

Contract Summary Form

OC Expediter 1766057

Traditional Funeral Services, Inc.

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from Amendment Number One to the contract, which details an annual not to exceed amount of \$750,000, per year for a total contract not to exceed amount of \$3,000,000, renewable for one additional one-year term.

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 15, 2026 through and including April 14, 2027, for a new not to exceed amount of \$750,000.00 as well as amend ATTACHMENT B, Compensation and Pricing Provisions, Section 2 – Fees and Charges of the ORIGINAL CONTRACT, due to price increase, and the CONTRACTOR has agreed to provide those items at the rates 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. General Terms and Conditions, Paragraph T. Compliance with Laws of the ORIGINAL CONTRACT is amended in its entirety as follows:

T. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County

Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- b. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

- 2. Term of Contract:

- This Contract shall commence upon execution of all necessary signatures and continue in effect from April 15, 2023, through and including April 14, 2027, unless otherwise terminated by County.

- c. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

- 3. Renewal:

- This contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.

- d. Additional Terms and Conditions, Paragraph 7. Conflict of Interest – County Personnel, of the ORIGINAL CONTRACT are amended in its entirety as follows:

- 7. Conflict of Interest – County Personnel:

- County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

- e. Additional Terms and Conditions, Paragraph 23. Sub-Contracting, of the ORIGINAL CONTRACT are amended in its entirety as follows:

- 23. Sub-Contracting:

- No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any

subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

- f. Additional Terms and Conditions, Paragraph 26. Conflict of Interest – Contractor’s Personnel of the ORIGINAL CONTRACT is added to read as follows:

26. Conflict of Interest – Contractor’s Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

- g. Attachment B, Compensation and Pricing Provisions, Section 2 – Fees and Charges, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

All costs shall be included in the “Price” per case. A case is defined as each decedent. Contractor 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 dictates.

PRICE PER CASE	<u>\$ 280.00</u>
(In Orange County)	

CALL BACK FEE	<u>\$ 250.00</u>
Portal to portal (place of business)	

TRIPS OUTSIDE OF ORANGE COUNTY:

In the event that the Contractor is required to travel outside of Orange County and the trip is in excess of fifty (50) miles round trip, the County shall pay the below price per mile. Round trip is calculated as the total miles from the Contractor’s business office, to the location of the

remains, and to the drop off location of the body.

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

PRICE PER MILE \$ 5.00

Contract not to exceed \$750,000.00 for the term of 4/15/26 through and including 4/14/27

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.