

File ID 18-430 No. 20



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-13884

Upon motion of Supervisor Adams, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a new agreement with Amar Forensics, retroactive to February 27, 2018 (date of incorporation with Amar Forensics), with non-standard insurance coverage, for provision of forensic pathology services and autopsy reports. The agreement is a two (2) year agreement, based on a "per autopsy" fee and the estimated contract cost for two (2) years is \$848,000.00; and
- b. Authorized the Contracts/Purchasing officer or the Contracts/Purchasing Supervisor to sign up to three amendments to the agreement which do not significantly change the scope of work and where the amendments do not exceed ten percent (10%) (\$84,800.00) of the initial agreement amount for a maximum not to exceed amount of \$932,800.00.

PASSED AND ADOPTED on this 1st day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting May 1, 2018.

Dated: May 4, 2018
File ID: 18-430

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

AMAR Forensics

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide post-mortem forensic examinations, internal dissection, microscopic examinations and autopsy reports, as required by California State law, for the Monterey County Sheriff/Coroner's Office.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 848,000.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from February 27, 2018 to February 26, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Insurance Justifications

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records.** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records.** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records.** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 **Royalties and Inventions.** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nina Ryan, Management Analyst II	Venus Azar, M.D., President
Name and Title	Name and Title
Monterey County Sheriff/Coroner's Office	Amar Forensics
1414 Natividad Road	656 View Ridge Drive
Salinas, CA 93906	Pacific, CA 94044
Address	Address
ryann1@co.monterey.ca.us (831)755-3708	venusazar@hotmail.com (503)784-1471
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

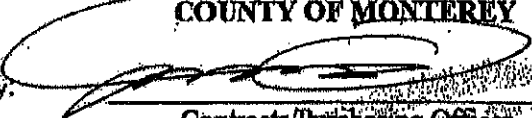
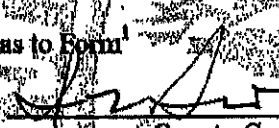
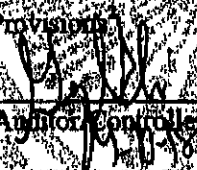
- 15.01 **Conflict of Interest.** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor.** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting.** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 **Successors and Assigns.** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 **Non-exclusive Agreement.** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR	
By: 	Contracts/Purchasing Officer		AMAR Forensics
Date: <u>5-8-18</u>			Contractor's Business Name*
By:	Department Head (if applicable)	By: 	(Signature of Chair, President, or Vice-President)*
Date:			
By:	Board of Supervisors (if applicable)	<u>Venus Azor</u>	Business Owner
Date:		Date: <u>April 27, 2018</u>	Name and Title
Approved as to Form ¹		By:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
By:	County Counsel		
Date: <u>4/10/2018</u>			
Approved as to Fiscal Provisions ²			Name and Title
By:	Auditor-Controller	Date:	
Date:			
Approved as to Liability Provisions ³			
By:	Risk Management		
Date:			

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
AMAR Forensics, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. Scope of Services

1. It is agreed by both parties that CONTRACTOR and County will not undertake any activity that may cause CONTRACTOR to be classified as an employee of the County.
2. The following factors are understood and agreed upon by both parties:
 - a. CONTRACTOR is to determine when and how the work is to be done;
 - b. County is not obligated to provide any training to CONTRACTOR;
 - c. The services provided by CONTRACTOR are an integral part of County's operations under state law;
 - d. The services must be rendered personally by CONTRACTOR or a Subcontractor paid for by CONTRACTOR;
 - e. County employees assist CONTRACTOR in carrying out postmortem examination services and task to the extent necessary for the proper and efficient conduct of the Coroner's official duties with regard to the analysis and processing of human remains, exclusive of surgical dissection and interpretation and verbal documentation of findings, which are solely the responsibility of the CONTRACTOR;
 - f. There is a continuing relationship between the CONTRACTOR and the County;
 - g. CONTRACTOR shall set her work schedule, which is subject to change at her discretion. CONTRACTOR shall make all reasonable efforts to schedule her work in conjunction with that of Coroner personnel;

AMAR Forensics

Amount: \$848,000.00

Term: 02/27/2018 to 02/26/2020

Page 1

EXHIBIT-A

- h. CONTRACTOR does not and is not required to devote herself full time to the County. CONTRACTOR may provide service to other entities, both public and private;
- i. CONTRACTOR's work for the County is provided at the County's place of business for the purposes of convenience for both CONTRACTOR and County;
- j. County shall not direct the sequence in which the CONTRACTOR'S work must be done;
- k. CONTRACTOR shall provide written reports to County regarding each post mortem examination that CONTRACTOR performs. These are not "regular", but occur on an as-needed basis and are based on specific jobs/examinations. Said reports shall be provided to the COUNTY within ninety (90) days of the completion of post mortem examinations pertaining to homicide cases and sixty (60) days of the completion of post mortem examinations of non-homicide cases; with homicide cases being the priority. If Section A.2.u, (below) is enforced, all reports will be due prior to the last date worked;
- l. CONTRACTOR'S payments under the contract is a fee based on the number of post mortem examinations (complete autopsies plus external examinations);
- m. CONTRACTOR'S business and travel expenses are not reimbursed;
- n. County shall furnish some of the tools and materials used by CONTRACTOR although many of the tools and equipment have been donated to County by this CONTRACTOR and other entities;
- o. CONTRACTOR shall obtain the equipment or tools necessary to provide the services and work subject to this contract;
- p. CONTRACTOR accepts that she may incur a loss on the work in certain situations;
- q. CONTRACTOR does not provide services exclusively for the COUNTY. CONTRACTOR provides services to other entities, both public and private;
- r. CONTRACOR can make her services available to the general public;
- s. CONTRACTOR is not subject to dismissal for reasons other than non-performance of the contract specifications;

