

AMENDMENT #1 TO AGREEMENT

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & JESSE AGUIRRE, DBA J.K. MORTUARY SERVICES

THIS AMENDMENT is made to the AGREEMENT for on-call pick up and transport and delivery of deceased remains to the Monterey County Coroner's morgue by and between **JESSE AGUIRRE, DBA J.K. MORTUARY SERVICES**, 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 on September 12, 2017; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the agreement for two (2) additional years; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to provide funding for the additional two (2) years;

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

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total sum payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$125,000.00*" and replacing it with, "*The total sum payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$375,000.00*".
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 08/29/2017 to 08/28/2018*" and replacing it with, "*The term of this Agreement is from 08/29/2017 to 08/28/2020*".
3. EXHIBIT A – Scope of Services shall be amended by clarifying services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. EXHIBIT C - Zones, ZIP CODES AND RATE SCHEDULE FOR THE AGREEMENT shall be amended by clarifying pricing as per EXHIBIT C1 Revised per Amendment #1 attached hereto.
5. 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.

Jesse Aguirre, DBA J.K. Mortuary Services
Term: 08/29/2017 to 08/28/2020
Amount: \$375,000.00

AMENDMENT #1 TO AGREEMENT

6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 12, 2017.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

Dated: _____

JESSE AGUIRRE-OWNER
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 08/15/2018

Deputy Auditor/Controller

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

Dated: 9/11/18

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: 08/10/2018

*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.

Jesse Aguirre, DBA J.K. Mortuary Services
Term: 08/29/2017 to 08/28/2020
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EXHIBIT-A-1

EXHIBIT-A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Jesse Aguirre, DBA J.K. Mortuary Services, hereinafter referred to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1. SERVICE AVAILABILITY: CONTRACTOR will be on call twenty-four hours (24) per day, seven days a week, 365 days a year, for deceased person removal services for the County.

A.2 DISPATCHING UNITS: County will place removal request calls to CONTRACTOR at (831) 609-6665 or (831) 359-3759 or (408) 466-4816. COUNTY will be instructed to speak to a CONTRACTOR'S Representative to relay information. *Note: in the event of bad weather and cell phone towers not working in the area please call any other of CONTRACTOR'S business telephone numbers in any other area to relay information. (Please see attached Exhibit B)

A.3 STANDARD RESPONSE UNIT: CONTRACTOR'S Pick up unit will have one person unless otherwise authorized by County.

A.4 BACKGROUNDING, IDENTIFICATION: All CONTRACTOR'S employees must clear background checks via County processes. CONTRACTOR'S personnel shall be provided with photo id cards, or other valid identification by County to allow access at the scene of an investigation.

A.5 DELIVERY LOCATION: After removal of the remains from the site, the pickup units will proceed to the county morgue located at: 1414 Natividad Road, Salinas, CA. 93906. CONTRACTOR's personnel will be given afterhours access to the coroner's office to deliver remains.

A.6 RESPONSE TIME: CONTRACTOR'S Personnel shall arrive to Zone #1 and Zone #2 within 1 ½-2 hours. For Zones #3-#5, CONTRACTOR's vehicle dispatched to scene will call County with estimated time of arrival (ETA). Exceptions shall be permitted for construction zones, traffic delays, natural weather conditions, road closures, or other

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EXHIBIT-A-1

hazardous conditions. If there is any delay, CONTRACTOR will promptly notify dispatch and updated ETA will be relayed. Zones are as outlined in Exhibit C

A.7 ZONES: CONTRACTOR and County agree that County will be divided into (5) zones for removal services. Zones and Zip Codes and costs are listed on Exhibit C-1. Zip Codes shall be used as final determinant of true location and appropriate pricing level.

A.8 SUPPLIES: Monterey County will provide all body bags, and additional supplies needed for removal of remains, such as but not limited to Flotation bags, disaster pouches, face masks, ankle tags, toe tags etc.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$375,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates and Zones as outlined in Exhibits A-C, attached.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

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

MCSOSheriff.Fiscal@co.monterey.ca.us

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

Jesse Aguirre, DBA J.K. Mortuary Services
Term: 08/29/2017 to 08/28/2020
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EXHIBIT-A-1

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

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

The county will be given (30) thirty days to remit payment to CONTRACTOR. COUNTY agrees to establish CONTRACTOR as an expedited payment vendor within the County system so that vendor will be promptly paid. If County falls 60 days in arrears on payment, County will be in breach of contract of services.

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 its own organization or that of its subcontractors.

Jesse Aguirre, DBA J.K. Mortuary Services
Term: 08/29/2017 to 08/28/2020
Amount: \$375,000.00



Monterey County Board of Supervisors

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

Board Order

Agreement No. A-13718

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

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a one (1) year sole source contract with Jesse Aguirre, Doing Business as J.K. Mortuary Services in the amount of \$125,000; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to two (2) amendments to the agreement where the amendments do not significantly change the scope of work, and the amendments in total do not exceed 10% (\$12,500) for a total cumulative not to exceed agreement amount of \$137,500.

