# Contract Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts. A contract Report is to be completed and submitted with all Contracts to the Board of Supervisors' Division of the County Clerk's Office. Department Heads are responsible for:

- **Contract No.** 19-0010
- **Delineator**
- **Trait**
- **Fiscal Year** 19/20-21/22

Delineators .a., .b., etc. = Subcontracts  
.1., .2., etc. = Contract Amendments  
Fiscal year = (optional to be used for new FY Contracts in same # continuing contract)  
Traits = P/Pending - Original Contract Not on File/to be submitted  
GP/Grant pending - Original contract to be submitted if grant is awarded  
E/Exempt - Original Contract Exempt from Filing with Clerk  
A/Acknowledgment - Contract Acknowledgment Pending

<table>
<thead>
<tr>
<th>Contract Category</th>
<th>Professional Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administering Department</td>
<td>Sheriff-Coroner</td>
<td></td>
</tr>
<tr>
<td>Contract Executed by</td>
<td>Sheriff</td>
<td></td>
</tr>
<tr>
<td>Authority for Execution</td>
<td>TITLE 09.04.01 COUNTY ADMIN POLICY</td>
<td></td>
</tr>
<tr>
<td>Contractor Name</td>
<td>SWEET-OLSEN FAMILY MORTUARY</td>
<td></td>
</tr>
<tr>
<td>Description of Contract</td>
<td>CORONER'S REMOVAL/TRANSPORT/STORAGE SERVICES</td>
<td></td>
</tr>
<tr>
<td>Contractor's Tax ID No.</td>
<td></td>
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<table>
<thead>
<tr>
<th>Beg. Term Date</th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending Term Date</td>
<td>06/30/2022</td>
</tr>
<tr>
<td>Recommended Review Date</td>
<td></td>
</tr>
</tbody>
</table>

If no termination date is specified within the contract, indicate recommended review date not.

<table>
<thead>
<tr>
<th>Contract Amount Paid by County $:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Contract Amount Paid to County $:</td>
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<tr>
<td>Contract's Maximum Amount $:</td>
<td>$ 200,000.00</td>
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<tr>
<td>Other Terms</td>
<td>CONTRACT AMOUNT PAID AS NEEDED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance Required</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Ending Term Review Date</td>
<td></td>
</tr>
<tr>
<td>Insurance Waiver from County Counsel (requires County Counsel Initials)</td>
<td></td>
</tr>
</tbody>
</table>

## Clerk's Notes

Please indicate other changes to be made to database and whether contract is open, closed, renewal being processed, etc.
CORONER'S SERVICES AGREEMENT

This Coroner's Services Agreement is made and entered into as of this ___th day of ________, 2019, by and between SWEET-OLSEN FAMILY MORTUARY (herein referred to as CONTRACTOR) and the COUNTY OF GLENN, (herein referred to as GLENN COUNTY), a political subdivision of the State of California,

RECITALS

WHEREAS, GLENN COUNTY has determined that it is necessary to obtain a contractor to provide Coroner's Services (Removal, Transport, and Morgue Services) for cases referred on an "as requested" basis for the GLENN COUNTY Sheriff/Coroner's Office; and

WHEREAS, the CONTRACTOR has the facilities, staff and resources to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CONTRACTOR and GLENN COUNTY agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR agrees to furnish personnel and equipment necessary to provide removal, transport, and morgue service for coroner's cases on an "as requested" basis for the GLENN COUNTY Sheriff/Coroner's Office. Services shall include, but not limited to those set forth in Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof. If a service is performed by CONTRACTOR that is an additional service, not described in Exhibit "A", but is mutually agreed upon between CONTRACTOR and GLENN COUNTY in advance, the price shall be in accordance with CONTRACTOR's current list pricing schedule.

II. TERM

This Agreement shall be effective and commence as of date first written above, upon being fully executed by both parties hereto, and shall expire on June 30, 2022. This agreement may, upon mutual agreement between the parties and according to the terms and conditions of the existing agreement, be renewed in one (1) year intervals for a maximum total term of two (2) years.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:
CONTRACTOR: GLENN COUNTY:
Sweet-Olsen Family Mortuary Glenn County Sheriff’s Office
825 A Street Contract Officer
Orland, CA 95963 543 West Oak Street
Willows, CA 95988

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR and GLENN COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Glenn County, California.

VI. STATUS OF CONTRACTOR

It is understood and agreed that CONTRACTOR and GLENN COUNTY, are independent parties contracting solely for the purpose of effectuating this Agreement, and neither party, nor any agents, representatives or employees of that party, shall be considered agents, representatives or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

VII. CONFIDENTIALITY

Each party, its agents, representatives and employees agrees to keep strictly confidential and hold in trust all confidential information of the other party and not reveal any confidential information to any third party without the express written consent of the other party.

VIII. CONFLICT OF INTEREST

CONTRACTOR and GLENN COUNTY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.
IX. **Nondiscrimination in Employment, Services, Benefits & Facilities**

CONTRACTOR and GLENN COUNTY covenant that there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in connection with the performance of this Agreement.

X. **Indemnification**

CONTRACTOR shall defend, indemnify, and hold harmless GLENN COUNTY, its Board of Supervisors, officers, directors, agents, employees, subcontractors AND VOLUNTEERS from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees, or volunteers.

GLENN COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its Board of Supervisors, officers, directors, agents, employees, subcontractors and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney’s fees, arising out of or resulting from the performance of this Agreement, caused by the negligent or intentional acts or omissions of GLENN COUNTY’S officers, directors, agents, employees, subcontractors or volunteers.

It is the intention of GLENN COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, Board of Supervisors, and subcontractors. It is also the intention of GLENN COUNTY and CONTRACTOR that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, and employees, volunteers, Board of Supervisors and subcontractors.

