

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

This third Amendment to Agreement No. BOS-20-108 is entered into 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," the date this Amendment is fully-executed by all parties.

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

WHEREAS, the first Amendment to Agreement No. BOS-20-108 was entered into on January 10, 2023, increasing the Agreement amount from \$100,000.00 to \$120,000.00 due to a surge in coroner cases in Mendocino County; and

WHEREAS, the second Amendment to Agreement No. BOS-20-108 was entered into on June 6, 2023, extending the term through June 30, 2024, and increasing the amount by \$33,333.33, from \$120,000 to \$153,333.33; 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, upon execution of this document by COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date set out in Agreement No. BOS-20-108-A2, from June 30, 2024 to June 30, 2025; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total compensation payable to CONTRACTOR set out in Agreement No. BOS-20-108-A2 from \$153,333.33 to \$186,666.66 for the continuation of mortuary services in the Central Sector of Mendocino County.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in Agreement No. BOS-20-108-A2 is hereby extended from June 30, 2024 to June 30, 2025.
2. The total contracted amount set out in Agreement No. BOS-20-108-A2 is hereby increased from \$153,333.33 to \$186,666.66.
3. The Exhibit B, Payment Terms, set out in Agreement No. BOS-20-108-A2 has been altered and a new Exhibit B is attached herein with changes denoted in bold font.

All other terms and conditions of Agreement NOs. BOS-20-108, BOS-20-108-A1 and BOS-20-108-A2 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

John Magnan 04/24/2024  
John Magnan (Apr 24, 2024 11:09 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: 05/21/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Annap  
Deputy 05/21/2024

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: Annap  
Deputy 05/21/2024

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 04/24/2024

CONTRACTOR/COMPANY NAME

By: Eversole Mortuary

Date: 4/24/24

NAME AND ADDRESS OF CONTRACTOR:

Eversole Mortuary

141 Low Gap Road

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 COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton  
COUNTY COUNSEL

Date: 04/24/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher  
Deputy CEO or Designee

Date: 04/24/2024

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](mailto: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
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 seven (7) days	\$30.00 per day
Storage of remains up to seven (7) days	\$0.00
Disposal of personal protective equipment waste products	\$375.00 per month
Special transportation of remains within ten (10) miles of mortuary (i.e. Hospital for x-rays)	\$50.00
Special transportation of remains in excess of thirty (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 one (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 Eighty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$186,666.66) for the term of this Agreement.**

[END OF PAYMENT TERMS]