

ORIGINAL

AGREEMENT FOR SERVICES #325-S1710

Funeral, Mortuary, Burial, and/or Cremation Services of Indigent Persons Who are Determined to be Residents of County of El Dorado

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, a Nevada Corporation, duly qualified to conduct business in the State of Nevada whose principal place of business is 600 W. 2nd Street, Reno, NV 89503 and whose Agent for Service of Process is Tammy Dermody, PO Box 2462, Reno, NV, 89505 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide mortuary, burial, and/or cremation services necessary for the disposition of the remains of indigent persons who die in the State of Nevada but are determined by authorized County of El Dorado personnel to be residents of the County of El Dorado, on an "as requested" basis; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the States of California and Nevada unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provision of these services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code Section 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the facilities, personnel, and equipment necessary to provide respectful mortuary, burial, and/or cremation services (“Indigent Burial”) for the remains of the deceased indigent persons (“Deceased Indigent”) who have died in the State of Nevada, but have been determined in writing by the El Dorado County Health and Human Services Agency (“HHSA”) or appropriate County of El Dorado personnel to be a resident of County of El Dorado, on an “as requested” basis.”

As Contractor has multiple locations throughout Nevada, this Agreement is intended to serve as an agreement for services at any of the locations identified as part of Walton’s, Inc., inclusively. When Indigent Burial services are requested by the County for a Deceased Indigent, Contractor may select the Walton’s Inc. location best equipped and located to provide said services consistent with the terms indicated herein.

Contractor shall, at all times, maintain all valid and required State and County licenses and facilities required to provide Indigent Burials. Contractor shall, at all times, make available a State of Nevada licensed preparation room. Contractor shall, at all times, ensure that climatically controlled facilities are available to store deceased indigent’s remains.

Mortuary and crematorium facilities shall, at all times, be maintained in a clean and safe manner and in accordance with the highest standards of the industry. Sanitation shall, at all times, be in accordance with the applicable laws and regulations of the State of Nevada. County shall, at all times, reserve the right to request an inspection of the facilities at any time during the term of this Agreement.

Services shall include but not be limited to the following:

- A. Prompt removal of deceased indigent from the place of their death and delivery of deceased indigent to Contractor’s climatically controlled facility.
- B. For the purposes of this Agreement, “place of death” is:
 1. The place where the body is found; or
 2. In cases where the body is transported for medical care and then is found to be dead on arrival, the place of death is the place where a physician pronounces the body dead.
- C. For the purposes of removal, Contractor shall provide at least one (1) clean and properly equipped removal vehicle. Clean linen shall be provided for each removal.
- D. Unless County requests additional personnel, one (1) operator shall be sufficient for each removal.
- E. Contractor’s personnel shall have a valid driver’s license issued by the appropriate state Department of Motor Vehicles together with the physical ability to perform the necessary removal tasks and shall be appropriately dressed to perform the required removals.
- F. Contractor shall not embalm the body of the deceased indigent unless the payment for this service has been pre-approved in writing by authorized County personnel.
- G. Cremation Services shall include but not be limited to:
 1. Provision of a fiberboard or equivalent container for cremation purposes.
 2. Provision of a fiberboard or plastic type container for cremains (sized approximately 8” x 5” x 8”)

3. Interment of cremains may take place in Washoe County indigent cemetery, or otherwise in accordance with Nevada laws. Likewise, cremains may be shipped to an identified next of kin, as appropriate and consistent with governing statutes, providing there is no additional cost to County. Alternatively, Contractor may make cremains available for next of kin to collect from Contractor's place of business, as appropriate and agreed upon between Contractor and the identified next of kin.
4. Transportation of cremains to the cemetery or to such place other than the Washoe County indigent cemetery and as directed by the next of kin or other authorized person or agency shall be the sole responsibility of the requestor.
5. Contractor may store cremains in individual containers for periodic group interment.
6. Contractor may release cremains to family members upon receipt of written request from the family. Within three business days of receiving written request, a copy of said written request shall be forwarded to both of the following:

