

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. PA-20-154**

This second Amendment to Agreement No. PA-20-154 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Anker-Lucier Mortuary, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully-executed by all parties.

WHEREAS, Agreement No. PA-20-154 was entered into on July 14, 2020; and

WHEREAS, first Amendment, BOS Agreement No. 23-092 was entered into on June 6, 2023; and

WHEREAS, upon execution of this document by CONTRACTOR and COUNTY, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in first Amendment, BOS Agreement No. 23-092, from June 30, 2024 to June 30, 2025; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the maximum amount set out in first Amendment BOS Agreement No. 23-092, from \$66,666.66 to \$83,333.32.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in first Amendment BOS Agreement No. 23-092 is hereby extended from June 30, 2024 to June 30, 2025.
2. The maximum amount set out in first Amendment BOS Agreement No. 23-092 is hereby increased from \$66,666.66 to \$83,333.32.
3. Exhibit B, Payment Terms, set out in first Amendment BOS Agreement No. 23-092 has been altered and a new Exhibit B is attached herein with changes denoted in bold font.

All other terms and conditions of Agreement No. PA-20-154, and first Amendment BOS Agreement No. 23-092 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

John Magnan 05/28/2024
John Magnan (May 28, 2024 11:59 PDT)

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 862185

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcie
Deputy 06/25/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arcie
Deputy 06/25/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 05/28/2024

CONTRACTOR/COMPANY NAME

By: Ed Lucier
(May 29, 2024 15:02 PDT)

Date: 05/29/2024

NAME AND ADDRESS OF CONTRACTOR:

Anker-Lucier Mortuary

95 W. Commercial Street

Willits, CA 95490

Ph: 707-459-5515

Em: tlucier@willitsonline.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton
COUNTY COUNSEL

Date: 05/28/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher
Deputy CEO or Designee

Date: 05/28/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ RFP SO-2020-001

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR will submit invoices addressed to:

Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

OR

Email to: accounting@mendocinosheriff.org

CONTRACTOR will include their County vendor number and County contract number on each invoice.

2. COUNTY will pay CONTRACTOR for Coroner-related mortuary services as follows:

Removal of remains within response area	\$0.00
Storage of remains beyond seven (7) days	\$35.00 per day
Storage of remains up to seven (7) days	\$0.00
Special Transportation of remains within ten (10) miles of mortuary (i.e. Hospital for x-rays)	\$0.00
Special Transportation of remains over ten (10) miles or to mortuary in Ukiah for examination	\$225.00 per case
Standby time in excess of one (1) hour	\$80.00 per hour

3. **Payments under this Agreement shall not exceed Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty Two Cents (\$83,333.32) for the term of this Agreement.**

[END OF PAYMENT TERMS]