

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

715



FORM APPROVED COUNTY COUNSEL
DATE 1/27/16
BY: GREGORY P. PRIAMOS

FROM: Sheriff – Coroner- PA

SUBMITTAL DATE:
December 8, 2015

SUBJECT: Approve the Agreements with Rubidoux Mortuary-Kimberly Family Chapel and Rose Mortuary to Provide Body Transport Services for the Sheriff's Coroner Department, other than low bid for five years. [All Districts]; [\$550,000- Annual]; [\$2,750,000 Five Year Total]; 80% Department Revenue Collections Program; 20% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreements other than low bid, in the annual aggregate amount of \$550,000 for five years, with the following vendors:
 - a. Rubidoux Mortuary-Kimberly Family Chapel for an amount of \$365,000;
 - b. Rose Mortuary, for an amount of \$185,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to: (a) sign amendments that do not change the substantive terms of the agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed 10% annually, as approved by County Counsel.

BACKGROUND:

Summary

Continued on Page 2

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra
Susana Garcia-Bocanegra

Stan Sniff
Sheriff-Coroner-PA
Will Taylor, Dir. of Administration

PURCHASING & FLEET SERVICES
Lisa Brandl, Director
Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 183,333	\$ 550,000	\$ 2,750,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 36,666	\$ 110,000	\$ 550,000	\$	

SOURCE OF FUNDS: Dept. Rev. – Collections Program 80%,
General Fund 20%

Budget Adjustment: No
For Fiscal Year: 15/16-20/21

C.E.O. RECOMMENDATION: **APPROVE**

BY:
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 10/6/15 3-45/ 9/28/10 3.70 **District:** All **Agenda Number:**

3-28

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11:**

Approve the Agreements with Rubidoux Mortuary-Kimberly Family Chapel and Rose Mortuary to Provide Body Transport Services for the Sheriff's Coroner Department, other than low bid for five years. [All Districts]; [\$550,000- Annual]; [\$2,750,000 Five Year Total]; 80% Department Revenue Collections Program; 20% General Fund

DATE: December 8, 2015

PAGE: 2 of 2 (BR 16-046)

BACKGROUND:

Summary (continued)

Sheriff's Coroner requires transportation services for decedents from the location of their death in Riverside County to the Coroner's forensic centers in Perris and Indio. The County does not charge decedents families when the decedent is a victim of a homicide, when the decedent is a child 14 years or younger, or when the death occurs in the custody of a law enforcement agency, jail or prison. The County collects a transportation fee from private mortuaries when picking up the decedents from either Sheriff's forensic facilities. In FY 14-15, Sheriff/Coroner had 1,863 cases, and the trend for transport service has been increasing in FY 15-16.

Impact on Citizens and Businesses

The need for body transportation services fluctuates unpredictably. The use of contractual transportation services helps to prevent delays to the families of the decedents and prevents the County from overstaffing during period of infrequency.

Contract History and Price Reasonableness

County Purchasing Department issued a Request for Quote (RFQ) SHARC 280, on behalf of the Sheriff's Department and received three bid responses. Based on the service requirement, qualification, experience, and cost proposed, it is recommended that Rubidoux Mortuary-Kimberly Family Chapel and Rose Mortuary both be awarded the contracts to provide the service, and cover the geographical areas in Riverside County. Rubidoux Mortuary-Kimberly Family Chapel will be covering Zone 1, Western County areas that encompass Cabazon west to Riverside County's Western County line and south to San Diego County line. Rose Mortuary will be covering Zone 2, Central County areas that include the Whitewater area east to and including Desert Center and south to San Diego County line, and Zone 3, Eastern County which is from Desert Center east to County line and south to Imperial County line. Both vendors have provided excellent service over the five year term of the previous agreement. The cost range of fees proposed is from \$174.00 to \$225.00 per case. The third bidder, while the lowest cost bidder, is located outside of Riverside County which would prevent them from effectively responding to all zones in a timely manner; thus, impacting the Sheriff's Coroner service level. The rates provided by the low bidder in their bid response were based on an incorrect case load assessment, as the cases they noted per year were very different than those set out in the RFQ package. Additionally, the low bidder's prior experience is limited, whereas the proposed vendors have over 20 plus years in working with Coroner's office. Based on these factors, the bids from Rubidoux Mortuary-Kimberly Family Chapel and Rose Mortuary were determined to be the most responsive.

Rubidoux Mortuary-Kimberly Family Chapel is charging \$225 per case for Zone 1, and Rose Mortuary is charging \$186 per case for Zone 2 and \$225 per case for Zone 3. Although the rates have increased slightly on this bid, both vendors maintained their rates for five years in the previous contractual agreement without any increases. Both vendors are offering prompt payment discounts to the County and fixed rates over the next five years.