AMAR Forensics

Amount: \$848,000.00

Term: 02/27/2018 to 02/26/2020

Page 2

EXHIBIT-A

- t. Subject to availability and budgetary constraints, County shall furnish sufficient space and the usual and customary resources for the proper and prudent provision of post mortem examinations and compensation as agreed to herein. County shall keep instruments and equipment in good working order and repair, provided that CONTRACTOR shall be responsible for the cost of repair or replacement of any instruments and equipment that is required due to the act or failure to act by the CONTRACTOR;
 - u. CONTRACTOR may terminate relationship by giving one hundred twenty (120) days written notice. Prior to last day of work, CONTRACTOR must make arrangements with County to complete all autopsy reports;
 - v. CONTRACTOR may incur a liability for failure to complete the job if appropriate notice is not provided, assuming there is no breach of contract on the County's part.
3. CONTRACTOR agrees that if CONTRACTOR performs services for any entity outside the County; that the work will be performed under a separate contract(s) and shall not be performed under CONTRACTOR's agreement with County.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

As full and total compensation for the performance of all the contractual services to be performed by CONTRACTOR pursuant to this Agreement, County shall pay CONTRACTOR a fee in the amount of One Thousand sixty dollars (\$1,060.00) per post mortem examination. CONTRACTOR shall receive payment for services rendered within thirty (30) days of presenting an invoice to the County.

If CONTRACTOR requests termination under Section A.2.u, all autopsy reports must be closed and completed before final payment will be issued.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

AMAR Forensics

Amount: \$848,000.00

Term: 02/27/2018 to 02/26/2020

Page 3

EXHIBIT-A

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

To facilitate County's year end close, all invoices for the month of June shall be presented to County by July 15th of the following month.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by herself or that of her subcontractors.

AMAR Forensics

Amount: \$848,000.00

Term: 02/27/2018 to 02/26/2020

Page 4

EXHIBIT B

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AMAR Forensics, hereinafter referred to as "CONTRACTOR"

Insurance Justification

Workers Compensation Justification:

At the time of execution of this Agreement, CONTRACTOR does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this Agreement.

Automobile Insurance:

CONTRACTOR's work does not require CONTRACTOR to travel in the performance of this Agreement. CONTRACTOR carries personal Automobile Liability coverage and requests a modification of the additional insured and primary and non-contributory endorsements which are not provided as required by Section 9.03 and Section 9.04. This modification of insurance does not affect the CONTRACTOR's responsibility and duty to indemnify the County under the provisions of this contract.

AMAR Forensics
Amount: \$848,000.00
Term: 02/27/2018 to 02/26/2020



Monterey County Board of Supervisors

168 West Allsal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Jane Parker to:

Agreement No.: A-14549, Amendment No.: 1

Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign amendment #1 by and between Amar Forensics for the provision forensic pathology services and autopsy reports, adding two (2) years and \$880,000.00 to the existing agreement, for a total not to exceed amount of \$1,728,000.00.

PASSED AND ADOPTED on this 5th day of November 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

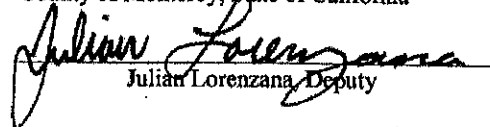
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 5, 2019.

Dated: November 5, 2019
File ID.: 19-0845
Agenda Item No.: 53

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

RENEWAL AND DOALLAR INCREASE AMENDMENT #1 TO AGREEMENT A-13884

RENEWAL AND DOLLAR INCREASE AMENDMENT #1 TO AGREEMENT A-13884 BY AND BETWEEN COUNTY OF MONTEREY & AMAR FORENSICS

THIS AMENDMENT is made to the AGREEMENT for post-mortem forensic examinations, internal dissection, microscopic examinations and autopsy reports, as required by California State Law by and between **AMAR FORENSICS**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement A-13884 on February 27, 2018 (retroactive) with a not to exceed amount of \$848,000.00 and a term date ending on February 26, 2020; and

WHEREAS, the County and CONTRACTOR want to amend the AGREEMENT by \$880,000.00 for a new not to exceed total of \$1,728,000.00 and extend the term of the AGREEMENT by two (2) additional years with a new end date of February 26, 2022; and

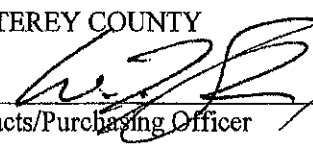
NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1., "PAYMENT PROVISIONS" shall be amended by removing, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$848,000.00"*, and replacing it with, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,728,000.00"*.
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, *"The term of this Agreement is from February 27, 2018 to February 26, 2020"* and replacing it with, *"The term of this Agreement is from February 27, 2018 to February 26, 2022"*.
3. EXHIBIT A – Scope of Services shall be amended by changing the dollar amount from \$1,060.00 per exam to \$1,100.00 per exam (effective February 27, 2020).
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 1, 2018.