County of El Dorado	
Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit	Community Development Agency Administration and Finance 2850 Fairlane Court Placerville, CA 95667 Attn: Cemetery Operations

- H. Burial Services: County will only pay for cremation of the deceased indigent. County will not pay for burial expenses unless pre-approved in writing by authorized County personnel. Services to include:
1. Provision of a particleboard container and shroud.
 2. Transportation of remains to the cemetery or to such place as may be directed by the next of kin or other authorized person or agency shall be the sole responsibility of the requestor.
- I. Storage Facilities:
1. Contractor shall provide morgue services for the County on behalf of indigent persons.
 2. Contractor must have refrigerated storage facilities capable of storing a minimum of six (6) bodies at one time, at a sustained maximum temperature of 36 degrees Fahrenheit.
 3. In the event of a power outage, Contractor shall take all steps necessary to maintain the mortuary facility in a clean and safe manner in accordance with the highest standards of the industry and in accordance with Nevada Revised Statutes and Nevada Administrative Code sections 642, 440, and 451, or as amended or superseded.
- J. Preparation and filing of Application and Permit for Disposition of Human Remains with County Community Development Agency, Administration and Finance, Cemetery Operations in a timely manner. Said permit is available through El Dorado County Vital Statistics, and is only applicable when the deceased remains are being sent or transported into California for final disposition. If the next of kin takes possession of the remains in Nevada, Contractor will not be responsible for preparation of these forms.

- K. Preparation and filing of El Dorado County Interment Permit and Order with County Community Development Agency, Administration and Finance, Cemetery Operations, when the final remains will be interred in an El Dorado County cemetery. This report will be filled out and filed by the Contractor only if the Contractor is transporting or sending the remains into California. If the next of kin takes possession of the remains in Nevada, the Contractor will not be responsible for completing these forms.
- L. Provision of necessary permits.
- M. In the event the completion of any forms or permits for transportation or shipping of cremains to California results in additional application, filing, or permit fees being incurred, these costs may be reimbursable on a case by case basis.
- N. Use of all necessary mortuary facilities and staff services.
- O. Contractor shall obtain names and address of all persons inquiring into the status of the deceased indigent. Documentation of same shall be forwarded to the County within three (3) business days. Such notification shall be via fax or U.S. Mail to the Health and Human Services Agency as instructed with copies sent to the Coroner Division of the El Dorado County Sheriff's Office at the following address:

County of El Dorado
El Dorado County Sheriff Coroner Unit 300 Fair Lane Placerville, CA 95667

- P. Contractor shall notify deceased indigent's next of kin (when such person[s] are made known to the Contractor) for the statutory duty of kin to bear the cost of disposition of the decedent in accordance with California Health and Safety Code Section 7100. This can be accomplished via a form type of letter as approved by the County prior to implementation. This notification must be sent to kin via first class mail to the last known address of next of kin. In the event family is located, the family shall be responsible for any and all costs of Indigent Burial services provided by Contractor.
- Q. Contractor shall be responsible for timely completion of all applicable interment forms and shall forward copies of same to the within ten (10) business days of the date of death certificate with a copy to the Health and Human Services Agency as instructed. The County will provide Contractor with an adequate supply of said forms at no cost to the Contractor. All forms submitted by the Contractor to the County shall be in type written form.
- R. Contractor shall provide testimony at any civil or criminal proceedings about any matter related to removal, transport, or mortuary services as requested by the District Attorney, at no additional cost to the County.
- S. If a responsible member of the deceased indigent's family requests removal of the body to another mortuary, such removal shall be the sole financial responsibility of the requesting party and shall not be the financial responsibility of the County.
- T. Contractor shall keep a written record of all services performed. Said record shall include but not be limited to the name of the deceased indigent, date of death, means of disposition of remains, location of the burial site, etc.

U. Contractors shall assure all services are performed in compliance with Nevada Revised Statutes and Nevada Administrative Code sections 642, 440, and 451, or as amended or superseded.