Attachments

(2) Contracts – 4 copies each

PERSONAL SERVICE AGREEMENT

For

BODY TRANSPORTATION SERVICES

between

COUNTY OF RIVERSIDE

and

Rubidoux Mortuary–Kimberly Family Chapel



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This Agreement, made and entered into this ____ day of _____, 2016, by and between Rubidoux Mortuary–Kimberly Family Chapel, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "County"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the County relies upon this representation. CONTRACTOR shall perform to the satisfaction of the County and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the County of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2020 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred sixty five thousand dollars (\$365,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof satisfactory to County of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by County. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to County by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by County. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff/Coroner
800 South Redlands Avenue
Perris, CA 92570
Attn: Fiscal Services

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-96270-001-11/20); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall

immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. County may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to County and deliver in the manner as directed by County any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to County.

5.4 After termination, County shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the County immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by County pursuant to this Agreement shall be the sole property of the County. The material, reports or products may be used by the County for any purpose that the County deems to be appropriate, including, but not limit to, duplication and/or distribution within the County or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the County.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the County of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the County's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the County shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the County shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The County may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the County because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with County within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify County within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with County in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, County business operations related to this Agreement.

9.6 CONTRACTOR shall notify County within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the County; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the County's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the County. CONTRACTOR shall provide to the County reports and information related to this Agreement as requested by County.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the County all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the County, any such information to anyone other than the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The County Purchasing Agent, or designee, shall administer this Agreement on behalf of the County. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County OF RIVERSIDE

Sheriff/Coroner
800 South Redlands Avenue
Perris, CA 92570
Claudia Preciado-Arroyo

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Walter Mack

CONTRACTOR

Rubidoux Mortuary–Kimberly Family Chapel
6091 Mission Blvd
Riverside, CA 92509
Dean Kimberly

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the County may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the County'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by County for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to County pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest. The County reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The County agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to County data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable County policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

County OF RIVERSIDE, a political subdivision of the State of California

CONTRACTOR NAME HERE
Rubidoux Mortuary–Kimberly Family Chapel

By: _____
Marion Ashley, Chairman
Board of Supervisors

By:  _____
Name: Donald Denny Kimberly
Title: Owner

Dated: _____

Dated: 2-11-2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____ 1/28/16
Neal Kipnis, Marana L. Victor
Deputy County Counsel

EXHIBIT A

CONTRACTOR SCOPE OF SERVICE REQUIREMENTS

a. Procedural/Operation Requirements

- A. Without exception, CONTRACTOR shall provide two attendants, arriving simultaneously, for residential and at-the scene calls.
- B. One attendant may be dispatched for hospital and institutional calls. Institutional calls shall include in-care institutions, such as nursing homes, sub-acute facilities and mental health institutions.
- C. All remains shall be handled in a professional and dignified manner consistent with the standard of care for the industry.
- D. Unless directed by a Deputy Coroner at the scene or other Coroner Personnel, all remains shall be loaded, transported and delivered in the face-up, arms folded position.
- E. All remains shall be properly and legibly toe tagged with complete Coroner's case number and full name of deceased before removal from location of death. Only Coroner provided toe tags shall be used. When a Deputy Coroner is at the scene, the toe information shall be verified with them.
- F. The use of body bags shall be at the direction of Coroner personnel and should be reserved for homicides, decomposed, charred or mangled remains, or remains with a contagious disease. See sub-section "g" for plastic sheeting.
- G. Plastic sheeting is to be furnished by the CONTRACTOR for use in removal of remains, Said plastic sheet shall be 72 X 108", 2-mil thick. Plastic sheeting shall be used to enfold everybody that is transported by the CONTRACTOR unless provisions of paragraph "F" of this section are applicable.
- H. Homicides and suspicious deaths should be placed in a new body bag and then sealed by the Deputy Coroner for protection of evidence. Placement of the body into the body bag shall be under the supervision of a Deputy Coroner.
- I. CONTRACTOR shall not transport a body with personal property, including jewelry, unless expressly directed by a Deputy Coroner or Coroner Sergeant. CONTRACTOR shall contact a Deputy Coroner or Coroner Sergeant for authorization to transport a body with personal property. CONTRACTOR shall not transport without the before mentioned express authorization. CONTRACTOR may be directed by Sheriff/Coroner to obtain medical record from hospitals to be brought with the body. CONTRACTOR shall not transport vials of blood or other body fluids with the body, unless directed the Coroner personnel.

