

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated July 9, 2024 and is between Reyna Enterprises, a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California, through its Sheriff's Office ("County").

Recitals

1. County's Sheriff-Coroner's Office requires professional decedent removal services.
2. County issued Request for Quotation No. 24-058 and Addendum One (collectively, RFQ) to obtain a qualified vendor to provide such decedent removal services. The bid was awarded to Contractor, the only qualifying vendor that met County's minimum compliance specifications.
3. Contractor represents that it can provide such decedent removal services subject to the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

- 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."
- 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.
- 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

- 2.1 In consideration of the services satisfactorily provided pursuant to Article 1, "Obligations of the Contractor", of this Agreement, County shall compensate Contractor pursuant to Article 3 of this Agreement, entitled "Compensation, Invoices, and Payments".

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement for the initial term of the Agreement shall not exceed four million, five
8 hundred thousand dollars and no cents (\$4,500,000) from July 1, 2024 to June 30, 2027. If this
9 Agreement is extended for additional one-year terms following the initial term, the compensation
10 payable to the Contractor for each additional one-year term shall not exceed one million, five
11 hundred thousand dollars and no cents (\$1,500,000) for each twelve (12) month the term of this
12 Agreement is extended pursuant to Article 4 of this Agreement, entitled "Term of Agreement". In
13 no event shall maximum compensation for services performed exceed the seven million, five
14 hundred thousand dollars and no cents (\$7,500,000) during the term of this Agreement,
15 inclusive to the two optional extension periods. The Contractor acknowledges that the County is
16 a local government entity, and does so with notice that the County's powers are limited by the
17 California Constitution and by State law, and with notice that the Contractor may receive
18 compensation under this Agreement only for services performed according to the terms of this
19 Agreement and while this Agreement is in effect, and subject to the maximum amount payable
20 under this section. The Contractor further acknowledges that County employees have no
21 authority to pay the Contractor except as expressly provided in this Agreement. It is understood
22 that all expenses, including by not limited to, payment of permits, fees, and sales taxes,
23 incidental to Contractor's performance of services under this Agreement shall be borne by
24 Contractor.

25 3.3 **Invoices.** The Contractor shall submit monthly invoices to Coroner Office Lieutenant
26 or assignee at the Fresno County Sheriff's Coroner's Office 3333 E. American Avenue, Suite G,
27 Fresno, CA 93725 or emailed to coroner@fresnosheriff.org. Invoices shall specify rates: i.e.
28 Zone #1, Zone #2, Standby Time, Special Assistance as well as everything invoiced per

1 EXHIBIT B. Charges for special Assistance shall include a detailed description of services
2 provided. Use Exhibit 1 "Zone Map" to determine which area of Fresno County is designated
3 Zone #1 and Zone #2. The Contractor shall submit each invoice within 60 days after the month
4 in which the Contractor performs services and in any case within 60 days after the end of the
5 term or termination of this Agreement.

6 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
7 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
8 address specified in the invoice.

9 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
10 expenses that are not specified as payable by the County under this Agreement.

11 **Article 4**

12 **Term of Agreement**

13 4.1 **Term.** This Agreement is effective retroactive to July 1, 2024 and terminates on June
14 30, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and
15 Suspension," below.

16 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
17 year periods only upon written approval of both parties at least 30 days before the first day of
18 the next one-year extension period. The Sheriff or his or her designee is authorized to sign the
19 written approval on behalf of the County based on the Contractor's satisfactory performance.
20 The extension of this Agreement by the County is not a waiver or compromise of any default or
21 breach of this Agreement by the Contractor existing at the time of the extension whether or not
22 known to the County.

23 **Article 5**

24 **Notices**

25 5.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:

27 **For the County:**
28 Sheriff
County of Fresno

1 2200 Fresno Street
2 Fresno, CA 93710
3 coroner@fresnosheriff.org

4 **For the Contractor:**
5 Reyna Enterprises
6 Raul Reyna, CEO
7 2525 E Hammond
8 Fresno, CA 93703
9 reyna1024@comcast.net

10 **5.2 Change of Contact Information.** Either party may change the information in section
11 5.1 by giving notice as provided in section 5.3.

