

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



ITEM: 3.46  
(ID # 19367)

**MEETING DATE:**  
Tuesday, June 28, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve Amendment No. 1 to the Professional Service Agreement for Body Transportation Services for the Riverside County Sheriff-Coroner/Public Administrator between County of Riverside and TDJ Partners, Inc. DBA Rubidoux Mortuary Kimberly Family Chapel. All Districts; [Total Ten-Year Aggregate Cost \$6,000,000; up to \$600,000 in Additional Compensation - 80% Department Revenue Collections Program; 20% Sheriff's Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Amendment No. 1 (Amendment No. 1) to the Professional Service Agreement for Body Transportation Services for the Riverside County Sheriff-Coroner/Public Administrator between County of Riverside and TDJ Partners Inc. DBA Rubidoux Mortuary Kimberly Family Chapel (Agreement) to increase the total contract aggregate amount by \$2,000,000 from \$4,000,000 to \$6,000,000 through the current period of performance of November 30, 2030, and authorize the Chair of the Board to sign Amendment No. 1 on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign additional amendments that exercise the options of the Agreement that stay within the intent of the Agreement, including modification of the Scope of Services requirements, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement.

**ACTION:Policy**

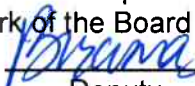
  
Joseph Belli 6/22/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 28, 2022  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 660,000	\$ 660,000	\$ 6,600,000	\$ 0
<b>NET COUNTY COST</b>	\$ 132,000	\$ 132,000	\$ 1,320,000	\$ 0
<b>SOURCE OF FUNDS:</b> Dept. Rev. – Collections Program 80%, Sheriff's Budget 20%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22- 29/30

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On December 15, 2020 (Minute Order 3.32), the Board of Supervisors approved the Professional Service Agreement for Body Transportation Services for the Riverside County Sheriff-Coroner/Public Administrator between County of Riverside and TDJ Partners, Inc. DBA Rubidoux Mortuary (Agreement) with spending authority of \$400,000 annually. At that time, the full impact of the pandemic and pandemic related deaths on the Coroners Bureau was unknown. Because of the increased number of bodies transported, the Coroners Bureau must update the spending options with TDJ Partners, Inc. DBA Rubidoux Mortuary Kimberly Family Chapel to meet the demand. We are requesting the spending authority on the existing contract to be aggregate, rather than annual, with estimated spending for FY 21/22 at \$660,000 and for FY 22/23 estimated at \$660,000.

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.

**Contract History and Price Reasonableness**

Body Transportation was a competitive bid via Request for Quote (RFQ SHARC 447) and on December 15, 2020 (Minute Order 3.32), the Board of Supervisors approved the Agreement with TDJ Partners, Inc. DBA Rubidoux Mortuary for transportation services. The Department is now before the Board with an amount increase, but not a term increase.

**Previous Agenda Reference**

Minute Order 3.32 12/15/2020


**Impact on Citizens and Businesses**

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

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**Attachments**

Three (3) copies of Amendment No. 1 to the Professional Service Agreement



Suzanna H. Coley, Assistant Director of Purchasing and Fleet Service

6/17/2022



Cynthia M. Guanzel, Chief Deputy County Counsel

6/16/2022

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH

TDJ PARTNERS INC. DBA RUBIDOUX MORTUARY KIMBERLY FAMILY CHAPEL

Original Contract Term:	12/1/2020 through 11/30/2030
Effective Date of Amendment:	May 24, 2022 (Board Approval)
Original Maximum Contract Amount:	\$4,000,000
New Maximum Contract Amount:	\$6,000,000 (aggregate amount)
Contract ID:	SHARC-96270-001-11/30

This Amendment No. 1 to the Professional Service Agreement (“Amendment No. 1”) between the County of Riverside (“COUNTY”) and TDJ PARTNERS INC., a California corporation DBA RUBIDOUX MORTUARY KIMBERLY FAMILY CHAPEL (“CONTRACTOR”) is entered into by and between COUNTY and CONTRACTOR, effective May 1, 2022, sometimes collectively referred to herein as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Body Transportation Services for the Riverside County Sheriff-Coroner/Public Administrator (the “Agreement”), effective December 1, 2020;

WHEREAS, the Parties desire to amend the Agreement to increase the maximum aggregate amount by \$2,000,000 and update the fee schedule for each service performed by replacing Exhibit B (Payment Provisions) with an amended Exhibit B-1 (Payment Provisions).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The “EXHIBIT B” PAYMENT PROVISIONS is deleted in its entirety and replaced with the “AMENDED EXHIBIT B-1” PAYMENT PROVISIONS.
3. The second sentence of Section 3.1 (Compensation) of the Agreement is hereby deleted and replaced with the following: “Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of \$6,000,000, including all expenses.”
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

[Signature page to follow]

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
TDJ PARTNERS INC. DBA RUBIDOUX MORTUARY

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

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

By: Jeff Hewitt  
Jeff Hewitt, Chair  
Board of Supervisors

Dated: 04/28/2022

TDJ Partners, Inc. DBA Rubidoux  
Mortuary Kimberly Family Chapel

By: Jennifer Rubenstein  
Jennifer Rubenstein  
President

Dated: 5/3/22

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: Melinda Smith  
Deputy

APPROVED AS TO FORM:

County Counsel

By: Amrit P. Dhillon  
Amrit P. Dhillon  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
TDJ PARTNERS INC. DBA RUBIDOUX MORTUARY KIMBERLY FAMILY CHAPEL

**AMENDED EXHIBIT "B-1"**

**PAYMENT PROVISIONS**

- A. All cost shall be included in the "Price" per case. CONTRACTOR shall provide at his own expense all labor, materials, equipment, insurance coverage, permits and licenses (as applicable) to provide the services specified herein at the quoted price per case. No additional expenditure shall be authorized and/or paid by the COUNTY.

The COUNTY reserves the right to supplement this contract with other firms in the event more vehicles and personnel are needed then the normal requirements dictate.

Bid Price per case in Areas 1 in Riverside County:     \$258.75     Case

Bid Price per case in Areas 2 in Riverside County:     N/A     Case

Bid Price per case in Areas 3 in Riverside County:     N/A     Case

- B. Trips outside the County of Riverside:  
CONTRACTOR may be required to make infrequent and reasonable trips outside of Riverside County. In this instance only, CONTRACTOR may, for cases over 50 miles round trip, charge/per mile.

PRICE OUTSIDE OF THE GEOGRAPHICAL BORDERS \$50.00 Flat Rate. IN EXCESS OF 50 MILES ROUND TRIP

CALL BACK FEE \$ 50.00 Flat Rate PORTAL TO PORTAL

- C. Reimbursement is based on the private vehicle mileage rate standard set by the Internal Revenue Service. <https://www.irs.gov/newsroom/standard-mileage-rates-for-2022>

1. 58.5 cents per mile for business miles driven for 2022.
2. 18 cents per mile driven for medical or moving purposes for 2022.