

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

This First Amendment to the Agreement for Coroner Services ("First Amendment") is made and entered into this 7th day of August, 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 (hereinafter referred to as the "Agreement"); and

WHEREAS, the term of the Agreement ended on June 30, 2017; and

WHEREAS, the Parties desire to revive the Agreement as of July 1, 2017 and extend term of the Agreement for a period of eighteen months, which term shall end on October 31, 2018; and

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

WHEREAS, the Parties have negotiated compensation and other various modifications to the Agreement for the eighteen-month extension;

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 October 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 from July 1, 2018 until October 31, 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 5. INDEMNIFICATION AND INSURANCE, shall be amended and replaced in its entirety as follows:

“Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law. If a claim, suit, or any other legal proceeding is brought by a third party related to any performance under this Agreement, both parties will cooperate in the defense of such an action.

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as, and not less than:

- A. **Commercial General Liability (CGL)**: Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
- B. **Automobile Liability**: Insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- C. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. **Professional Liability**: (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than \$1,000,000 per claim, and \$2,000,000 in the aggregate.
- E. **Excess Coverage**: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- F. **Other Insurance Provisions**: The insurance policies are to contain, or be

endorsed to contain, the following provisions:

- (1) **Additional Insured Status**: The County, its elected representatives, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
- (2) **Primary Coverage**: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary as respects the County, its elected representatives, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation**: Each insurance policy required above shall state that coverage shall not be canceled, except with at least 30 days' prior written notice to the County.
- (4) **Waiver of Subrogation**: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions**: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- (6) **Acceptability of Insurers**: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (7) **Claims Made Policies**: If any of the required policies provide coverage on a claims-made basis:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (8) **Verification of Coverage**: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the

applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County Risk Manager before work commences, and shall be signed by person authorized by that insurer to bind coverage on its behalf. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The County, its elected representatives, officers, agents, employees, and volunteers shall be named as additional insureds on the commercial general and automobile liability insurance policies.

- (9) Subcontractors: If subcontractors are permitted pursuant to Section 9 of this Agreement, Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.
- (10) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.”

Section 10. NOTICE shall be amended to replace the contact for the County with the following:

“COUNTY OF CALAVERAS
County Administrative Office
Timothy Lutz
891 Mountain Ranch Rd.
San Andreas, CA 95249”

Section 16. VENUE shall be added as follows:

“Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Calaveras County, California, and shall be resolved in accordance with the laws of the State of California.”

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 this First Amendment.

(Remainder of page is intentionally left blank.)

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

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY

Jeff Wilson, Secretary-Treasurer



Chair, Board of Supervisors

Date

8/7/2018

Date

CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

Date

ATTEST:



Clerk to the Board of
Supervisors County of
Calaveras, California

8/7/2018

Date

APPROVED AS TO FORM:



County Counsel

7-20-18

Date

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

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY

Jeff Wilson, Secretary-Treasurer

Chair, Board of Supervisors

Date
Samuel Ross
CALAVERAS COUNTY
CALAVERAS COUNTY CORONER

Date

Date

ATTEST:

Clerk to the Board of
Supervisors County of
Calaveras, California

Date

APPROVED AS TO FORM:

County Counsel

Date

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

CALAVERAS MORTUARIES, INC.
A California corporation

CALAVERAS COUNTY



Jeff Wilson, Secretary-Treasurer

Chair, Board of Supervisors

7.31.2018

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

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: <u>After hours, Sundays and/or Holidays</u> <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: Each July 1", 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

ATTACHMENT B – SCHEDULE OF COMPENSATION

(See following Schedule of Compensation for the period of July 1, 2018 to October 31, 2018.)

**"ATTACHMENT B"
SCHEDULE OF COMPENSATION**

FOR SERVICES PROVIDED BETWEEN JULY 1, 2018 THROUGH DECEMBER 31, 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 or reimbursed at cost 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 part thereof (Other than First Call Removal Services). Such as, but not limited to Autopsies, Family Identification, X-Rays, or staff-time provided before 8:00AM or after 4:00 PM on normal business days Monday through Saturday and anytime on 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 to complete finances or a contract with the mortuary holding the 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 circumstances 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 Only): <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 paid 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 without 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 Contractor 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:	\$25.00
Base Monthly Fee	
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