

Agreement for Mortuary Services

This Contract is made by and between the COUNTY OF LEWIS, a Washington municipal corporation ("County"), by and through the Lewis County Coroner, of 585 NE Center Street Chehalis, WA 98532 and Week's & Associates, 205 W. Pine Street, Chehalis, WA 98531 doing business as Newell-Hoerling's Funeral Home, 205 West Pine 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.
- b) *Coroner* means the Lewis County Coroner or any of his Deputies.
- c) *County* means the County of Lewis.
- d) *Mortuary* means Newell-Hoerling's Funeral Home.
- e) *PCH* means Providence Centralia Hospital.

2. Duration: The term of this contract shall begin on January 1, 2023 at midnight. Subject to the provisions below regarding early termination, this contract shall remain in full force and effect through December 31, 2023 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 County:

- a) Respond to calls for service for the County from a location within Lewis County. The removal crew will begin their response to the indicated scene within 30 (thirty) minutes of the notification by the County.
- b) 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.
- c) Provide 24 hour live answering to the Mortuary telephone number. Recorded voicemail is not acceptable.
- d) Mortuary shall provide two (2) removal personnel to respond to each call for service unless otherwise specified by the requesting Coroner staff.

e) During any month in which Mortuary is designated as the primary vendor, Mortuary shall 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.

f) 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.

g) 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.
2. The electronic key card is valid only for the garage door entrance.

h) Mortuary staff will be provided with a password for activating/deactivating the alarm system at the Coroner's premises. Mortuary is responsible for ensuring the security of this password.

i) Upon the Coroner's request, pick up those human remains for which the County is obligated to arrange disposition (indigent decedents), cremate those human remains, and deliver the ashes back to the Coroner.

j) 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 duly authorized employee of the County, during Mortuary's normal business hours.

k) Mortuary shall submit copies of all records 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.

l) Mortuary shall provide certification of the annual state inspection of the crematory facilities used by the Mortuary.

m) Requests for any of the services described herein 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.

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

o) 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) such as gloves, gowns, masks, Tyvek suits, and booties. Mortuary shall also supply mega movers for their removal staff.

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

q) Other transportation of human remains as directed by the Lewis County Coroner.

4. Payment. The Mortuary shall provide invoices to the County with an invoice for services within 30 days of the service performed. Separate invoices for the removal of decedents and the cremation of indigent decedents will be provided for payment. These invoices must be acceptable to the Lewis County Auditor. The invoices shall contain:

- a) The date of the service(s)
- b) The services provided
- c) The remittance address

The County will pay the invoice within thirty (30) days of its receipt. The fee schedule for the services shall be as follows:

a) The sum of four hundred and fifty dollars (\$450.00) 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 four hundred and fifty dollars (\$450.00) for a round trip transportation of a decedent from the Coroner's Office to PCH for x-rays.

c) The sum of four hundred and fifty dollars (\$450.00) each way for transporting a decedent to another county's Coroner/Medical Examiner's Office for examination.

d) The sum of six hundred and ninety-five dollars (\$695.00) per cremation for a contract mortuary who performs a removal that results in an indigent cremation. Such extra charges will be outlined individually on the standard invoice submitted by the mortuary.

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 one hundred and fifty dollars (\$150.00) 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-five dollars (\$45.00) hour. The Mortuary crew and LCCO staff will document the extended time on scene.

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

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

b) Provide the Mortuary with reasonable advance notice and identify each month(s) in which Mortuary is designated as the primary vendor for the County. During any month(s) in which Mortuary is so designated, Mortuary agrees to abide by Section 3(f) above, and these resources shall originate from a location within Lewis County. The County reserves the right at any time, and at its sole discretion, to revise the rotation/primary vendor designation upon reasonable notice to Mortuary.

c) Provide the Mortuary with information pertinent to the removal including:

1. Location
2. Decedent weight (when known)
3. Need for special equipment/hazards

6. Indemnity and Defense. To the fullest extent permitted by law, the Mortuary agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which 1) are caused in whole or in part by any negligence on the part of the Mortuary, its employees, or agents; or 2) arise out of, or result from, Mortuary's performance, or non-performance, of its obligations under this Agreement. This indemnification obligation of the Mortuary shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. The foregoing indemnification obligations of the Mortuary are a material inducement to the County to enter into this Agreement, are reflected in the Mortuary's compensation, and have been mutually negotiated by the parties.

7. Insurance. Without limiting Mortuary's indemnification of County, and prior to commencement of Work, Mortuary shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County:

General Liability Insurance. Mortuary shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate. The Commercial General Liability Coverage shall include the following endorsements:

The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"; and

Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

Proof of insurance. Mortuary shall provide certificates of insurance to the County as evidence of the insurance coverage required herein. Insurance certificates and endorsement must be approved by the County's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the County at all times during the term of this contract.

County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Mortuary or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Mortuary hereby waives its own right of recovery against County.

8. Entire agreement. This Agreement:

- (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 Agreement 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). Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Thurston County in Olympia.

10. Survival of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and to their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

11. Severability. If any provision of this Agreement 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. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

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

14. Status of the Parties. The services rendered by Mortuary pursuant to this Agreement are as an independent contractor.

- a) Neither party shall be the employee of the other, whether for purpose arising out of or relating to this Agreement, or otherwise.

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

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 members principals, and employees who may, from time to time, perform services pursuant to this Agreement.

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

LEWIS COUNTY

Newell-Hoerling's Funeral Home

By: Warren McLeod
Title: Coroner
Signed on _____, 2022

By: Michelle Hayes
Title: Office Manager
Signed on _____, 2022

Reviewed as to form:

Jonathan L. Meyer
Lewis County Prosecuting Attorney

By: Kevin A. McDowell
Title: Civil Deputy Prosecuting Attorney
Signed on _____, 2022