PASSED AND ADOPTED this 12th day of September 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 September 12, 2017.

Dated: September 12, 2017
File ID: 17-0890

Gail T. Borkowski, 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:

Jesse Aguirre, Doing Business As J.K. Mortuary Services,
(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 transporting of deceased remains from dispatched locations to the Monterey County Morgue.

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 \$ 125,000.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from 08/29/2017 to 08/28/2018, 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 **Contractor's Offices and Locations**
Exhibit C **Fee Schedule for Contract**

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	Kristy Aguirre, Partner
Name and Title	Name and Title
Monterey County Sheriff/Coroner's Office 1414 Natividad Road Salinas, CA 93906	Jesse Aguirre, DBA J.K. Mortuary Services P. O. Box 1242 Felton, CA 95005
Address	Address
831-755-3780 ryann1@co.monterey.ca.us	831-609-6665
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-----

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

12-6-17

By: _____

Department Head (if applicable)

Date: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____

County Counsel

Date: _____

8/18/17

Approved as to Fiscal Provisions²

By: _____

Auditor/Controller

Date: _____

8/18/17

Approved as to Liability Provisions³

By: _____

Risk Management

Date: _____

CONTRACTOR

Jesse Aguirre, DBA J.K. Mortuary Services
Contractor's Business Name*

By: _____

(Signature of Chair, President, or
Vice-President)*

Owner

Date: _____

Name and Title

08-17-2017

By: _____

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

Date: _____

Name and Title

County Board of Supervisors' Agreement Number: A-13718, approved on (date): 9-12-17

*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
Jesse Aguirre, DBA J.K. Mortuary Services, hereinafter referred to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1: SERVICE LEVEL COMMITMENT: CONTRACTOR will be on call twenty-four hours (24) per day, seven days a week, 365 days a year, for body removal services for the County.

A.2: SERVICE DISPATCH: County shall place removal request calls to CONTRACTOR by telephoning (831) 609-6665 or (831) 359-3759 or (408) 466-4816. COUNTY will be instructed to speak to a CONTRACTOR'S Representative to relay information. **Note: in the event of bad weather and cell phone towers not working in the area please call any other CONTRACTOR telephone number in any other area to relay information. (Please see Attached Exhibit B)*

A.3: SERVICE UNIT: CONTRACTOR'S service unit will consist of one (1) person and one (1) van, unless otherwise authorized by County.

A.4: BACKGROUNDING, IDENTIFICATION: All personnel used by CONTRACTOR in service provision under this Agreement shall be background cleared by County. CONTRACTOR'S personnel shall be provided with photo identification cards, or other valid identification to allow access at the scene of an investigation.

A.5: DELIVERY LOCATION: After removal of the remains from the site, service units will proceed to the County's morgue located at: 1414 Natividad Road, Salinas, CA. 93906. CONTRACTOR shall be given afterhours access to the County morgue to deliver remains.

Jesse Aguirre, DBA J.K. Mortuary Services Sole Source Agreement
Term: 08/29/2017 to 08/28/2018
Amount: \$125,000.00

EXHIBIT-A

A.6: SERVICE UNIT RESPONSE TIME: CONTRACTOR's service unit shall arrive to Zone #1 and Zone # 2 within 1 ½-2 hour of dispatch. For Zones #3, #4 and #5, service units dispatched to scene will call DISPATCH with an estimated time of arrival (ETA).

Exceptions shall be permitted for construction zones, traffic delays, natural weather conditions, road closures, or other hazardous conditions. If there is any delay, CONTRACTOR shall notify dispatch immediately and an updated ETA will be relayed.

A.7: ZONES AND ZIP CODES: County and CONTRACTOR agree that County of Monterey will be divided into five (5) zones for removal services. Zones and their corresponding ZIP CODES and pricing are listed in Exhibit C. County and CONTRACTOR agree to use ZIP CODE of residence (if available) as final determinant of zone location.

A.8: SUPPLIES FOR BODY REMOVAL: County shall provide to CONTRACTOR all body bags, and supplies as needed for removal of remains, such as but not limited to, floatation bags, disaster pouches, face masks, ankle tags, toe tags etc.

A.9: FUEL PRICING CONTINGENCY: This Agreement is based on fuel costs remaining below \$4.75 per gallon of unleaded fuel. If fuel prices rise above this rate, CONTRACTOR reserves the right to renegotiate rates within zones.

A.10: TERMINATION: CONTRACTOR may terminate this Agreement for any reason by giving written notice of termination thirty (30) days in advance.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$125,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

Jesse Aguirre, DBA J.K. Mortuary Services Sole Source Agreement
Term: 08/29/2017 to 08/28/2018
Amount: \$125,000.00

EXHIBIT-A

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall bill County monthly. Invoicing shall be sent to MCSOSheriff.Fiscal@co.monterey.ca.us. 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

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

Billing shall clearly list the following elements:

1. Date and Location of Service- If address is known, list street address
2. Time arrived at scene, Time left the scene
3. Name and Signature of Person(s) releasing body to CONTRACTOR
4. Name and Signature of CONTRACTOR'S personnel performing service
5. Name and Sex of Decedent(s), if known
6. Any unusual circumstances surrounding removal, such as difficulty of Removal, additional time due to need for extraction, etc.
7. If Dry run, indicate if called back PRIOR to or after arriving at scene
8. If two attendants were requested, indicate reason for second attendant.

