AGREEMENT

THIS AGREEMENT is made and entered into this <u>20th</u> day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and RR-M Reyna Inc., a California corporation doing business as R & R Transport, whose address is 1811 Hedges Avenue Fresno, California 93703, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY's Sheriff Office, hereinafter referred to as "COUNTY", requires professional decedent removal services as described in County's Request for Quotation No. 19-067 and Addendum One made thereto (collectively, RFQ") which contained specified detailed compliance specifications the vendor had to comply to as well as a comprehensive quotation schedule.

WHEREAS, the bid was awarded to RR-M Reyna Inc., the vendor that met COUNTY'S minimum compliance specifications and was the lowest quote. RFQ No. 19-67 received two bids.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

OBLIGATIONS OF THE CONTRACTOR

- A. CONTRACTOR shall provide professional decedent removal services on a 24-hour, 7 days a week, non-exclusive basis when requested by the Sheriff, or his or her designee, as stated in Exhibit "B" and on the map on Exhibit "C". CONTRACTOR acknowledges that this agreement is non-exclusive, and COUNTY may perform the same or similar services through either its employees or other contractors. In performance with of its duties under this Agreement, CONTRACTOR shall comply with all applicable laws, local ordinances, and regulations, as well as the "Scope of Work/Services Requirements and Conditions" included in Exhibit "B". On May 3, 2019 purchasing issued Addendum Number One (1) specifying that the \$25,000 bond requested for each employee on the RFQ shall be a \$25,000 Fidelity Bond.
- B. CONTRACTOR shall provide vehicles and all equipment and supplies necessary for performance of CONTRACTOR's duties under the Agreement. Such equipment and supplies

include, but are not limited to, the following: slings, portable stretchers, linens, gloves, plastic sheeting, medium weight disaster pouches (for non-homicide cases).

- C. CONTRACTOR's vehicles shall at all times be maintained pursuant to California Department of Motor Vehicles regulations and in a clean and presentable fashion. The rear portion of CONTRACTOR's vehicles shall be screened from public view. Representatives of the Sheriff may from time to time make inspections of CONTRACTOR's vehicles, equipment and supplies. If the Sheriff, or his or her designee, determines that CONTRACTOR's vehicles, equipment or supplies are not sufficient for CONTRACTOR to be in compliance with its obligations pursuant to this Agreement, then CONTRACTOR shall make all corrections and/or repairs within ten (10) working days of written notice thereof by the Sheriff, or his or her designee.
- D. A criminal background check and DMV check shall be required of CONTRACTOR's employees who will be involved in the provision of services under this Agreement. All such employees shall have a valid driver's license. CONTRACTOR shall be responsible for ensuring the criminal background check and DMV check are completed and that its employees possess a valid driver's license. Any costs associated with ensuring the checks are completed shall be borne by CONTRACTOR. Livescan results and/or driving record printouts shall be provided by CONTRACTOR to COUNTY upon request by the Sheriff, or his or her designee.
- E. CONTRACTOR's employees shall be neatly dressed and professional in appearance for all removal cases. The clothes worn by employees must cover tattoos or piercings (except ear piercings) at all times during removal. CONTRACTOR shall immediately inform COUNTY of any disciplinary action it takes against any of its employees, including termination.
- F. It is understood and agreed that the services to be provided by CONTRACTOR involve the removal of deceased persons. Pick up units shall be a minimum of (2) persons unless otherwise authorized by the Sheriff or his or her designee. CONTRACTOR's employees

shall, after receiving oral notice from the Coroner, or his or her designee, arrive on scene in each Zone referred to in Exhibit "C", within the following maximum time periods:

ZONE # 1: One half (½) hour;

ZONE # 2: One and one half (1 ½) hours.