RENEWAL AND DOALLAR INCREASE AMENDMENT #1 TO AGREEMENT A-13884

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

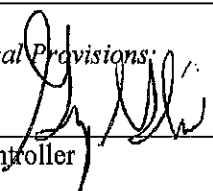
MONTEREY COUNTY


Contracts/Purchasing Officer

W. T. Skinner
Deputy Purchasing Agent
County of Monterey

Dated: 11/15/19

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

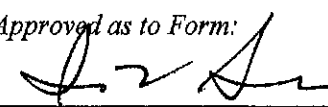
Dated: 10/15/19

Approved as to Liability Provisions:

Risk Management

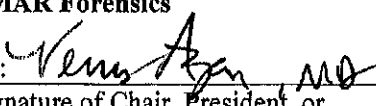
Dated:

Approved as to Form:


Deputy County Counsel

Dated: 10/15/2019

AMAR Forensics

By: 
Signature of Chair, President, or
Vice-President

Venus Azar President
Printed Name and Title

Dated: Sept. 25, 2019

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amar Forensics

Amount: \$1,728,000.00

Term: 02/27/2018 to 02/26/2022



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to

Approve Agreement No.: A-13884; Amendment No. 2 and Agreement No.: A-14549; Amendment No. 2

a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign Amendment 2 to Agreement A-13884/A14549 by and between Amar Forensics for the provision of forensic pathology services and autopsy reports, adding \$929,000 for a new not to exceed total of \$2,657,000 and extend agreement to June 30, 2023.

PASSED AND ADOPTED on this 8th day of February 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

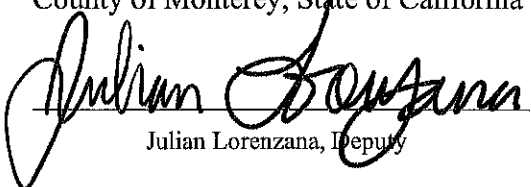
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 8, 2022.

Dated: February 14, 2022

File ID: A 22-040

Agenda Item No.: 32

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

AMENDMENT #2 TO AGREEMENT A-13884/A-14549

AMENDMENT #2 TO AGREEMENT A-13884/A-14549 BY AND BETWEEN COUNTY OF MONTEREY & AMAR FORENSICS

THIS AMENDMENT is made to the AGREEMENT for post-mortem forensic examinations, internal dissection, microscopic examinations and autopsy reports, as required by California State Law by and between **AMAR FORENSICS**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement A-13884 on February 27, 2018 (retroactive) with a not to exceed amount of \$848,000.00 and a term date ending on February 26, 2020; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT with Amendment 1/A-14549, by adding \$880,000.00 for a new not to exceed total of \$1,728,000.00 and extend the term of the AGREEMENT by two (2) additional years with a new end date of February 26, 2022; and

WHEREAS, the County and CONTRACTOR with to amend the AGREEMENT by adding \$929,000.00 for a new not to exceed total of \$2,657,000.00 and extend the term of the AGREEMENT with a new end date of June 30, 2023.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1., "PAYMENT PROVISIONS" shall be amended by removing, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,728,000.00"*, and replacing it with, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$2,657,000.00"*.
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, *"The term of this Agreement is from February 27, 2018 to February 26, 2022"* and replacing it with, *"The term of this Agreement is from February 27, 2018 to June 30, 2023"*.
3. Exhibit A – Scope of Services shall be amended by changing the dollar amount from \$1,100 per exam to \$1170 per exam (effective March 1, 2022).
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 1, 2018.

Amar Forensics

Amount: \$2,657,000.00

Term: 02/27/2018 to 06/30/2023

AMENDMENT #2 TO AGREEMENT A-13884/A-14549

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra R. Wilson

7B741937AA0D41B...

Contracts/Purchasing Officer

Dated: 2/14/2022 | 12:50 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

D3834BEEC1D8449...

Deputy Auditor/Controller

Dated: 1/22/2022 | 11:09 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

454AC9465FD4490...

Deputy County Counsel

Dated: 1/22/2022 | 10:50 AM PST

AMAR Forensics

DocuSigned by:

By *Venus Azar*

DD0858D7C0B04C9...

Signature of Chair, President, or
Vice-President

Venus Azar, President

Printed Name and Title

Dated: 1/21/2022 | 2:17 PM PST

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amar Forensics

Amount: \$2,657,000.00

Term: 02/27/2018 to 06/30/2023