All payments are due within 30 days of date of invoicing. County agrees to set up CONTRACTOR as a critical payment vendor to ensure prompt payment to CONTRACTOR. If County falls 60 days in arrears on payment, CONTRACTOR will find County in material breach, and shall discontinue service delivery.

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 its own organization or that of its subcontractors.

Jesse Aguirre, DBA J.K. Mortuary Services Sole Source Agreement
Term: 08/29/2017 to 08/28/2018
Amount: \$125,000.00

Exhibit B

Agreement by and Between County of Monterey and

Jesse Aguirre, DBA J.K. Mortuary Services

Contractor's Offices and Locations of Business

Kern County (661) 316-8081 - Bakersfield, Tehachapi, Shafter, Delano, Arvin, Taft, Ridgecrest, Wasco

Tulare County (559) 978-5299 - Tulare, Visalia, Exeter, Porterville, Dinuba, Farmersville, Woodlake, Tulare

Kings County (559) 903-4160 - Hanford, Lemoore, Corcoran, Avenal, Coalinga

Fresno County (559) 978-5289 – Fresno, Clovis, Sanger, Selma, Reedley, Kingsburg, Parlier, Fowler, Kerman, Coalinga,

Santa Cruz County (831) 359-3759 – Santa Cruz, Watsonville, Capitola, Scotts Valley,

Monterey County (831) 609-6665 – Monterey, Carmel by the Sea, Salinas, Pacific Grove, Seaside, Marina, Soledad, King City

Santa Clara County (408) 466-4816 – Los Gatos

J.K. Mortuary Service Fax Line: (831) 609-6663

- Note: JK Mortuary Services located 1-1 ½ hours away from Merced County: That encompasses Merced, Atwater, Los Banos, and Dos Palos

With over 30 vehicles spread across California, we strive to provide a transportation service you can trust with your business. If you have any questions, I, Kristy Aguirre Co-Owner of J.K. Mortuary Services can be reached at (559) 903-4160.

EXHIBIT C

AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND
JESSE AGUIRRE, DOING BUSINESS AS J.K. MORTUARY SERVICES

ZONES, ZIP CODES, AND RATE SCHEDULE FOR AGREEMENT

All In County pick ups are at a flat rate fee per zone, as indicated below

ZONE #1 \$225.00 per call, single attendant
\$125.00 per call additional for second attendant

ZIP CODES:	93901, 93902, 93905, 93906 ,93912, 93907, 93908	
	93925, 93915, 93933, 95012, 95039, 93962, 95004	
TOWNS:	SALINAS	MOSS LANDING
	RIVER ROAD/HWY 68	MARINA
	CORRAL DE TIERRA	CASTROVILLE
	AROMAS	CHUALAR
	SPRECKELS	PRUNEDALE

ZONE #2 \$285.00 per call, single attendant
\$125.00 per call additional for second attendant

ZIP CODES:	95076, 93940, 93955, 93926	
TOWNS:	LAS LOMAS	SEASIDE
	PAJARO	GONZALES
	DEL REY OAKS	ROYAL OAKS
	SAND CITY	

ZONE #3 \$345.00 per call, single attendant
\$125.00 per call additional for second attendant

ZIP CODES:	93921-93924, 93940-93943, 93953, 93950	
TOWNS:	CARMEL VALLEY	CARMEL
	COMMUNITY HOSPITAL	PACIFIC GROVE
	CARMEL HIGHLANDS	PRESIDIO OF MONTEREY
	MONTEREY	PEBBLE BEACH

ZONE #4 \$405.00 per call, single attendant
\$125.00 per call additional for second attendant

ZIP CODES:	93960, 93930, 93928, 93927	
TOWNS:	SOLEDAD	SOLEDAD PRISONS
	MEE MEMORIAL MORGUE	KING CITY
	FORT HUNTER LIGGETT	GREENFIELD
	JOLON	

AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND
JESSE AGUIRRE, DOING BUSINESS AS J.K. MORTUARY SERVICES

ZONE #5 \$465.00 per call, single attendant
\$225.00 per call additional for second attendant

OUT-OF-COUNTY CALLS: FLAT ZONE 1 RATE plus \$2.50 per loaded mile
Loaded mile means that Van is carrying deceased person

Zones 1-4: \$125.00 per each addit. body
Zone 5: \$225.00 per each addit. body

Zone 1-4 : \$125.00 per each call
Zone 5: \$232.00 per each call

Zone 1-4: \$225.00 per each case
Zone 5: \$465.00 per each case

Each call/case assumes a 1/2 hour increment of time spent at the call site. Stand-by time shall be billed in 1/2 hour increments. Time arrived at site, and time left site must be noted on billing.

\$75.00 per each additional 1/2 hour, same rate, all zones