12 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
13 for or permitted under this Agreement must be in writing, state that it is a notice provided under
14 this Agreement, and be delivered either by personal service, by first-class United States mail, by
15 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
16 Document Format (PDF) document attached to an email.

17 (A) A notice delivered by personal service is effective upon service to the recipient.

18 (B) A notice delivered by first-class United States mail is effective three County
19 business days after deposit in the United States mail, postage prepaid, addressed to the
20 recipient.

21 (C) A notice delivered by an overnight commercial courier service is effective one
22 County business day after deposit with the overnight commercial courier service,
23 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
24 the recipient.

25 (D) A notice delivered by telephonic facsimile transmission or by PDF document
26 attached to an email is effective when transmission to the recipient is completed (but, if
27 such transmission is completed outside of County business hours, then such delivery is
28 deemed to be effective at the next beginning of a County business day), provided that
the sender maintains a machine record of the completed transmission.

5.4 Claims Presentation. For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

9 (A) Modify the services provided by the Contractor under this Agreement; or

10 (B) Terminate this Agreement.

11 **6.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to the Contractor. The written
14 notice may suspend performance under this Agreement, and must provide at least 30
15 days for the Contractor to cure the breach.

16 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Contractor has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Contractor.

27 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 Status. In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 Benefits. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 Services to Others. The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 Indemnity. The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine at any time during business hours and as often as the County deems
14 necessary, all of the Contractor's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:
27
28

1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Contractor may provide to the County, unless such disclosure is prohibited
7 by court order.

8 (C) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 10, beginning with section
14 7920.000) ("CPRA").

15 (E) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with
20 respect to any record or data that the Contractor may provide to the County shall be
21 disregarded and have no effect on the County's right or duty to disclose to the public or
22 governmental agency any such record or data.

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
2 possession or control, together with a written statement that the Contractor, after conducting a
3 diligent search, has produced all requested records that are in the Contractor's possession or
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a
5 diligent search, does not possess or control any of the requested records. The Contractor shall
6 cooperate with the County with respect to any County demand for such records. If the
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the
9 exemption by citation to specific legal authority within the written statement that it provides to
10 the County under this section. The Contractor's assertion of any exemption from disclosure is
11 not binding on the County, but the County will give at least 10 days' advance written notice to
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
15 failure to produce any such records, or failure to cooperate with the County with respect to any
16 County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 **11.1 Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

21 **11.2 Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 **11.3 Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5

16 12.6 **Construction.** The final form of this Agreement is the result of the parties' combined
17 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
18 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
19 against either party.

20 12.7 **Days.** Unless otherwise specified, "days" means calendar days.

21 12.8 **Headings.** The headings and section titles in this Agreement are for convenience
22 only and are not part of this Agreement.

23 12.9 **Severability.** If anything in this Agreement is found by a court of competent
24 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
25 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
26 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
27 intent.

1 **12.10 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
6 all applicable State of California and federal statutes and regulation.

7 **12.11 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
8 of the Contractor under this Agreement on any one or more occasions is not a waiver of
9 performance of any continuing or other obligation of the Contractor and does not prohibit
10 enforcement by the County of any obligation on any other occasion.

11 **12.12 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
12 between the Contractor and the County with respect to the subject matter of this Agreement,
13 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
14 publications, and understandings of any nature unless those things are expressly included in
15 this Agreement. If there is any inconsistency between the terms of this Agreement without its
16 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
17 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
18 exhibits.

19 **12.13 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
20 create any rights or obligations for any person or entity except for the parties.

21 **12.14 Authorized Signature.** The Contractor represents and warrants to the County that:

22 (A) The Contractor is duly authorized and empowered to sign and perform its
23 obligations under this Agreement.

24 (B) The individual signing this Agreement on behalf of the Contractor is duly
25 authorized to do so and his or her signature on this Agreement legally binds the
26 Contractor to the terms of this Agreement.

27 **12.15 Electronic Signatures.** The parties agree that this Agreement may be executed by
28 electronic signature as provided in this section.