- J. Not more than one body may be transported in a vehicle, unless multiple removals are to be made from the same site, or made with the approval of a Deputy Coroner or Coroner Sergeant. CONTRACTORS shall not provide body transport services for any individual, entity or business while providing transport services for County. Any violation of this provision may be considered a material breach of contract.
- K. CONTRACTOR's personnel shall direct all conversation to Coroner's personnel at the scene. At no time will be CONTRACTORS or its personnel or any employee of the CONTRACTOR be rude, uncooperative or argumentative with any Sheriff-Coroner Department employee or employee of Riverside County or any citizen involved in a situation where the CONTRACTOR is providing body transport services under this Contract. The County reserves the right to cancel a particular body transport without contract ramifications if, in the opinion of Coroner personnel, CONTRACTOR personnel are acting in an incompetent or dangerous manner or in a manner which likely to destroy or damage evidence. Any such rude or incompetent behavior or activity may be considered a breach of the agreement.
- L. On hospital/institutional calls, any questions by families, friends, the press, etc., shall be referred to the Deputy Coroner handling the case. No interaction with the public shall be in rude, uncooperative or argumentative manner as further set forth in paragraph "k" of this section.
- M. CONTRACTOR's personnel must respond/comply to all questions, requests or directives made by Coroner personnel. Failure to respond to Coroner's personnel questions, requests or directives is considered to be within the definition of the term uncooperative as set forth in paragraph "k" of this section.
- N. Upon arrival at the Coroner's facility, all remains shall be placed in the proper position on a table. CONTRACTOR shall follow all orders and direction of Coroner's representatives, which may include the weighing of bodies. A Coroner representative must be notified prior to departure of CONTRACTOR personnel from the Coroner's facility.
- O. CONTRACTOR shall notify a Deputy Coroner upon arrival at the Indio Forensic Center when transporting homicides, suspicious deaths, and Coroner review cases.
- P. CONTRACTOR personnel are restricted to the receiving areas of the Coroner's forensic centers.
- Q. CONTRACTOR shall be responsible for their own disposal of all biohazard materials removed from death scenes, unless Coroner Personnel specifically request items removed for purpose of disposal.

b. CONTRACTOR and All Personnel Employed by CONTRACTOR

A. CONTRACTOR employee must pass a background investigation conducted by the Sheriff/Coroner after providing all information necessary for the performance of such investigation. Such investigation shall include review of public criminal records. CONTRACTOR shall provide a list of all personnel who will provide services under this contract and all corporate officers or those with an ownership interest in the business. Such list shall include the following information:

1. Full name
2. Any other names the individual has been known by
3. Date of birth
4. City of residence for the last two years

Upon each renewal an updated list shall be provided. CONTRACTOR shall cooperate with any follow up inquiries by the County/Sheriff-Coroner regarding information obtained in such background investigations.

B. CONTRACTOR shall immediately notify Sheriff-Coroner in the event any personnel, corporate officer or individual with an ownership interest in convicted or under investigation involving any of the following listed offenses. This may be cause for denial of application to use CONTRACTOR's employee to supply services under this Contract or termination of the Agreement. The offenses are as follows:

1. Any crimes listed in 290 CPC
2. DUI (regardless of felony or misdemeanor)
3. Within 5 years of contract issuance date (or on probation or parole):
 - a) Vehicle Theft;
 - b) Fraud;
 - c) Stolen Property;
 - d) Crimes of Violence;
 - e) Any crime relating to narcotics or any controlled substance

C. In the event an employee of the CONTRACTOR is convicted or is under investigation, the CONTRACTOR may be given the opportunity to replace that employee without prejudice to the contract. It will be the responsibility of the CONTRACTOR to provide the Sheriff/Coroner with any updated information regarding the conviction of plea or guilty or nolo contendere even to any lesser- included offense are considered convictions. Failure to provide information regarding the identity of the employee, or any other corporate officer or person with ownership interest in the company may result in termination of the contract. Failure to provide information to the Sheriff-Coroner of any information regarding the conviction of any of the above crimes may also result in termination of the contract.

D. Must have valid California driver's license and a driving record acceptable to the Sherriff/Coroner. Driver's license shall be made available upon demand of Sheriff/Coroner personnel.

- E. Must be physically able to perform all duties required to provide services under this agreement, which may include, but not limited to, heavy lifting, hiking over rugged terrain, and driving substantial distances.
- F. CONTRACTOR personnel shall attend an orientation class as designated by Coroner. CONTRACTOR shall maintain records on orientation date and attendance of its personnel for four years from the date of termination or expiration of this Contract. These records shall be made available to Coroner personnel upon request, within 10 business days.
- G. Business attire is required to be worn by CONTRACTOR personnel. Uniforms, such as a polo shirt and BDU style pants, may be worn. Clothing shall be free of stains, tears, or excessive wear. Uniforms will be of a color approved by the County and will be consistent among the CONTRACTOR's employees. CONTRACTOR personnel shall have photo identification cards readily visible. Identification cards shall be the responsibility of the CONTRACTOR to provide to CONTRACTOR personnel.
- H. Except as set forth in Section 3.4, item "k" for safety and protective wear. Such attire is subject to review by Coroner personnel. Examples of such apparel for men's attire may include, but not limited to: a suit coat, trousers neatly pressed, shirt and tie, clean shoes and socks. Examples of such apparel for women will include, but not limited to: a suit coat, dress/skirt or slacks, socks or nylons, and low-heeled shoes. Tattoos, branding, or other form of body art which may be seen by another person must be covered with a skin-toned patch, makeup, or clothing (i.e. long sleeves). Visible facial jewelry is prohibited (e.g. tongue studs, nose ring, eyebrow rings, lip piercing, lobe disks). Coroner staff may ask transportation staff to leave a scene and provide a replacement if the above concealment of body art and piercings requirement is out of compliance.
- I. CONTRACTOR personnel shall not present himself or herself as an employee of the Sheriff-Coroner or Riverside County either by oral or written presentation or omission of material fact. CONTRACTOR is aware that in certain situations, representation by CONTRACTOR personnel as a peace officer may rise to the level of violation of California Penal Code.
- J. CONTRACTOR shall have a business office in Riverside County for transport service located within the geographical boundaries of the Riverside County. Such office shall be available for visitation by Officers and personnel of the Riverside County Sheriff during normal business hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall be available to provide body transportation services 24 hours a day, seven days a week.
- K. CONTRACTOR should have at least three (3) years of experience in body or first call removals for a Coroner's office of equivalent size to Riverside County or five (5) years' experience in body removals for a mortuary handling a minimum of three (300) hundred deaths per year.

