

This Contract is made by and between

Lewis County, a Washington municipal corporation, by and through the Lewis County Coroner, of 585 NW Center Street, Chehalis, Washington 98532;

— and —

Brown Mortuary, a Washington business corporation, of 299 S. Market Blvd., Chehalis, WA 98532

— and —

Sticklin Mortuary, a Washington business corporation, of 1437 S. Gold Street, Centralia, WA 98531

1. Definitions. In this Contract the following terms bear the meanings ascribed to each as follows:

- a) *Contract* means this Contract, and includes any renewal of this Contract pursuant to the provisions hereof.
- c) *Coroner* means the Lewis County Coroner or any of his Deputies.
- d) *County* means Lewis County.
- e) *Mortuary* means any of the two (2) contract mortuaries.
- f) *PCH* means Providence Centralia Hospital.
- g) *Transportation* means the removal of human remains as described in ¶¶3(b) and 3(c) below.

2. Duration: The term of this contract shall begin on January 1, 2020 at 12:00 midnight. Subject to the provisions below regarding early termination, this contract shall be of full force and effect through December 31, 2020 at 11:59 PM.

- a) **Early Termination Without Cause:** Any party may terminate this Contract at any time, without cause, by giving thirty (30) days prior written notice thereof to the other party.
- b) **Early Termination for Cause:** In the event that any party fails to perform its obligations pursuant to this Contract, and fails to cure such defect in performance after written notice thereof, the party aggrieved by such defective performance may terminate this Contract forthwith, upon written notice thereof to the other party.

3. Duties of Mortuary. The Mortuary shall provide the following services to the County:

- a) Respond to calls for service for the County in a timely manner from a location within Lewis County.
- b) Transportation of all human remains directed by the Lewis County Coroner pursuant to RCW 68.50.032 for which the County is legally obligated to assume the costs of transportation, unless Mortuary's personnel, vehicles, or equipment are unavailable at the time. If requested by the Coroner, the Mortuary shall transport the remains first to PCH for x-ray, before resuming such transportation.
- c) Transportation of human remains round trip from the Coroner's premises to PCH for x-rays or to other County Coroner/Medical Examiner's Offices for examination.
- d) Provide 24 hour live answering to the Mortuary telephone number.
- e) Provide two (2) removal personnel to respond to each call for service unless otherwise specified by the requesting Coroner staff.
- f) Maintain two (2) crews and two (2) vehicles to maintain the capability to respond to two (2) simultaneous calls within a reasonable amount of time.
- g) Mortuary shall ensure that any representatives responding to scenes for the removal of decedent shall:
 1. Be appropriately dressed (no jeans or torn clothing).
 2. Refrain from smoking on the scene.
 3. Does not provide any mortuary contact materials to families unless directed to do so by the County.
- h) Mortuary shall be issued two (2) electronic card keys for the garage entrance of the Coroner's premises.
 1. Mortuary is responsible for ensuring the control and custody of these keys.
- i) Mortuary staff will be provided with a password for activating/deactivating the alarm system at the Coroner's premises.
 1. Mortuary is responsible for ensuring the security of this password.
 2. The electronic key card is valid only for the garage door entrance.
- j) Upon the Coroner's request, pick up those human remains for which the County is obligated to arrange disposition per RCW 36.24.155 (as amended by House Bill 1069 of the 2011 Regular Session-indigent/unclaimed remains), cremate those human remains, and deliver the ashes back to the Coroner.
- k) Mortuary shall keep full and detailed records of its services performed pursuant to this Contract; and it shall permit such records to be inspected and copied by the Coroner or by any elected official, officer, employee, or agent of the County during Mortuary's normal business hours.

l) Mortuary shall submit copies of all records howsoever relating to Mortuary's performance of this Contract to the Coroner regularly and in a timely manner. Additionally, Mortuary shall provide the Coroner in a timely manner with all other records and documents which Coroner may require for his decedent files.

m) Mortuary shall provide certification of the annual state inspection of the crematory facilities.

n) Requests for any of the services described in sub-¶¶ (a), (b), or (e) of this ¶3 may be given to the Mortuary by the Coroner in any instance in writing, by telephone, or by email. However in no instance shall the Mortuary cremate human remains pursuant to this Contract unless expressly and unambiguously instructed to do so by the Coroner in writing.

o) Mortuary shall bear the costs incurred by having a non-rotation Mortuary make a removal/transport due to no staffing or an inability of the Coroner staff to reach the contract Mortuary.

p) Mortuary facilities will be subject to inspection by the County during business hours with a two (2) hour prior notice.

q) Mortuary will provide all equipment necessary to their personnel for the removal of decedents under all types of conditions. This shall include but not be limited to:
Personal Protection Equipment (PPE)-gloves, gowns, masks, Tyvek suits, booties
Additional equipment: mega movers.

r) Mortuary performing an indigent cremation will return the cremated remains to the Coroner as soon after the cremation as possible.

