



Revision to ASR and/or Exhibits/Attachments

RECEIVED
2009 JAN 13 AM 8:13
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: 1/12/09
To: Darlene J. Bloom, Clerk of the Board of Supervisors
CC: County Executive Office
From: Assistant Sheriff John B. Davis
RE: Agenda Item(s) # 33 for the 1/13/09 Board Meeting
ASR Control #(s): 08-002481
Subject: Amendments to Agreements with Southwest Mortuary

Explanation:

Revised Recommended Action(s)

Please replace Recommended Action #3 with the following:

3. Authorize the Purchasing Agent to issue Amendment One to Price Agreement N1000009480 with Southwest Mortuary Services Incorporated to extend it for a period of 90 days (1/15/09 through 4/14/09) and to increase the per case amount from \$90 to \$125, and direct the Purchasing Agent to negotiate the inclusion of a performance bond for this contract not to exceed \$300,000 and to consider other vendors for this service.

Make modifications to the:

Subject Background Information Summary

Please replace the Summary with the following:

The Sheriff-Coroner requests approval of an amendment to Price Agreement N1000004861 with Southwest Mortuary Services Incorporated for body transport services to increase the monetary limit by \$5,000 for a new not-to-exceed amount of \$335,000, and ratification of modifications that were made to the price agreement. The Sheriff-Coroner also requests a 90-day extension of Price Agreement N1000009480 with Southwest Mortuary Services Incorporated.

Please replace Paragraph Three of the Background Information with the following:

The current contract for this service was approved by the Board of Supervisors on January 15, 2008 as Price Agreement N1000009480 in the amount of \$300,000, renewable for four additional one-year periods upon Board approval. In order to allow the vendor time to obtain a performance bond for this contract, and in order for the Sheriff-Coroner to consider other vendors for this service, it is requested that the contract be extended for a 90-day period. An increase in the price per case, from \$90 to \$125, is requested due to increases in the vendor's insurance costs. The Sheriff-Coroner will return to the Board within 90 days in order to request approval of Year Two of the contract or to request approval of a contract with a new vendor.

Revised Exhibits/Attachments (attached)

Additional Information and/or Correspondence (attached)

**AMENDMENT NUMBER ONE
TO
AGREEMENT N1000009480
BETWEEN THE
COUNTY OF ORANGE
AND
SOUTHWEST MORTUARY SERVICES INCORPORATED**

This AMENDMENT NUMBER ONE to Contract number N1000009480 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Southwest Mortuary Services Incorporated, with a business address of 1835 S. Lewis Street, Anaheim, CA 92705 (hereinafter "CONTRACTOR"), is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for Body Transport Services Price Agreement Number N1000009480 (hereinafter "ORIGINAL AGREEMENT") for a one-year term of January 15, 2008 through and including January 14, 2009;

WHEREAS, COUNTY desires to extend ORIGINAL AGREEMENT for ninety (90) days, effective January 15, 2009 through April 14, 2009, and to increase the price per case as set forth in this AMENDMENT NUMBER ONE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. **Page Six (6), Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:**

1. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 1/15/08 through and including 4/14/09, unless otherwise terminated by COUNTY. The period of 1/15/08 through and including 4/14/09 shall be known as Contract number N1000009480.

2. **The maximum County obligation under AMENDMENT NUMBER ONE (Price Agreement Number N1000009480) shall not exceed \$300,000.00 for the extension period of January 15, 2009 through April 14, 2009.**
3. **A true and correct copy of the ORIGINAL AGREEMENT (Price Agreement N1000009480) is attached hereto as Exhibit A and incorporated by this reference.**

4. Page 17, Attachment B, "**Pricing**" is amended in its entirety and is attached hereto as Exhibit B and incorporated by this reference.
5. All other provisions of the ORIGINAL AGREEMENT, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect. All obligations of the parties that would have been terminated on January 14, 2009 are hereby extended to April 14, 2009.

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE.

***Contractor:** Southwest Mortuary Services Incorporated

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor:** Southwest Mortuary Services Incorporated

By: _____ Title: _____

Print Name: _____ Date: _____

***If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By Paula DeShalley

Deputy

Date

1-20-09

Exhibit A

ORIGINAL AGREEMENT (Price Agreement N1000009480)

Exhibit B
ATTACHMENT B
PRICING

All work will be performed in accordance with the Scope of Work described on Attachment A and all terms and conditions as specified within.

All costs shall be included in the "Price" per case. Contractors shall provide at its own expense all Labor, Materials, Equipment and insurance coverage, Permits, Licenses (as applicable) to provide the services specified herein at the quoted price per case. No additional expenditure shall be authorized and/or paid by the County.

The County reserves the right to supplement this Contract with other Firms in the event more vehicles and personal are needed then the normal requirement dictate.

PRICE PER CASE: \$ 125.00 (In Orange County)

TRIPS OUTSIDE OF ORANGE COUNTY:

Contractors may be required to make infrequent and reasonable trips outside of Orange County in this instance only. County may for cases over fifty (50) miles round trip, charge/per mile

PRICE OUTSIDE OF THE GEOGRAPHICAL BORDERS OF COUNTY IN EXCESS OF FIFTY (50) MILES ROUND TRIP

PRICE PER MILE: \$ 1.00

CALL BACK FEE \$ 25.00
Portal to portal (place of Business)