c. Response Time

- A. CONTRACTOR shall dispatch a transportation unit immediately after receiving a call from the Coroner, his deputy, or other designated agent. CONTRACTOR personnel shall be in route to the location of the body within fifteen minutes after receiving a call from the Coroner, his deputy, or other designated agent.
- B. Response times should be no greater than driving time, at a legal rate of speed, from the Riverside County business address of the CONTRACTOR to the scene of death.
- C. CONTRACTORS will explain on page 31, Exhibit E, page 1 of 1 of this bid how they dispatch vehicles to meet the County's time requirement for decedent retrieval.
- D. Delays in response time, due to weather, road conditions or service unit working another call shall be reported by CONTRACTOR to the Deputy Coroner on duty or a Coroner Sergeant.
- E. CONTRACTOR shall provide a single telephone number located in Riverside County for dispatch calls for body transport services under this Contract. CONTRACTOR telephone shall be staffed on a twenty-four hour basis. NO ANSWERING SERVICE OR MACHINE
- F. Return time to the Coroner's facility shall be no greater than driving time at a rate of speed from pick-up location to Coroner's facility, unless authorized by Coroner's personnel.

d. Equipment Furnished By CONTRACTOR

- A. Only equipment and/or supplies approved by the Sherriff-Coroner shall be used by CONTRACTOR, including but not limited, to plastic sheeting and body bags.
- B. CONTRACTOR shall own or maintain an adequate number of transport vehicles of van or station wagon type. CONTRACTOR vehicles shall be in good mechanical working order each time they are dispatched to provide body transport services under this Contract. CONTRACTOR vehicles should receive routine mechanical maintenance and repair in a timely manner. CONTRACTOR should routinely inspect their vehicles for needed mechanical repairs and maintenance.
- C. Each vehicle and driver shall be equipped with a non-emergency radio frequency communications between CONTRACTOR field personnel or vehicle and base station located within the County of Riverside.
- D. Vehicles shall be without company name, business logo or any other business-advertising message. Bumper stickers will not be permitted.
- E. Vehicles shall be kept clean inside and out, and interiors shall be sanitary and free from debris at all times.

- F. Vehicles shall be without significant body, paint and/or other damage.
 - G. Each vehicle must be equipped with a minimum of two one-man stretchers with portable cots.
 - H. Any emergency lighting equipment on CONTRACTOR vehicles must comply with the California Vehicle Code.
 - I. Vehicles and equipment are subject at any time to inspection by the Sheriff-Coroner or his designated representative, and CONTRACTOR may be required to replace or repair defective or substandard equipment within 30 days of notification. In the event that removal of said vehicle from CONTRACTOR's fleet will reduce the number of available vehicles below the ability to provide prompt service, or it is a safety issue, the CONTRACTOR must repair immediately.
 - J. CONTRACTOR shall be responsible for and provide their employees all protective clothing, including but not limited to jumpsuits, boots with rugged outdoor soles, rubber and leather gloves.
 - K. CONTRACTOR shall supply all personnel protective equipment, including but not limited to latex disposable gloves. Sheriff-Coroner shall not supply latex gloves.
 - L. CONTRACTOR shall comply with all Cal/OSHA regulations related to respirators and blood borne/ airborne pathogen requirements for its employees.
 - M. CONTRACTOR will be responsible for creating and supplying its employees with a transportation from that will be completed on all transports. This form shall mirror information the Sheriff-Coroner currently uses.
- e. **Equipment Furnished By County Coroner**
- A. Toe Tags

 - B. Bag Tags
 - 1. CONTRACTOR shall be responsible to ensure that they have adequate supplies on each transport.
 - 2. Materials furnished by Sheriff-Coroner will not be used on any other cases except County Coroner's cases.