4. Payment. The Mortuary shall submit an invoice to the Coroner by the 5th of the month following their rotation month with the date of the removal and each decedent's name (see attached example).

a) The sum of two hundred and seventy dollars (\$270.00) for each removal. In the event the removal mortuary is chosen by the next of kin for the final funeral/cremation then no charge will be submitted for that removal.

b) The sum of two hundred and seventy dollars (\$270.00) for a round trip transportation of a decedent from the Coroner's Office to PCH for x-rays.

c) The sum of two hundred and seventy dollars (\$270.00) each way for transporting a decedent to another county's Coroner/Medical Examiner's Office for examination.

d) The contract mortuary who makes a removal during their rotation period that results in an indigent cremation, whether pursuant to ¶3(e) or pursuant to ¶3(f) of this Contract, the sum of \$500.00 per cremation.

e) In the event that additional mortuary staff are requested, beyond the standard two (2) member removal crew the mortuary will be compensated at the rate of fifty dollars (\$50.00) per staff member.

f) In the event of exceptional circumstances that result in the removal crew being on scene for more than one (1) hour the mortuary will be compensated at the rate of forty dollars (\$40.00) per hour. The mortuary crew and LCCO staff will document the extended time on scene.

g) The extra charges for personnel and time listed under 4(c)(d) will be outlined individually on the standard invoice submitted by the mortuary.

5. Duties of the County. In order to assist Mortuary to fulfill its obligations under this Contract the County shall:

a) Provide Mortuary with prompt notification of requirements for the services of Mortuary pursuant to this Contract.

b) Provide the mortuary with as much information pertinent to the removal as possible including but not limited to:

1. Location
2. Decedent weight
3. Need for special equipment/hazards

c) Endeavor to minimize Mortuary's on scene waiting time by securing the attendance on scene of a Deputy Coroner as expeditiously as County's staffing and other exigencies may allow.

d) Provide any training needed for the handling of County deaths under this contract.

e) Not put the Mortuary removal crews into situations that could pose a threat to their safety.

6. Indemnity. Mortuary shall indemnify and hold Lewis County, its elected officials, officers, employees, and volunteers harmless from all liability arising out of or relating to Mortuary's performance, purported performance, or non-performance of this Contract.

7. Insurance and Defense. Mortuary shall at all times maintain a policy of commercial general liability insurance from an insurer licensed to do business in the State of Washington in the amount of \$2 million per occurrence and \$4 million aggregate. Mortuary further shall tender to the Lewis County Risk Manager at the Lewis County Courthouse within 30 days of the signing of this Contract, and then in the month of January of each calendar year while this Contract is in effect, a certificate of insurance in respect of such policy naming Lewis County as an additional insured. In the event that Lewis County or any of its elected officials, officers, employees, or volunteers is sued for any act or failure to act arising out of or relating to Mortuary's

performance, purported performance, or non-performance of this Contract, Mortuary shall provide a legal defense for the County or such individual.

8. Entire Contract. This Contract:

- (a) contains the entire understanding of the parties with respect to the subject matter covered,
- (b) supersedes all prior and contemporaneous understandings, and
- (c) may only be amended in a written instrument signed by the parties.

9. Choice of Law and Venue. This Contract is made in Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligation created by this Contract or to construe this Contract shall be brought in the Superior Court of Washington for Thurston County in Olympia, or in the United States District Court for the Western District of Washington in Tacoma.

10. Survival of Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns.

11. Severability. If any provision of this Contract is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

12. Assignment and Delegation. Except as expressly provided in ¶3(c) above, neither party may assign any benefit nor delegate any duty provided for, anticipated by, or arising out of by this Contract without the prior express written consent of the other party.

13. Contra Proferentem Rule Excluded. This Contract was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

14. Facsimile. This Contract may be executed by facsimile signature and such execution shall be valid and binding.

15. Headings. In this Contract paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

16. Notices. Unless otherwise expressly provided hereinabove, any notice required or permitted to be given by one party to the other shall be in writing and sent by certified U.S. Mail, with postage fully prepaid. It shall be sent to the other party and to the attention of the signatory for that other party at the address for it set out on page 1 of this Contract. Either party may change its address or designate a new person to whose attention notices are to be sent by giving written notice thereof to the other party, and such change shall take effect three days following the delivery of such notice.

17. Status of the Parties. This is a contract for services only, and it is not a contract of service.

a) Neither party shall be the agent of the other, whether for purpose arising out of or relating to this Contract, or otherwise. At no time shall either party, its elected officials, officers, or employees hold itself out to be the agent of the other party.

b) All persons hired by the Mortuary to perform services anticipated by this Contract shall at all times be the sole and exclusive employees of Mortuary, and in no event shall they or any of them thereby become employees of the County.

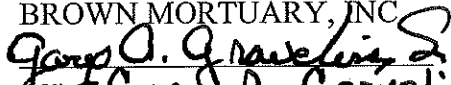
c) At no time and for no purpose shall the County be a co-employer of any employee of Mortuary.

d) Mortuary shall at all times maintain such unemployment insurance and workers' compensation insurance as may be required by Washington law in full force and effect for all of its employees who may, from time to time, perform services pursuant to this Contract.

Signed on behalf of the parties hereto on the date inscribed beneath the signature of the authorized representative of each party:

LEWIS COUNTY

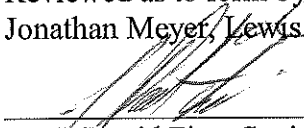
per Warren McLeod, Coroner
on the 10 day of June, 2019.

BROWN MORTUARY, INC.

per Gary A. Graveline Sr. Location Manager
on the 10 day of June, 2019.

STICKLIN MORTUARY, INC.

per Gary A. Graveline Sr. Location Manager
on the 10 day of June, 2019.

Reviewed as to form by
Jonathan Meyer, Lewis County Prospecting Attorney


per J. David Fine, Senior Civil Deputy
on the 7th day of MAY, 2019.