XI. **Insurance**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:
a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 2504) or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 11 18 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this
provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**
Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

**Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

**Claims Made Policies** (only applicable to professional liability)
If any of the required policies provide claims-made coverage:
1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**Verification of Coverage**
Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**
County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**XII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

A. Compensation under this Agreement shall be per the provisions set forth in Exhibit B, incorporated herein and made by reference a part hereof, or Exhibit B as modified by CONTRACTOR in accordance with express provisions as stated on page 4, Section XIV.

B. CONTRACTOR shall submit an invoice to GLENN COUNTY on a monthly basis, upon verification of services provided. Invoices shall be submitted
to GLENN COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and GLENN COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. GLENN COUNTY shall maintain for four years following termination of this agreement full and complete documentation of all services and payments associated with performing the services covered under this Agreement. Payment documentation shall include: Dates of Service, County Case Numbers, and Decedents’ Names.

XIII. SUBCONTRACTS, ASSIGNMENT

CONTRACTOR shall obtain prior written approval from GLENN COUNTY before assigning or transferring, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement. Any assignment or transfer without such consent shall be null and void. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by GLENN COUNTY for the performance of any subcontractor whether approved by GLENN COUNTY or not.

XIV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon CONTRACTOR and GLENN COUNTY unless agreed in writing by the CONTRACTOR and GLENN COUNTY SHERIFF-CORONER and counsel for both parties.

XV. SUCCESSORS

This Agreement shall insure to the benefit of, and be binding upon, CONTRACTOR and GLENN COUNTY and their respective successors.

XVI. INDEPENDENT CONTRACTOR CLAUSE

It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in
effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

XVII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XVIII. DISPUTES

In the event of any dispute out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XIX. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide twenty-four (24) hours to cure the default. If such default is not cured within said twenty-four (24) hour period, the party that gave notice of default may terminate this Agreement upon no less than twenty-four (24) hours advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. Either party may terminate this Agreement for any reason by providing the other party at least thirty (30) days advance written notice of termination and specifying the actual date of termination in the written notice.
C. If this AGREEMENT is terminated, CONTRACTOR shall be paid for any services completed and provided prior to notice of termination and any services necessary to complete pending cases.

XX. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CONTRACTOR and GLENN COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CONTRACTOR and GLENN COUNTY regarding the subject matter of this Agreement is hereby terminated effective immediately upon full execution of this Agreement.

XXI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SWEET-OLSEN FAMILY MORTUARY/ CONTRACTOR  COUNTY OF GLENN COUNTY, a political subdivision of the State of California

By ___________________________ By ___________________________
Ken Olsen, President  Richard Warren, Sheriff-Coroner
Sweet-Olsen Family Mortuary  GLENN County

ATTEST:

By ___________________________
Clerk of the Board of Supervisors
GLENN County

APPROVED AS TO FROM:

By ___________________________
William J. Vanasek
County Counsel, GLENN County
EXHIBIT A to Agreement
between Sweet-Olsen Family Mortuary,
hereinafter referred to as "CONTRACTOR", and the
COUNTY OF GLENN, hereinafter referred to as "GLENN COUNTY"

SCOPE OF SERVICES

The following services are included in the cost of Mortuary Services shown in Exhibit B and there shall be no additional costs except as indicated in paragraph 13:

1. CONTRACTOR shall provide Coroner’s Services, to include removal of decedent from scene, transportation to designated autopsy and/or examination facility, and morgue services for cases referred on an “as requested” basis for the GLENN COUNTY Sheriff/Coroner’s Office.

2. CONTRACTOR will be open for on-scene removal, intake, and initial processing of bodies twenty-four (24) hours per day, seven days per week, including holidays.

3. CONTRACTOR shall make available, staff involved with a GLENN COUNTY case, to testify in court or similar proceedings.

4. The body will be released to CONTRACTOR at the completion of the autopsy for final arrangements. Cases processed as homicides or including special circumstances will be held by CONTRACTOR after completion of the autopsy until released by GLENN COUNTY.

5. GLENN COUNTY will be responsible for all news media and family inquiries.
EXHIBIT B to Agreement
between the Sweet-Olsen Family Mortuary,
hereinafter referred to as "CONTRACTOR", and the
COUNTY OF GLENN, hereinafter referred to as “GLENN COUNTY”

COMPENSATION, BILLING AND PAYMENT OF INVOICES

1. For services provided herein, GLENN COUNTY agrees to pay CONTRACTOR, monthly, in arrears. Payment shall be made within thirty (30) days following GLENN COUNTY's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Initial Removal at Scene</td>
<td>$125.00</td>
</tr>
<tr>
<td>Storage (After Three Days)</td>
<td>$30.00 Per Day</td>
</tr>
<tr>
<td>Body Bag</td>
<td>$50.00 inc. tax</td>
</tr>
<tr>
<td>Transportation to Autopsy (Sacramento)</td>
<td>$395.00 Each</td>
</tr>
<tr>
<td>Transportation for Specialty Exam (Butte)</td>
<td>$150.00 Each</td>
</tr>
<tr>
<td>Court Depositions &amp; Testimony</td>
<td>$50.00 Per Hour</td>
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</tbody>
</table>

2. GLENN COUNTY will compensate CONTRACTOR for the cost of additional preapproved services at an agreed upon rate. CONTRACTOR shall provide detail of these costs and they shall be included on the Invoice for the case.

3. CONTRACTOR shall submit invoices to the following address:

   GLENN County Sheriff's Office
   543 West Oak Street
   Willows, CA 95988

4. The total amount of this AGREEMENT shall not exceed $200,000.00.