f. **Prohibition Of Funeral Services Solicitation**

CONTRACTOR and its employees shall not solicit for sale of any goods or funeral services at the residence or in the presence of any friend or relative of the deceased by any means whatsoever. This includes but is not limited to any oral or written representations or statements, handing out, or leaving on the premises, any printed material that would carry the name of any business or company

that in any way might imply a solicitation for a business or service. Any violation of this provision maybe considered a material breach of the agreement.

g. Areas of service

CONTRACTOR shall provide all necessary personnel equipment and supplies to accomplish prompt transportation of Sheriff-Coroner's cases, as directed by the County of Riverside Sheriff Coroner's Office, from pickup sites within all established Areas, as specified in this contract to Coroner's Facilities located at 800 S. Redlands BLVD, Perris, CA. or 47-225 Oasis Street, Indio, CA., on a twenty-four (24) hour a day, seven (7) days a week basis.

Area #1 - Western County: Cabazon west to Riverside County Western County line with Orange County and San Bernardino, including south to San Diego County line.

Area #2 - Central County: Whitewater area east to and including Desert Center to bordering Central San Bernardino County line and south to San Diego County line.

Area #3 - Eastern County: From Desert Center east to County line and south to Imperial County line.

- a. In most instances, all cases within Areas #2 Central and #3 Eastern County would be transported to the Indio Forensic Center. Cases within Area #1 Western County would be transported to the Perris Forensic Center.

h. Miscellaneous

- A. The County of Riverside Coroner reserves the option, in the case of disaster or unusual situations, to select other sources of removal and transportation to temporary morgue facilities.
- B. The Coroner shall have the option of transporting their own bodies from scenes and/or facilities with no obligations to CONTRACTOR.

EXHIBIT B

PAYMENT PROVISIONS

- A. Bid Price per case in Area 1 in Riverside County: \$225.00 per Case
- B. Bid Price per case in Areas 2 and 3 in Riverside County: NA per Case
- C. Trips outside the County of Riverside:
 - 1. Contractor may be required to make infrequent and reasonable trips outside of Riverside County. For cases over 50 miles round trip only, Contractor may charge a \$25.00/flat rate in addition to the base case charge of \$225.
- D. CALL BACK FEE \$25.00 flat rate from Contractor's place of work to pick up location (portal to portal).
- E. Payment Terms: 5% discount for prompt payment before 30 days of invoice due date.

PERSONAL SERVICE AGREEMENT

For

BODY TRANSPORTATION SERVICES

between

COUNTY OF RIVERSIDE

and

Rose Mortuary & Crematory



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This Agreement, made and entered into this ___ day of ____, 2016, by and between Rose Mortuary & Crematory, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "County"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the County relies upon this representation. CONTRACTOR shall perform to the satisfaction of the County and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the County of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2020 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred eighty five thousand dollars (\$185,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof satisfactory to County of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by County. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to County by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by County. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff/Coroner
800 South Redlands Avenue
Perris, CA 92570
Attn: Fiscal Services

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-96270-002-11/20); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall

immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. County may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to County and deliver in the manner as directed by County any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to County.

5.4 After termination, County shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the County immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by County pursuant to this Agreement shall be the sole property of the County. The material, reports or products may be used by the County for any purpose that the County deems to be appropriate, including, but not limit to, duplication and/or distribution within the County or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the County.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the County of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the County's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the County shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the County shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The County may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the County because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with County within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify County within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with County in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, County business operations related to this Agreement.

9.6 CONTRACTOR shall notify County within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the County; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the County's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the County. CONTRACTOR shall provide to the County reports and information related to this Agreement as requested by County.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the County all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the County, any such information to anyone other than the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The County Purchasing Agent, or designee, shall administer this Agreement on behalf of the County. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County OF RIVERSIDE

Sheriff/Coroner
800 South Redlands Avenue
Perris, CA 92570
Claudia Preciado-Arroyo

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Procurement Contract Specialist

CONTRACTOR

Rose Mortuary Crematory
66424 Pierson Blvd
Desert Hot Springs, CA 92240
Tamara Vradenburg

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the County may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by County for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to County pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest. The County reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The County agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to County data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable County policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

County OF RIVERSIDE, a political subdivision of the State of California

By: _____
Marion Ashley, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Marsha L. Victor 1/28/16
Neal Kipnis, Marsha L. Victor
Deputy County Counsel

