

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of August 29, 2006**

AGENDA TITLE: Agreement #130-S0711 with Green Valley Mortuary, Inc.

DEPARTMENT: Human Services-Social Services

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: John Litwinovich

John Litwinovich

8/14
C. Lama Schwartz

DATE: 8/14/2006

PHONE: 7275

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Human Services-Social Services Division recommends that the Board:

- 1) Approve Agreement for Services #130-S0711 with Green Valley Mortuary, Inc. for the provision of mortuary services to deceased indigent residents of the Department of Human Services-Social Services Division. The total amount of this two-year Agreement shall not exceed \$20,000.
- 2) Authorize Chairman to execute said Agreement.

CAO RECOMMENDATIONS: *recommend approval. Laura S. Hill 8/21/06*

Financial impact? () Yes (X) No

Funding Source: (X) Gen Fund (X) Other

BUDGET SUMMARY:

Other: Federal, State and County

Total Est. Cost	\$20,000.00
Funding	
Budgeted	\$20,000.00
New Funding	\$0.00
Savings	\$0.00
Other	\$0.00
Total Funding	\$20,000.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

- 4/5's Vote Required () Yes (X) No
- Change in Policy () Yes (X) No
- New Personnel () Yes (X) No
- CONCURRENCES:**
- Risk Management
- County Counsel
- Other _____

***Explain** A portion is budgeted for FY 2006/2007 and the remainder will be budgeted in future fiscal years.

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



**EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES**

*John Litwinovich
Director*

August 14, 2006

El Dorado County Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Members of the Board:

Title: Agreement #130-S0711 with Green Valley Mortuary, Inc.

Recommendations:

Human Services-Social Services Division recommends that the Board:

- 1) Approve Agreement for Services #130-S0711 with Green Valley Mortuary, Inc. for the provision of mortuary services to deceased indigent residents of the Department of Human Services-Social Services Division. The total amount of this two-year Agreement shall not exceed \$20,000.
- 2) Authorize Chairman to execute said Agreement.

Reasons for Recommendations:

The Board is being asked to make findings that this independent Contractor can more economically and feasibly perform the services requested. Procurement and Contracts prepared Agreement #130-S0711 with Green Valley Mortuary, Inc. to provide mortuary services necessary for the disposition of deceased indigent residents within the Western Slope area of El Dorado County, defined as the area west of Twin Bridges, on an "as requested" basis by the Department of Human Services-Social Services Division. Agreement #130-S0711 will be effective October 1, 2006 and shall expire two years later. The County officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Department of Human Services. County Counsel and Risk Management have approved the Agreement. A copy is on file with the Board Clerk.

Fiscal Impact:

The maximum dollar amount of this two-year Agreement is \$20,000. A portion is budgeted for FY 2006/2007 and the remainder will be budgeted in future fiscal years. Funding sources are Federal, State and County.

Net County Cost:

No change in the net county cost.

Action To Be Taken Following Approval:

Board Clerk to:

- 1) Forward two originals of the executed Agreement for Services #130-S0711 to Procurement and Contracts.
- 2) Auditor's Office will authorize payment of future invoices.

Sincerely,

John Litwinovich
Director of Human Services

CONTRACT ROUTING SHEET

Date Prepared: 7/18/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department
Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: Green Valley Mortuary Ltd
Address: PO Box 277
Cameron Park, CA 95682
Phone: 530-677-7171

CONTRACTING DEPARTMENT:

Human Services

Service Requested: Mortuary Services for Resident Indigents for the West Slope
Contract Term: 2 years Contract Value: \$20,000.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 7-19-06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE	<u>07/18/06</u>
ATTORNEY	<u>ED KAWALL</u>
DEPT. INDEX NO.	<u>02000</u>
BY:	<u>[Signature]</u>

ORACCO COUNTY COUNCIL
JUL 13 11 25 AM '06
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: _____ Date: 7-19-06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

JUL 19 2006

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

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

ORIGINAL

AGREEMENT FOR SERVICES #130-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Green Valley Mortuary, a Limited Partnership, duly qualified to conduct business in the State of California, whose principal place of business is 3004 Alexandrite Drive, Rescue, CA 95672, (Mailing: P.O. Box 277, Cameron Park, CA 95682); (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide mortuary services for deceased indigents within the area covering the Western Slope of El Dorado County for the Human Services Department, Social Services Division; 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 and local laws; and

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

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

ARTICLE I

Scope of Services: Contractor agrees to provide mortuary services for deceased indigents within the Western Slope area of El Dorado County for the Human Services Department, Social Services Division. Services shall include, but not be limited to, those described in Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of October 1, 2006 through September 30, 2008.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears, for the months in which services were provided. Payment shall be made within thirty (30) days following the County’s receipt and approval of itemized invoice(s) detailing services rendered. For the purposes of this Agreement, the billing rates shall be as follows:

Cremation services for decedents under the age of six (6):	\$400.00
Cremation services for decedents over the age of six (6):	\$600.00
Burial for non-cremated decedents under the age of six (6):	\$1,200.00
Burial for non-cremated decedents over the age of six (6):	\$1,400.00

The total amount of this Agreement shall not exceed \$20,000.00 for the two (2) year period.