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall expire three (3) years from the date thereof, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears for the months in which services have been provided. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing the following services rendered:

<i>Service</i>	<i>County Standardized Rate</i>
Cremation Services	\$875.00
Burial Services	\$1,580.00
Mileage	\$2.40 per mile if pre-approved in writing by authorized County personnel
Application, Filing, and/or Permit Fees	Actual costs to be approved by the Contract Administrator on a case by case basis.

Contractor is required to submit monthly invoices with a copy of the Authorization, no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Failure to submit invoices and Authorizations by the 15th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

***For Service(s) Authorized by West Slope
HHSA Staff, Please Send Invoices to:***

County of El Dorado
Health and Human Services Agency
Attn: Finance Unit
3057 Briw Road, Suite B
Placerville, CA 95667-5321

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of all valid invoice(s) identifying services rendered.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$60,000 for all of the stated services during the term of the Agreement.

ARTICLE V

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be

in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

O'Brien-Rogers & Crosby Funeral Home, Inc.
PO Box 2462
Reno, NV 89505
ATTN: Kim Kandaras, Controller

or to such other location as the Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County with in five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy

issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXI

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Barbara Mick, Income Maintenance Program Manager, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:


By: Barbara Mick Dated: 12/28/16
Barbara Mick
Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By: Patricia Charles-Heathers Dated: 1/3/17
Patricia Charles-Heathers, Ph.D.
Director
Health and Human Services Agency

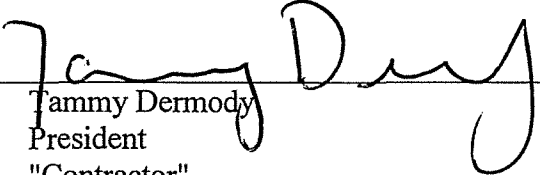
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

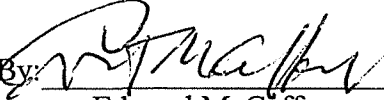
By: 
Terri Knowlton, Purchasing Agent
Chief Administrative Office
"County"

Dated: 2/16/17

Walton's Inc., dba Walton's Funerals and Cremations - O'Brien & Crosby (A Nevada Corporation) -- CONTRACTOR --
~~O'BRIEN-ROGERS & CROSBY FUNERAL HOME, INC.~~
~~A NEVADA CORPORATION~~

By: 
Tammy Dermody
President
"Contractor"

Dated: 1/11/17

By: 
Edward McCaffery
Corporate Secretary

Dated: 1/11/17

CONTRACT ROUTING SHEET

Date Prepared: December 6, 2016

Need Date: December 22, 2016
~~May 20, 2016~~

PROCESSING DEPARTMENT:

Department: HHSA/ Contracts

CONTRACTOR:

Name: Walton's Inc., d.b.a. Walton's
Funerals and Cremations -
O'Brien-Rogers & Crosby
Address: 600 W. 2nd St, Reno, NV 89503
Phone: 775-323-6191

Dept. Contact: Jason Stalder

Phone #: X7331

Department

Head Signature: Patricia Charles-Heathers
Patricia Charles-Heathers, Ph.D.

CONTRACTING DEPARTMENT: HHSA/ Social Services

Service Requested: Review of Agreement for Services.

Contract Term: 3 years Contract/Grant Value: NTE \$60,000

Compliance with Human Resources requirements? N/A Yes X No

Compliance verified by: Julie Patton on November 7, 2016

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 12/16/16 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please see attached memo. _____

E. DONOVAN COUNTY COUNSEL
2016 DEC 15 AM 9:30

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 12-20-16 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please see attached memo. _____

ANS:11 HR/RM DEC 20 '16

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact (Jason Stalder x 7331) with questions or for contract packet pick-up. Thank you!

[Signature] 12/15/16 CFO Review Date
[Signature] 12/13/16 Deputy Director, Administration and Contracts Date