

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. BOS 20-108**

This Amendment to BOS Agreement No. BOS 20-108 is entered into this 6th day of June, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Eversole Mortuary, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. BOS 20-108 was entered into on July 20, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Eversole Mortuary, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, on January 10, 2023 COUNTY entered into the First Amendment to Agreement No. BOS 20-108 with Eversole Mortuary that increased the compensation payable to CONTRACTOR from \$100,000 to \$120,000 due to a surge in the number of coroner cases in Mendocino County; and

WHEREAS, Agreement No. BOS 20-108 provided for an option to extend the Agreement for up to two (2) consecutive additional one (1) year periods; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. BOS 20-108, from June 30, 2023 to June 30, 2024 and increase the total contract amount by \$33,333.33 for a new total contract amount of \$153,333.33.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. BOS 20-108 will be extended from June 30, 2023 to June 30, 2024.
2. The amount set out in BOS Agreement No. BOS 20-108 will be increased by \$33,333.33, the maximum amount of the first one-year extension of the Agreement.
3. The Payment Terms, Exhibit B, Item No. 4, set out in original Agreement BOS 20-108 has been altered and a new Payment Terms, Exhibit B, is attached herein with changes denoted in bold font.

All other terms and conditions of BOS Agreement No. BOS 20-108 shall remain in full force and effect.

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

DEPARTMENT FISCAL REVIEW:

Darren Brewster #2329
Darren Brewster #2329 (Apr 27, 2023 15:05 PDT)

Apr 27, 2023

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 862185

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONTRACTOR/COMPANY NAME:

By: _____

NAME AND ADDRESS OF CONTRACTOR:

Eversole Mortuary

141 Low Gap Rd.

Ukiah, CA 95482

Ph: 707.462.4809

Em: eversolemortuary@gmail.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 OF MENDOCINO

By: _____

Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 06/06/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____

Antle
Deputy

06/06/2023

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: _____

Antle
Deputy

06/06/2023

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____

Brina Blanton
Deputy

Date: _____

04/27/2023

INSURANCE REVIEW:

By: _____

Darcie Antle
Risk Management

Date: _____

04/27/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____

Chris Han
Deputy CEO or Designee

Date: _____

04/27/2023

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT B

PAYMENT TERMS

1. CONTRACTOR will submit monthly invoices addressed to:

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

OR

Email to: accounting@mendocinosheriff.org

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

Removal of remains within response area	\$0.00
Autopsy assistant for cases originating in another mortuary response area, to include reconstitution of body	\$250.00 per case
Autopsy assistant for cases originating in Eversole Mortuary response area, to include reconstitution of body	\$0.00
Storage of remains beyond (7) days	\$30.00 per day
Storage of remains up to (7) days	\$0.00
Disposal of personal protective equipment waste products	\$375.00 per month
Special Transportation of remains within 10 miles of mortuary (example-Hospital X-Rays)	\$50.00
Special Transportation of remains in excess of 30 miles within Mendocino County	\$100.00
Special Transportation of remains outside of Mendocino County	\$100.00 plus \$ 0.50 per mile
Standby time in excess of 1 hour	\$30.00 per hour

3. CONTRACTOR will bill decedent's estate or responsible party for removal fees.
4. Payments under this agreement shall not exceed **One Hundred Fifty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$153,333.33 total) for the term of this Agreement.**

[END OF PAYMENT TERMS]