

**AGREEMENT FOR CORONER SERVICES
BETWEEN THE
COUNTY OF CALAVERAS
AND
CALAVERAS MORTUARIES, INC.**

THIS AGREEMENT is by and between the COUNTY OF CALAVERAS (hereinafter call "County") and CALAVERAS MORTUARIES, INC. (hereinafter call "Contractor") pursuant to the following terms and conditions:

1. TERM

The term of this Agreement shall commence on the date of execution but shall cover the period July 1, 2014 through June 30, 2017 with a termination date of June 30, 2017.

2. PROJECT

Providing mortuary facilities and services to the Calaveras County Coroner's Office in connection with any statutory duties the Coroner may be required to perform including , but not limited to, those set forth at Government Code Sections 27490 et seq., and for indigent cremation resulting from the Coroner taking possession of the indigent dead under Health & Safety Code §7104(a).

3. DUTIES

On an as-needed basis, Contractor, under the direction of the Calaveras County Coroner's Office, shall assist in decedent transportation, storage, record keeping, and use of its facilities and staff for autopsies and indigent dead, indigent cremation services, and other incidental activities. County and Contractor agree that this agreement does not change any statutory duties, obligation or responsibilities of either party under California Law.

4. COMPENSATION

Compensation shall be according to Attachment A – Schedule of Compensation which is incorporated by reference herein.

For Coroner Services, Contractor shall submit an invoice by the 10th of each month for services completed in the prior month. County shall pay Contractor by the 20th of the each month. Contractor shall submit individual invoices for Coroner/Abandoned cases and County shall pay Contractor within ten (10) business days.

5. INSURANCE REQUIREMENTS

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies and certificates thereof shall provide that, thirty days (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
- B. Automobile Liability insurance with a minimum limit of liability per occurrence of \$500,000.00 for bodily injury and \$100,000.00 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.
- C. Worker's Compensation – in compliance with the statutes of the State of California. County shall maintain a policy of liability insurance in the amount of \$1,000,000 and said policy shall name the Contractor as additional named insured.

6. HOLD HARMLESS

County shall, to the extent allowed by law, indemnify, defend, and hold harmless the Contractor, its officers, agents, and employees from and against any and all claims, demands, liability costs of expenses of any nature, including court costs and reasonable attorney fees, arising out of County's performance of its obligations under this Contract. This obligation to defend and indemnify Contractor does not include claims which arise solely from the active negligence of Contractor or Contractor's employees.

Contractor shall, to the extent allowed by law, indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, liability costs of expenses of any nature, including court costs and reasonable attorney fees, arising out of Contractor's performance of its obligations under this Contract. This obligation to defend and indemnify County does not include claims which arise solely from the active negligence of County or County's employees.

7. TERMINATION

- A. By County at County's option:
 - (1) Upon contractor's failure, refusal, or neglect to perform the duties hereunder other than for reasons of illness.
 - (2) Upon Contractor's failure to cooperate with the County in the performance of its

work under this agreement.

B. By Contractor:

- (1) Upon County's failure, neglect, or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this agreement.

8. STATUS

Contractor and County agree that Contractor is an independent contractor and in no event shall he be considered an employee of the County. Contractor shall be solely liable for all liability and payment due from work and earnings, including, but not limited to all federal, state, and local taxes, Social Security payments, medical and other insurance premiums and retirement levies, and any other attachments or encumbrances on earnings.

9. ASSIGNMENT

This agreement is for the professional services of Contractor and they shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. NOTICE

Any and all notices, reports, or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

COUNTY: Calaveras County Coroner's Office
Government Center
891 Mt. Ranch Road
San Andreas, CA 95249

CONTRACTOR: Calaveras Mortuaries, Inc.
P. O. Box 944
Angels Camp, CA 95222-0944

11. COMPLIANCE

Contractor agrees to comply with all applicable county, state, and federal laws.

12. NONDISCRIMINATION

Contractor agrees to provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or

any other basis prohibited by law.

13. MODIFICATION

This Agreement may only be modified by a written amendment hereto, executed by both parties.

14. SEVERABILITY

If any provisions of this agreement are held to be unenforceable, the remainder of this agreement shall be severable and not affected thereby.

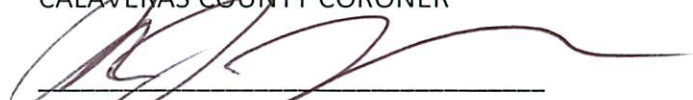
15. SOLE AND ONLY AGREEMENT AND REPLACEMENT OF EARLIER AGREEMENT BETWEEN THE PARTIES.

This Agreement is the sole and only Agreement between the parties regarding the services contemplated by this Agreement. This Agreement shall rescind, nullify and void all previous agreements between the parties regarding the service contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hands this day and year first herein above written.

DATED: 4-14, 2015.

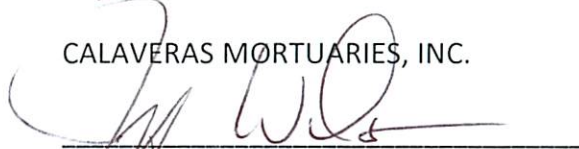
COUNTY OF CALAVERAS
CALAVERAS COUNTY CORONER



Kevin I. Raggio, Coroner

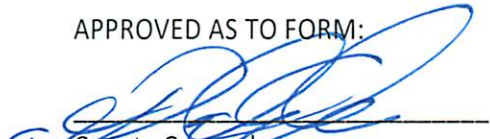
DATED: 4.14, 2015.

CALAVERAS MORTUARIES, INC.



Jeff Wilson, Secretary-Treasurer

APPROVED AS TO FORM:



County Counsel

DATED: 3/27/15

"ATTACHMENT A"

SCHEDULE OF COMPENSATION

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

Base Monthly Fee	\$430.00
Per Case:	
Initial dispatch of staff to investigate as "Deputy Coroner" (per employee dispatch)	\$140.00
Initial use of vehicle by Coroner Staff to respond to dispatch call	\$95.00
Removal and holding facilities until completion of investigation or autopsy	\$240.00
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)	\$200.00/man-hour
Special Situations: <i>For the purposes of this contract, any decedent who resided in Calaveras County, whose family fails to complete arrangement 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 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	\$625.00
Cash Advances paid by the Mortuary to other entities as necessary or reasonable and customary: <i>Cash Advance reimbursement are actual charges paid by the Mortuary and could increase or decrease over the life of the contract without altering the contract</i>	\$12.00 (subject to change)
California Disposition Permit	
Crematory charges up to 300 lbs <i>Additional charges apply over 300 lbs</i>	\$258.50 (subject to change)
Additional Refrigeration (per day or any part thereof) applies following the seventh (7 th) 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: Each July 1st, under the terms of this contract, the following increases are agreed upon:	
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