The Coroner, or his or her designee, may at their discretion, grant exceptions to the foregoing time requirements in the event of adverse weather conditions or other hazardous conditions. CONTRACTOR shall designate a lead person in response to any call for service by the Coroner, or his or her designee. CONTRACTOR's lead person shall be responsible for supervising the CONTRACTOR's performance of services on each call, including the activities of CONTRACTOR'S employees.

G. All information received by CONTRACTOR, or its employees, regarding any decedent removal or pick-up under this Agreement is confidential and under no circumstances shall CONTRACTOR or its employees disclose, except to Sheriff's staff, any such information without written permission by the Sheriff or his or her designee.

2. OBLIGATIONS OF THE COUNTY

The in consideration of the services satisfactorily provided pursuant to Section 1, "OBLIGATIONS OF CONTRACTOR," of this Agreement, COUNTY shall compensate CONTRACTOR as stated in Section 5 of this Agreement, entitled "COMPENSATION/INVOICING".

TERM

The term of this Agreement shall be for a period of three (3) years, commencing on May 16, 2019 through and including May 15, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Sheriff or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

A. <u>Non-Allocation of Funds</u> - The terms of this Agreement, and the services_to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this

Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the COUNTY;
 - 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

- C. <u>Without Cause</u> Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.
- 5. <u>COMPENSATION/INVOICING</u>: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

In consideration of the services satisfactorily provided by CONTRACTOR pursuant to this Agreement, COUNTY shall compensate CONTRACTOR as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. A cash discount of 5% shall apply to payments made by COUNTY pursuant to this Agreement if payment is made within fifteen (15) days of receipt of invoice from CONTRACTOR pursuant to this section.

The maximum amount payable by COUNTY under this Agreement for services rendered by CONTRACTOR shall not exceed TWO HUNDRED AND FORTY SIX THOUSAND DOLLARS AND NO CENTS (\$246,000.00) for each twelve (12) month the term of this Agreement is extended pursuant to

Section 3 of this Agreement, entitled "Term". The maximum amount payable by COUNTY under this Agreement for services rendered by CONTRACTOR from May 16, 2019 to May 15, 2022 shall not exceed SEVEN HUNDRED THIRTY EIGHT THOUSAND DOLLARS AND NO CENTS (\$738,000.). In no event shall services performed under this Agreement be in excess of ONE MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS during the term of this Agreement, inclusive of the optional extension periods.

It is understood that all expenses, including but not limited to, payment of permits, fees and sales taxes, incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

CONTRACTOR shall submit monthly invoices to COUNTY Fresno County Sheriff's Office, 3333 E. American, Suite G, Fresno, California 93725. Invoices shall include the following detailed information: case name and charge. The charges shall specify the aforementioned rates: i.e. Zone # 1, Zone # 2, Standby Time, and Special Assistance. Charges for Special Assistance shall include a detail description of services provided.

6. <u>INDEPENDENT CONTRACTOR</u>: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In

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addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

- 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
- 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

10. **INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. <u>Automobile Liability</u>

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. <u>Professional Liability</u>

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Deputy Coroner, Kelly Matlock, 3333 E. American, Ste G. Fresno, CA 93725, stating that such insurance coverage have been obtained and are in

full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. <u>AUDITS AND INSPECTIONS</u>: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. <u>NOTICES</u>: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

CONTRACTOR

COUNTY OF FRESNO Sheriff's Office 333 E. American, Ste. G Fresno, Ca 93725 Raul Reyna, CEO RR-M Reyna Inc. 1811 E. Hedges Fresno, Ca 93703

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be 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. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. <u>GOVERNING LAW</u>: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. <u>ENTIRE AGREEMENT</u>: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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7	IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year		
8	first hereinabove written.		
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10	CONTRACTOR	COUNTY OF FRESNO	
11		255	
12	(Authorized Signature)	Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno	
13	RAI REYWA LED		
14	Print Name & Title 18/1 E Hobbes		
15	FNONU. CA 93703		
16	Mailing Address	ATTEST:	
17		Bernice E. Seidel Clerk of the Board of Supervisors	
18		County of Fresno, State of California	
19			
20			
21	By	: Susan Bishop	
22	FOR ACCOUNTING USE ONLY:	Deputy	
23	Fund:0001		
24	Subclass:10000		
25	ORG:31117000		
26	Account:7295		
27			

