

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

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This Fourth Amendment to the Agreement for Coroner Services (“Third Amendment”) is effective as of April 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”); and

WHEREAS, the Parties entered into a Third Amendment effective as of January 1, 2019 to extend the term of the Agreement until March 31, 2019 (the “Third Amendment”); the Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, the Parties desire to further extend the term of the Agreement as of April 1, 2019 until June 30, 2020; 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

June 30, 2020, unless sooner terminated as provided herein.”

**Section 5.** The title, first paragraph, and second paragraph of which shall be amended and restated in their entirety:

**“INSURANCE**

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 mortuary facilities or the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor’s insurance required by this section will not be triggered to the extent that the claim arises from wrongful or negligent acts or omissions by the County Coroner and/or Deputy Coroner in conducting statutory duties. Coverage shall be at least as broad as, and not less than:”

**Section 6. HOLD HARMLESS** shall be amended and replaced in its entirety as follows:

“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 arising out of County’s performance of its obligations under this Agreement. This obligation to defend and indemnify Contractor does not include claims which arise solely from the intentional, willful, or grossly negligent conduct of Contractor or Contractor’s employees.”

**Section 7. TERMINATION** shall be amended and restated in its entirety as follows:

“A. By County at County’s option:

- (1) Upon Contractor’s failure, refusal, or neglect to perform the duties hereunder; or,
- (2) Upon Contractor’s failure to cooperate with the County in the performance of its work under this Agreement; or,
- (3) At any time, without cause, upon 60 days’ prior written notice to Contractor.

B. By Contractor:

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

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

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

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date