1 (A) An "electronic signature" means any symbol or process intended by an individual
2 signing this Agreement to represent their signature, including but not limited to (1) a
3 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
4 electronically scanned and transmitted (for example by PDF document) version of an
5 original handwritten signature.

6 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this Agreement
8 for all purposes, including but not limited to evidentiary proof in any administrative or
9 judicial proceeding, and (2) has the same force and effect as the valid original
10 handwritten signature of that person.

11 (C) The provisions of this section satisfy the requirements of Civil Code section
12 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
13 Part 2, Title 2.5, beginning with section 1633.1).

14 (D) Each party using a digital signature represents that it has undertaken and
15 satisfied the requirements of Government Code section 16.5, subdivision (a),
16 paragraphs (1) through (5), and agrees that each other party may rely upon that
17 representation.

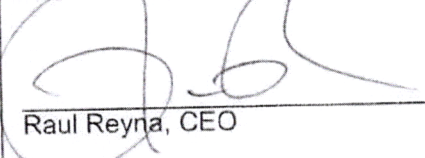
18 (E) This Agreement is not conditioned upon the parties conducting the transactions
19 under it by electronic means and either party may sign this Agreement with an original
20 handwritten signature.

21 **12.16 Counterparts.** This Agreement may be signed in counterparts, each of which is an
22 original, and all of which together constitute this Agreement.

23 [SIGNATURE PAGE FOLLOWS]
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25
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27
28


1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Reyna Enterprises Inc.

3 
4
5 Raul Reyna, CEO

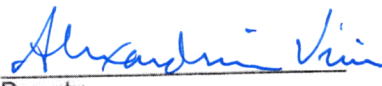
6 2525 E Hammond Street
7 Fresno, CA 93703

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

11 For accounting use only:

12 Org No.: 31117000
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000

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Exhibit A

Scope of Services

Contractor shall provide all labor, materials, equipment, transportation etc. to perform the services specified below.

- A. Contractor shall be on call twenty-four (24) hours per day, seven (7) days a week for body removal services for the County of Fresno Coroner's Office (Coroner's office).
- B. Coroner's office will place removal request calls to Contractor's designated phone number. Contractor will be responsible for transferring calls to the proper pick up and removal units. Contractor units shall be capable of cellular dispatching, which includes text messages. The pickup units must be dispatched in less than 15 minutes from when the Contractor received the original notification of the call request. If unable to do so, Contractor must immediately notify the Coroner's office's on-duty supervisor. Coroner's office shall be a priority call to Contractor.
- C. Pick up units shall have a minimum of two (2) persons, unless otherwise authorized by the Coroner's office. Unit vehicles shall have a minimum capacity of two (2) cases.
- D. Pick up personnel shall be provided with photo ID cards or other valid identification for access at the scene of a Coroner's investigation. Personnel shall be neatly dressed and professional in appearance for all removal cases. Clothing attire shall include, dress slacks, collared button shirt and tie during the removal of a deceased at a residence. In the hot months, a polo shirt is acceptable. Jumpsuits are permitted in cases where climate, residential or body conditions may result in contamination. No visible tattoos or facial piercings (except women's ears).
- E. A background check is required on all employees along with a valid driver's license. Drug tests may be required.
- F. Contractor shall provide notice to County of all disciplinary actions imposed on its employees performing work pursuant to this Agreement.
- G. All employees of the Contractor shall be "bondable" and each employee of the Contractor will be bonded at the expense of the Contractor. (\$25,000.00)
- H. All information concerning a Coroner's investigation is to be held in the strictest confidence by Contractor and Contractor's employees. Under no condition shall any information be divulged without the express permission of the Coroner.
- I. Contractor shall use properly suited vehicles and provide all equipment and supplies, including but not limited to, slings, portable stretchers, linens, gloves, masks, shoe covers, hair covers, plastic sheeting, disaster or removal pouches. This includes all PPE needed. Contractor's vehicles shall be maintained in a clean and presentable fashion at all times.
- J. Rear portions of vehicle shall be screened from public view. Representatives of the Coroner's office may from time to time make inspections of vehicles, equipment and supplies. Contractor shall be required to make the necessary corrections within ten (10) working days of notice thereof by the Coroner/Public Administrator.

