>For the purposes of this contract, any decedent who resided in Colaveras County, whose family fails to complete arrangements or is unable to complete finances with the mortuary holding the remains within seven (7) days of death, will be considered a Coroner's case as an unclaimed body, regardless of the other circumstances or place of death which may have initially required coroner's services, and will be subject to all the above "Per Case Fees", including First Call Removal and Refrigeration.</i>	\$475.00
*Coroner's Case/Abandoned Decedent (direct cremation only): <i>Any decedent whose family applies for assistance through the County Indigent programs and or fails to complete a valid contract with the mortuary holding the remains within seven (7) days.</i> Mortuary Services	\$679.50
*Cash Advances paid by the Mortuary to other entities as necessary or reasonable and customary: <i>Cash Advance reimbursements are actual charges paid by the Mortuary and could increase or decrease over the life of the contract without altering the contract.</i> California Disposition Permit	\$12.00 (subject to change)
*Crematory charges up to 300 lbs <i>Additional charges apply over 300 lbs</i>	\$258.50 (subject to change)
* The above three charges together are County cremation charge.	
Additional Refrigeration (per day or any part thereof) applies following the seventh (7th) day after Calaveras County has been notified that family claims indigent status or is considered as unclaimed remains per the terms of this contract.	\$50.00/day
Yearly Increases: <i>Each July 1", under the terms of this contract, the following increases are agreed upon:</i> Base Monthly Fee	\$20.00
Per Case Fees:	
Initial Dispatch of Vehicle and use of staff as Deputy Coroners	\$20.00
Removal and Holding Facilities (Refrigeration)	\$5.00
Services Provided after normal hours, Sundays and holidays	\$20.00/man-hour
Transportation	\$20.00/man-hour
Coroner's Cases/Abandoned Decedent	\$25.00

ATTACHMENT B – SCHEDULE OF COMPENSATION

(See following Schedule of Compensation for the period beginning July 1, 2018.)

"ATTACHMENT B"
SCHEDULE OF COMPENSATION

FOR SERVICES PROVIDED BEGINNING JULY 1, 2018	
Base Monthly Fee:	\$550.00
PER CASE FEES:	
INVESTIGATIVE SERVICES:	
Initial Dispatch of Deputy Coroner (Staff and Van)	\$400.00
If additional staff required for assistance with removal or investigation (per person)	\$200.00
If Coroner uses our vehicle	\$200.00
Removal and holding facilities until completion of investigation or autopsy (This fee applies to any removal where a Doctor has not agreed to sign the Death Certificate BEFORE transport.)	\$200.00
Use of Facility and Staff for Autopsy: <i>Coroner supplies, such as, but not limited to, body bags, gloves, autopsy aprons and/or equipment s hall be supplied orreimbursed atcost by County Coroner</i>	\$350.00
Holding and Refrigeration Facilities (after initial seven (7) days) per day or any part thereof.	\$50.00/day
Other Services Provided: <i>After hours. Sundays and/or Holidays Per man hour or pa rt thereof (Other than First Call Removal Services). Such as, but not limited to Autopsies, Family Identification , X-Rays, or staff-time provided before 8:00AM or aft er 4:00 PM on normal business days Monday through Saturday a nd anytime o n Sunday or Holidays (those taken by the Calaveras County Auditor's Office).</i>	\$200.00/man-hour
Any Transportation: (Not including First Call Removal Services) based on Mortuary Trip Price list in effect at time of transport as detailed on the Contractor's General Price List.	
SPECIAL SITUATIONS: <i>For the purposes of this contract, any decedent who resided in Calaveras County, whose family Fails to complete arrangements or is unable t o complete finances or a contract wi th the mortuary holding the r remains within seven (7) days of death , will be considered a Coroner's case as unclaimed body for the purposes if this contract, regardless of the other circums tances or place of death which may not have initially required Coroner's services, and will be subject to all the above "Per Case Fees", including First Call Removal and Refrigeration. ADDITIONAL REFRIGERATION charges of \$50.00 per day (per day or any part thereof) applies after Calaveras County has been notified by that family has not hired a private mortuary.</i>	\$50.00 per day
INDIGENT/ABANDON DECEDENT SERVICES (Direct Cremation Oly): <i>Indigent Cases, defined for the purpose of this contract, means any decedent whose family fails to privately contract with the mortuary for disposition within the first legal right holder's statutory time limits, and/or who applies for assistance through County Indigent programs .</i>	
MORTUARY SERVICES	\$679.50
Cash Advances paid by the Mortuary to other entities such as California Disposition Permits (Currently)	\$12.00
Crematory charges upto 300 lbs (Additional charges may apply if Decedent cremation weight greater than 300lbs) and any other cash advances pai as necessary for reasonable and customary. These Cash Advance reimbursements would be actual charge paid by the Mortuaries and could increase or decrease over the life of the contract wihtout altering the contract. The Coroner, as the legal responsible entity for Indigent Decedents (as defined above), will pay this fee as part of the Contractor's monthly invoice or may submit individual invoices for Indigent/Abandon cases. Coroner may submit bill to Social Services for reimbursement but Cotntractor will be paid by the Coroner regardless of any decision of Social Services.	\$258.50
YEARLY INCREASES: Each July 1st , under the terms of this contract, the following increases are agreed upon:	
Base Monthly Fee	\$25.00
Per Case Fees: Initial Dispatch of a Deputy Coroner (Staff or Van)	\$25.00
Other Services Provided after normal hours, Sundays and holidays, etc.	\$10.00
Transportation based on Mortuary's fee as stated in it's General Price List in effect at time of service Indigent/Abandon Bodies Mortuary Services	\$25.00