CONTRACTOR NAME HERE

Rose Mortuary & Crematory

By: [Signature]
Name: Tamara Vradenburg
Title: owner

Dated: 2/9/16

EXHIBIT A

CONTRACTOR SCOPE OF SERVICE REQUIREMENTS

1. Procedural/Operation Requirements

- A. Without exception, CONTRACTOR shall provide two attendants, arriving simultaneously, for residential and at-the scene calls.
- B. One attendant may be dispatched for hospital and institutional calls. Institutional calls shall include in-care institutions, such as nursing homes, sub-acute facilities and mental health institutions.
- C. All remains shall be handled in a professional and dignified manner consistent with the standard of care for the industry.
- D. Unless directed by a Deputy Coroner at the scene or other Coroner Personnel, all remains shall be loaded, transported and delivered in the face-up, arms folded position.
- E. All remains shall be properly and legibly toe tagged with complete Coroner's case number and full name of deceased before removal from location of death. Only Coroner provided toe tags shall be used. When a Deputy Coroner is at the scene, the toe information shall be verified with them.
- F. The use of body bags shall be at the direction of Coroner personnel and should be reserved for homicides, decomposed, charred or mangled remains, or remains with a contagious disease. See sub-section "g" for plastic sheeting.
- G. Plastic sheeting is to be furnished by the CONTRACTOR for use in removal of remains, Said plastic sheet shall be 72 X 108", 2-mil thick. Plastic sheeting shall be used to enfold everybody that is transported by the CONTRACTOR unless provisions of paragraph "F" of this section are applicable.
- H. Homicides and suspicious deaths should be placed in a new body bag and then sealed by the Deputy Coroner for protection of evidence. Placement of the body into the body bag shall be under the supervision of a Deputy Coroner.
- I. CONTRACTOR shall not transport a body with personal property, including jewelry, unless expressly directed by a Deputy Coroner or Coroner Sergeant. CONTRACTOR shall contact a Deputy Coroner or Coroner Sergeant for authorization to transport a body with personal property. CONTRACTOR shall not transport without the before mentioned express authorization. CONTRACTOR may be directed by Sheriff/Coroner to obtain medical record from hospitals to be brought with the body. CONTRACTOR shall not transport vials of blood or other body fluids with the body, unless directed the Coroner personnel.

- J. Not more than one body may be transported in a vehicle, unless multiple removals are to be made from the same site, or made with the approval of a Deputy Coroner or Coroner Sergeant. CONTRACTORS shall not provide body transport services for any individual, entity or business while providing transport services for County. Any violation of this provision may be considered a material breach of contract.
- K. CONTRACTOR's personnel shall direct all conversation to Coroner's personnel at the scene. At no time will be CONTRACTORS or its personnel or any employee of the CONTRACTOR be rude, uncooperative or argumentative with any Sheriff-Coroner Department employee or employee of Riverside County or any citizen involved in a situation where the CONTRACTOR is providing body transport services under this Contract. The County reserves the right to cancel a particular body transport without contract ramifications if, in the opinion of Coroner personnel, CONTRACTOR personnel are acting in an incompetent or dangerous manner or in a manner which likely to destroy or damage evidence. Any such rude or incompetent behavior or activity may be considered a breach of the agreement.
- L. On hospital/institutional calls, any questions by families, friends, the press, etc., shall be referred to the Deputy Coroner handling the case. No interaction with the public shall be in rude, uncooperative or argumentative manner as further set forth in paragraph "k" of this section.
- M. CONTRACTOR's personnel must respond/comply to all questions, requests or directives made by Coroner personnel. Failure to respond to Coroner's personnel questions, requests or directives is considered to be within the definition of the term uncooperative as set forth in paragraph "k" of this section.
- N. Upon arrival at the Coroner's facility, all remains shall be placed in the proper position on a table. CONTRACTOR shall follow all orders and direction of Coroner's representatives, which may include the weighing of bodies. A Coroner representative must be notified prior to departure of CONTRACTOR personnel from the Coroner's facility.
- O. CONTRACTOR shall notify a Deputy Coroner upon arrival at the Indio Forensic Center when transporting homicides, suspicious deaths, and Coroner review cases.
- P. CONTRACTOR personnel are restricted to the receiving areas of the Coroner's forensic centers.
- Q. CONTRACTOR shall be responsible for their own disposal of all biohazard materials removed from death scenes, unless Coroner Personnel specifically request items removed for purpose of disposal.

2. CONTRACTOR and All Personnel Employed by CONTRACTOR

A. CONTRACTOR employee must pass a background investigation conducted by the Sheriff/Coroner after providing all information necessary for the performance of such investigation. Such investigation shall include review of public criminal records. CONTRACTOR shall provide a list of all personnel who will provide services under this contract and all corporate officers or those with an ownership interest in the business. Such list shall include the following information:

1. Full name
2. Any other names the individual has been known by
3. Date of birth
4. City of residence for the last two years

Upon each renewal an updated list shall be provided. CONTRACTOR shall cooperate with any follow up inquiries by the County/Sheriff-Coroner regarding information obtained in such background investigations.