Exhibit A

- 1 K. Contractor's personnel shall arrive in Zone #1 area within one-half (1/2) hour and in Zone
2 #2 within one and one-half (1 1/2) hours after notice by Coroner. Exceptions permitted for
natural weather conditions or other hazardous conditions (refer to zone description).
- 3 L. Operation time shall be one-half (1/2) hour at the removal site unless other instructions are
4 given by the Coroner or special conditions prohibit removal within that time period. All
directions will come from the Coroner or Coroner's representative.
- 5 M. Contractor shall follow written guidelines provided by the Coroner's office for removal
6 procedure, decedent property handling and Coroner facility access. The Contractor and
7 his agents will be responsible to correctly follow the guidelines. Failure by the Contractor
or his agent to follow the established guidelines may result in complete or partial loss of
8 payment for that removal.
- 9 N. The Coroner's staff may respond to any or all requests for removal by the Contractor to
observe removal service compliance with established removal guidelines.
- 10 O. Upon arrival at the scene of a removal, the Contractor and/or his employees will advise the
11 Coroner's office employee on scene of their arrival. They will then return to their vehicle
and await specific instruction from the Coroner's office employee. In those cases where
12 there is no Coroner's office employee on scene, the Contractor or his employees will act
upon prior instructions from the Coroner's office staff. If there are any questions regarding
13 removal instructions, the Contractor or his employees shall contact the on-scene
investigator on call Coroner's Investigator.
- 14 P. Contractor shall designate a "lead person" on each removal call. This person shall report
15 to the Deputy Coroner Investigator handling the call. In the event the Deputy Coroner is
not at the scene of the removal, it will be the responsibility of the "lead person" to ensure
16 the proper conduct of the removal staff, the proper handling of the deceased (including
placing a toe tag on the deceased), the associated property of the deceased, and follow
17 the removal guidelines established between the Contractor and the County Coroner.
- 18 Q. After removal of the deceased from the site, the pick-up unit will proceed to the County
19 Morgue, located at 3150 E. Jefferson, Fresno, CA, unless otherwise directed. The
deceased will be moved from the pick-up unit's stretcher and placed inside the outside
20 refrigeration after office hours. During office hours, the remains will be brought inside the
facility where the deceased will be processed and placed on a morgue tray and put into a
21 cooling unit unless directed by the Coroner or Coroner's representative to do otherwise.
The pick-up unit will toe tag the deceased, log in the time, date of service, and the
22 deceased's name.
- 23 R. County shall issue ID badges for access to the Coroner facility to the Contractor. Each ID
24 badge will be assigned to a specific Contractor employee. Unauthorized use of the ID
badges for facility access will terminate that Contractor's employee's access to the
25 Coroner facility.
- 26 S. The County reserves the right to employ other Removal Services to perform the
27 Contractor's duties in the event of a disaster, County burial contracts or other emergency
circumstance, or due to the failure of the Contractor to fulfill his obligations pursuant to this
28 Agreement, or as needed by County. **This Agreement is not exclusive.**

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Rate Schedule

Descriptions	Unit of Measure	Annual Estimate	Rate	Estimated Extended Total
Zone 1-Removal Services	Each	2500	\$285.00	\$712,500.00
Zone 2-Removal Services	Each	1400	\$325.00	\$455,000.00
Flat Rate*	Each	500	\$200.00	\$100,000.00
Zone-1-Dry Run & Additional Removal	Each	100	\$145.00	\$14,500.00
Zone 2 - Dry Run & Additional Removal	Each	100	\$165.00	\$16,500.00
Stand-BY Removals	Hour	200	\$55.00	\$11,000.00
Special Assistance Service	Hour	75	\$50.00	\$3,750.00
Cremation Transport Max Capacity	Flat	100	\$200.00	\$20,000.00

* Flat rate fee- This fee is for pick up at CRMC, Clovis Community, Fresno Heart and Saint Agnes Medical Center. This flat rate is for a maximum of 2 deceased at a flat rate at these hospitals.

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Exhibit D

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

Exhibit D

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.