EXHIBIT A

FEE SCHEDULE

\$35.00

1)	Basic Per Call Removal Rate		
	a)	Zone No. 1	\$145.75
	b)	Zone No. 2	\$177.75
2)	2) Per Call Dry Run & Additional Removal		onal Removal Rate
	a)	Zone No. 1	\$75.00
	b)	Zone No. 2	\$90.00
3)	Per Hour Rate – (billed in ½ hour increments		
	a)	Stand-by	\$ 30.00

Special Assistance

- Special Assistance may be charged in the event the decedent is in excess of agreed upon weight. Any other charges for Special Assistance must be approved by Coroner's representative prior to inclusion on invoice.
- 4) Cremation Transport Max Capacity

b)

a) Flat \$130.00

EXHIBIT B

SCOPE OF WORK

- Contractor will 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.
- For the purposes of this contract, the County of Fresno shall be divided into two (2) zones for removal service:
 - Zone #1 shall refer to the Fresno-Clovis metropolitan area [Refer to zone map/description attachment Exhibit C]
 - Zone #2 Entire Fresno County excluding Zone #1.
- All removal requests calls will be placed by the Coroner's office directly to Contractor's office.
- Pick up units shall consist of minimum of two (2) persons (unless otherwise pre- authorized by the Coroner's office).
- All Pick up personnel will be provided with photo ID cards or other valid identification to access the scene of a Coroner's investigation. Personnel shall be semi- professionally dressed and neat in appearance for all removal cases. Attire may be casual business and must cover all tattoos and piercings, with the exception of ear piercings at all times. Polo shirts are permitted. Jumpsuits are permitted only in cases where climate, residential, or body conditions may result in contamination to personnel. Only the vendor's company name may appear on any clothing worn on scene.
- 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 expressed permission of the Coroner.
- Contractor is responsible for the completion of a criminal background check, a Live Scan a
 DMV check and verification of a valid driver's license for each and every member of their staff
 involved in the provision of services to the Coroner, at the Contractor's expense. Live scan and
 a print out of driving record for each Contractor employee preforming services for the
 Coroner's office shall be provided to the Unit Commander prior to the commence of services.
- All employees of the Contractor shall be "bondable" at a minimum of \$25,000.00. Bonding will be completely at the expense of the Contractor.
- Each Contractors employee will be issued a specific ID badge for access to the Coroner facility. The ID badge will identify a specific Contractor employee. Any Unauthorized ID badge use to gain access to the Coroner facility will result in an automatic termination of that Contractor's employee's badge. ID badges must be returned to Coroner's office within four (4) days of employee's termination. Any Lost badge fees are the responsibility of the Contractor.
- Quarterly meetings will be held between the Coroner's staff and the Contractor to discuss any concerns/changes/opportunities, etc. and to review reports.
- Contractor will use properly suited vehicles with a minimum capacity of two (2) cases. Pick up vehicles will be furnished with all necessary equipment and supplies, including but not limited to, slings, portable stretchers, linens, gloves, plastic sheeting, disaster or removal pouches to perform this service. Contractor's vehicles shall be maintained in a clean and presentable fashion at all times. No remote characteristic or exhibit what so ever relating to or representation of the Coroner, or the Sheriff shall appear on any vehicle.
- 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 Unit Commander.