B. CONTRACTOR shall immediately notify Sheriff-Coroner in the event any personnel, corporate officer or individual with an ownership interest in convicted or under investigation involving any of the following listed offenses. This may be cause for denial of application to use CONTRACTOR's employee to supply services under this Contract or termination of the Agreement. The offenses are as follows:

1. Any crimes listed in 290 CPC
2. DUI (regardless of felony or misdemeanor)
3. Within 5 years of contract issuance date (or on probation or parole):
 - a) Vehicle Theft;
 - b) Fraud;
 - c) Stolen Property;
 - d) Crimes of Violence;
 - e) Any crime relating to narcotics or any controlled substance

C. In the event an employee of the CONTRACTOR is convicted or is under investigation, the CONTRACTOR may be given the opportunity to replace that employee without prejudice to the contract. It will be the responsibility of the CONTRACTOR to provide the Sheriff/Coroner with any updated information regarding the conviction of plea or guilty or nolo contendere even to any lesser- included offense are considered convictions. Failure to provide information regarding the identity of the employee, or any other corporate officer or person with ownership interest in the company may result in termination of the contract. Failure to provide information to the Sheriff-Coroner of any information regarding the conviction of any of the above crimes may also result in termination of the contract.

D. Must have valid California driver's license and a driving record acceptable to the Sherriff/Coroner. Driver's license shall be made available upon demand of Sheriff/Coroner personnel.

- E. Must be physically able to perform all duties required to provide services under this agreement, which may include, but not limited to, heavy lifting, hiking over rugged terrain, and driving substantial distances.
- F. CONTRACTOR personnel shall attend an orientation class as designated by Coroner. CONTRACTOR shall maintain records on orientation date and attendance of its personnel for four years from the date of termination or expiration of this Contract. These records shall be made available to Coroner personnel upon request, within 10 business days.
- G. Business attire is required to be worn by CONTRACTOR personnel. Uniforms, such as a polo shirt and BDU style pants, may be worn. Clothing shall be free of stains, tears, or excessive wear. Uniforms will be of a color approved by the County and will be consistent among the CONTRACTOR's employees. CONTRACTOR personnel shall have photo identification cards readily visible. Identification cards shall be the responsibility of the CONTRACTOR to provide to CONTRACTOR personnel.
- H. Except as set forth in Section 3.4, item "k" for safety and protective wear. Such attire is subject to review by Coroner personnel. Examples of such apparel for men's attire may include, but not limited to: a suit coat, trousers neatly pressed, shirt and tie, clean shoes and socks. Examples of such apparel for women will include, but not limited to: a suit coat, dress/skirt or slacks, socks or nylons, and low-heeled shoes. Tattoos, branding, or other form of body art which may be seen by another person must be covered with a skin-toned patch, makeup, or clothing (i.e. long sleeves). Visible facial jewelry is prohibited (e.g. tongue studs, nose ring, eyebrow rings, lip piercing, lobe disks). Coroner staff may ask transportation staff to leave a scene and provide a replacement if the above concealment of body art and piercings requirement is out of compliance.
- I. CONTRACTOR personnel shall not present himself or herself as an employee of the Sheriff-Coroner or Riverside County either by oral or written presentation or omission of material fact. CONTRACTOR is aware that in certain situations, representation by CONTRACTOR personnel as a peace officer may rise to the level of violation of California Penal Code.
- J. CONTRACTOR shall have a business office in Riverside County for transport service located within the geographical boundaries of the Riverside County. Such office shall be available for visitation by Officers and personnel of the Riverside County Sheriff during normal business hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall be available to provide body transportation services 24 hours a day, seven days a week.
- K. CONTRACTOR should have at least three (3) years of experience in body or first call removals for a Coroner's office of equivalent size to Riverside County or five (5) years' experience in body removals for a mortuary handling a minimum of three (300) hundred deaths per year.

3. Response Time

- A. CONTRACTOR shall dispatch a transportation unit immediately after receiving a call from the Coroner, his deputy, or other designated agent. CONTRACTOR personnel shall be in route to the location of the body within fifteen minutes after receiving a call from the Coroner, his deputy, or other designated agent.
- B. Response times should be no greater than driving time, at a legal rate of speed, from the Riverside County business address of the CONTRACTOR to the scene of death.
- C. CONTRACTORS will explain on page 31, Exhibit E, page 1 of 1 of this bid how they dispatch vehicles to meet the County's time requirement for decedent retrieval.
- D. Delays in response time, due to weather, road conditions or service unit working another call shall be reported by CONTRACTOR to the Deputy Coroner on duty or a Coroner Sergeant.
- E. CONTRACTOR shall provide a single telephone number located in Riverside County for dispatch calls for body transport services under this Contract. CONTRACTOR telephone shall be staffed on a twenty-four hour basis. NO ANSWERING SERVICE OR MACHINE
- F. Return time to the Coroner's facility shall be no greater than driving time at a rate of speed from pick-up location to Coroner's facility, unless authorized by Coroner's personnel.