ARTICLE IV

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 V

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 VI

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 VII

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 VIII

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 IX

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 X

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
HUMAN SERVICES DEPARTMENT
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

GREEN VALLEY MORTUARY LTD.
P.O. BOX 277
CAMERON PARK, CA 95682

or to such other location as the Contractor directs.

ARTICLE XI

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 attorneys 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 XII

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

- A. Full Workers' Compensation and Employers' 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.
- 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, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division 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:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, 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 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 the Risk Management Division, as essential for the protection of the County.

ARTICLE XIII

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 XIV

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 XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have 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 XVI

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 XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Human Services Department, or successor.

ARTICLE XVIII

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 XIX

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 XX

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 XXI

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/Department Head Concurrence:

By:  Dated: 7/27/06
John Litwinovich, Director
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 8-3-06

GREEN VALLEY MORTUARY LTD
A CALIFORNIA LIMITED PARTNERSHIP

By: *Paul Phipps*
Paul Phipps, General Partner
"Contractor"

EXHIBIT "A"

Scope of Services

The Contractor shall provide mortuary services at the request of the Department of Human Services in accordance with the following provisions:

- A. Furnish facilities and staff necessary to provide services within all time frames on an "as requested" basis. Services shall include the following:
 1. Removal and delivery of decedent to mortuary.
 2. Cremation Provisions:
 - a. A fiberboard or equivalent container for cremation process.
 - b. Oversee actual cremation process.
 - c. A fiberboard or plastic type container for cremains (size shall be approximately 8" x 5" x 8").
 3. Burial Provisions
 - a. Interment of cremains in appropriate area of Contractor's cemetery as approved by the County Cemetery Director. Upon prior approval of the County Cemetery Director, interment of cremains may take place in County cemetery.
 - b. Interment of cremains shall be performed by Contractor's personnel with a pre-designated plot reserved for interment of decedent indigents and pursuant to requirements of applicable State and local laws.
 - c. Contractor shall provide for permanent identification of said interments (i.e., name and date of death) on a brass plaque located at said plot.
 - d. Interment of non-cremated remains shall include shroud and particleboard container in addition to those services noted in A.1., A.4.through A.7 and 3.c.
 - e. Interment of any remains shall be performed in accordance with State laws and County ordinance and will include the use of an acceptable liner, proper depths and all other provision as required therein.
 4. Preparation and filing of interment record and disposition form with County General Services Department.
 5. Provision of necessary permits.
 6. Transportation of remains to a County cemetery or to such place as may be directed by County staff responsible for final disposition of ashes/remains.

As an alternative to the transportation of non-cremated remains to a County cemetery or such place as may be directed by County staff, Contractor shall, upon direction and as authorized by County staff, provide for direct burial of cremains at the Contractor's cemetery.

7. Use of all necessary mortuary facilities and staff services.
- B. Disposition of decedent shall be by cremation unless there is an objection for religious or legal reasons, in which case the Contractor shall provide necessary burial preparations. In the event family is located, remains shall not be considered as "indigent." In the event a family member is located, the family shall be responsible for any and all costs of services provided by Contractor.
- C. Contractor shall be responsible for coordinating with County staff for interment of non-cremated remains on a "per case" basis. Opening and closing of graves for interment of non-cremated remains within County cemeteries shall be provided by County staff and is not included in the Scope of Services noted herein. Interment in Contractor's cemetery shall be provided by Contractor's staff.
- D. In the case of cremation, Contractor may store cremains (in individual containers) for periodic group interment as coordinated with, and approved by the County. Said group interments shall be made periodically; however, in no case shall interment of cremains held by Contractor be made less often than two (2) times per calendar year.
- E. Contractor may release cremains to family members upon receipt of written request. A copy of said written request shall be forwarded to the General Services Department within three (3) business days of said request.
- F. Contractor shall obtain names and addresses of all persons inquiring into status of decedent. 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 County Coroner, with copies sent to the Departments of Human Services and General Services.
- G. Contractor shall conduct a search for the decedent's next of kin and any organization (such as military) which may be able to defray the cost of the burial services. Contractor shall share this information with the Department of Human Services.
- H. Contractor shall request payment from the Department of Human Services only if there are no other funding resources available or if there is a remaining balance, based on the agreed-upon fee schedule.
- I. Contractor shall notify decedent's next of kin (when such person[s] are made known to Contractor) within three (3) business days, of the statutory duty of kin to bear cost of burial, in accordance with the California Health and Safety Code Section 7100. This can be accomplished via a "form type" 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.

- J. Contractor shall be responsible for timely completion of all applicable interment forms and shall forward copies of same to the General Services Department, Real Property Planning and Administration Division with ten (10) business days of the date of death certificate. The County will provide contractor with an adequate supply of said forms at no cost to Contractor.
- K. Contractor shall assure that all services are performed in compliance with the California Health and Safety Code, Division 7, Section 7000-8006.