- Contractor shall immediately inform the Unit Commander of any disciplinary action taken against personnel, including but not limited to the following:
 - 1. Termination of an employee.
 - 2. Learning any personnel has engaged in the use of illicit drugs or has abused a controlled or non-controlled substance during the term of the agreement.
 - 3. Any change in driving or criminal record of any Contractor's staff members.
 - 4. Upon request by the Unit Commander, Contractor must prohibit such personnel from engaging in the provision of any services to Coroner
- Contractor's personnel shall arrive in Zone #1 area within one-half (1/2) hour and in Zone #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 map/description attachment Exhibit 1]
- Operation time shall be one-half (1/2) hour at the removal site unless other instructions are given by the Coroner or special conditions prohibit removal within that time period. All directions will come from the Coroner or Coroner's representative.
- The Contractor will follow all written guidelines provided by the Coroner's office for removal procedure, decedent property handling and Coroner facility access. The Contractor and his agents will be responsible to correctly follow these guidelines. Failure by the Contractor or his agent to follow the established guidelines may result in complete or partial loss of payment for that removal.
 - 1. Any request for removal by the Contractor may be observed by the Coroner's staff for compliance with established removal guidelines and procedures.
 - 2. The Contractor and/or his employees will advise the Coroner's staff on scene immediately of their arrival. They will then return to their vehicle and await specific instruction from the Coroner's office employee.
 - 3. In cases, where no Coroner's staff is on scene, the Contractor or his employees will act upon prior instructions from the Coroner's office staff.
 - 4. If there are any questions regarding removal instructions, the Contractor or his employees will contact the on-scene investigator or call the Coroner's Investigator.
 - 5. The Contractor shall designate a "lead person" on each removal call. This person will be responsible to report 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 insure proper: conduct of the removal staff, handling of the remains, the associated property of the decedent, and compliance with the removal guidelines established between the Contractor and the County Coroner.
- Once the remains have been removed from the site, the pick-up unit will proceed to the County Morgue, located at 3150 E. Jefferson, Fresno, CA, unless otherwise directed. The remains will be moved from the pick-up unit's stretcher, placed on a morgue tray and put into a cooling unit unless directed otherwise by the Coroner or Coroner's representative.
- The pick-up unit will tag the remains, log in the time, date of service, and the victim's name.
 Coroner's Transport Trip Ticket sheets for each call must be completed at the start of the call and a copy left at the drop off of the deceased.



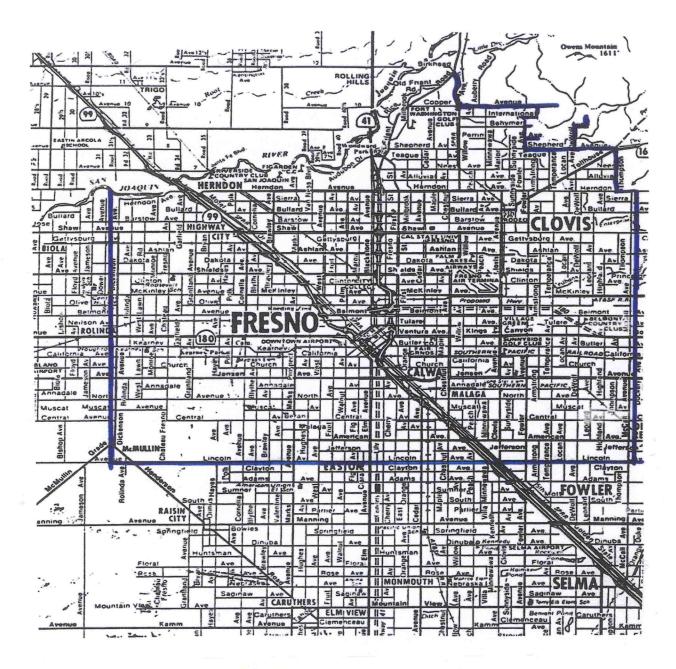
Exhibit C

EXHIBIT 1

ZONE MAP

COUNTY OF FRESNO DECEDENT

REMOVAL SERVICE



ZONE NO. ONE: Within Darkened Boundary and San Joaquin River

ZONE NO. TWO: All of Fresno County Excluding ZONE NO. ONE as defined by this Map.