4. Equipment Furnished By CONTRACTOR

- A. Only equipment and/or supplies approved by the Sherriff-Coroner shall be used by CONTRACTOR, including but not limited, to plastic sheeting and body bags.
- B. CONTRACTOR shall own or maintain an adequate number of transport vehicles of van or station wagon type. CONTRACTOR vehicles shall be in good mechanical working order each time they are dispatched to provide body transport services under this Contract. CONTRACTOR vehicles should receive routine mechanical maintenance and repair in a timely manner. CONTRACTOR should routinely inspect their vehicles for needed mechanical repairs and maintenance.
- C. Each vehicle and driver shall be equipped with a non-emergency radio frequency communications between CONTRACTOR field personnel or vehicle and base station located within the County of Riverside.
- D. Vehicles shall be without company name, business logo or any other business-advertising message. Bumper stickers will not be permitted.
- E. Vehicles shall be kept clean inside and out, and interiors shall be sanitary and free from debris at all times.

- F. Vehicles shall be without significant body, paint and/or other damage.
- G. Each vehicle must be equipped with a minimum of two one-man stretchers with portable cots.
- H. Any emergency lighting equipment on CONTRACTOR vehicles must comply with the California Vehicle Code.
- I. Vehicles and equipment are subject at any time to inspection by the Sheriff-Coroner or his designated representative, and CONTRACTOR may be required to replace or repair defective or substandard equipment within 30 days of notification. In the event that removal of said vehicle from CONTRACTOR's fleet will reduce the number of available vehicles below the ability to provide prompt service, or it is a safety issue, the CONTRACTOR must repair immediately.
- J. CONTRACTOR shall be responsible for and provide their employees all protective clothing, including but not limited to jumpsuits, boots with rugged outdoor soles, rubber and leather gloves.
- K. CONTRACTOR shall supply all personnel protective equipment, including but not limited to latex disposable gloves. Sheriff-Coroner shall not supply latex gloves.
- L. CONTRACTOR shall comply with all Cal/OSHA regulations related to respirators and blood borne/ airborne pathogen requirements for its employees.
- M. CONTRACTOR will be responsible for creating and supplying its employees with a transportation from that will be completed on all transports. This form shall mirror information the Sheriff-Coroner currently uses.

5. Equipment Furnished By County Coroner

A. Toe Tags

B. Bag Tags

- 1. CONTRACTOR shall be responsible to ensure that they have adequate supplies on each transport.
- 2. Materials furnished by Sheriff-Coroner will not be used on any other cases except County Coroner's cases.

6. Prohibition Of Funeral Services Solicitation

CONTRACTOR and its employees shall not solicit for sale of any goods or funeral services at the residence or in the presence of any friend or relative of the deceased by any means whatsoever. This includes but is not limited to any oral or written representations or statements, handing out, or leaving on the premises, any printed material that would carry the name of any business or company

that in any way might imply a solicitation for a business or service. Any violation of this provision maybe considered a material breach of the agreement.

7. Areas of service

CONTRACTOR shall provide all necessary personnel equipment and supplies to accomplish prompt transportation of Sheriff-Coroner's cases, as directed by the County of Riverside Sheriff Coroner's Office, from pickup sites within all established Areas, as specified in this contract to Coroner's Facilities located at 800 S. Redlands BLVD, Perris, CA. or 47-225 Oasis Street, Indio, CA., on a twenty-four (24) hour a day, seven (7) days a week basis.

Area #1 - Western County: Cabazon west to Riverside County Western County line with Orange County and San Bernardino, including south to San Diego County line.

Area #2 - Central County: Whitewater area east to and including Desert Center to bordering Central San Bernardino County line and south to San Diego County line.

Area #3 - Eastern County: From Desert Center east to County line and south to Imperial County line.

- a. In most instances, all cases within Areas #2 Central and #3 Eastern County would be transported to the Indio Forensic Center. Cases within Area #1 Western County would be transported to the Perris Forensic Center.

8. Miscellaneous

- A. The County of Riverside Coroner reserves the option, in the case of disaster or unusual situations, to select other sources of removal and transportation to temporary morgue facilities.
- B. The Coroner shall have the option of transporting their own bodies from scenes and/or facilities with no obligations to CONTRACTOR.

EXHIBIT B

PAYMENT PROVISIONS

- A. Bid Price per case in Area 1 in Riverside County: N/A per Case
- B. Bid Price per case in Areas 2 in Riverside County: \$186.00 per Case
- C. Bid Price per case in Areas 3 in Riverside County: \$225.00 per Case
- D. Trips outside the County of Riverside:
 - 1. Contractor may be required to make infrequent and reasonable trips outside of Riverside County. Trips outside County Borders in excess of 50 miles, Contractors may charge \$1.95 per mile.
- E. No CALL BACK Fee rate from Contractor's place of work to pick up location (portal to portal).
- D. Payment Terms: 1.5% discount for prompt payment within 15 days of invoice date.
- F. Cases transported from Zone 2 or, Zone 3 to Zone 1, to the Perris Coroner's Office is \$225.00.