



County of Solano Contract Review Worksheet

Contract Number:
(Dept., Division, FY, #)
Authority:
☐ Dept Head Execute
☐ CAO Execute
☒ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: Solano County Sheriff's Office		2. Date: 5/14/24	
3. Contract Administrator: Angela Donovan		4. Phone Ext: 707-784-7012	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☒ YES ☐ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: IFB 925-0107-20 Date: 2/5/20 Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number Contract No: Amendment #2 Date: _____ Please attach copies of original/amendments	
6. Description of Contract: Provide burial services to indigent individuals including cremation or burial services for indigent non-veterans and veterans		7. Name of Contractor: Fairmont Memorial Park, Inc	
		8. EIN _____ SSN _____	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____ Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 7/1/20 This amendment: 7/1/24		13. Termination Date: 6/30/23 By this amendment: 6/30/25	
14. Contract Budget: Original Contract Amount: \$ 95,000 Total of Previous Amendments: \$ 40,000 Current Amendment: \$ 55,000 Total Amount of Contract \$ 190,000		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ Quarterly ☐ Fixed ☒ Progress ☒ Actual ☐ Other ☐ Estimate	
		16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☒ County Specify: _____ _ Fed Catalog No: State Legislation: ☐ AB ☒ SB	
17. Fund: 001 Budget Unit: 5460 Sub-object: 0003121		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/11/24			
20. Remarks			
21. Signature Route:			
 Department Contract Administrator Angela Donovan Email: andonovan@solanocounty.com		N/A HR Analyst (for Contract Employees) or Risk Management (for insurance changes) N/A	
Contractor Signatory Name Craig E. Bryan, President Email: _____		 CAO Analyst Tami Lukens Email: TDLukens@solanocounty.com	
 Department Head or Designee Jeff Liddicoat Email: jliddicoat@solanocounty.com		 Authorizing Signature (CAO/DH) Bill F. Emlen Email: WFEmlen@solanocounty.com	
County Counsel Reviewer Michael McDonald Email: memcdonald@solanocounty.com			



**SECOND AMENDMENT TO THE STANDARD CONTRACT
BETWEEN
THE COUNTY OF SOLANO AND FAIRMONT MEMORIAL PARK, INC.**

This Second Amendment is made June 30, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and FAIRMONT MEMORIAL PARK, INC. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2020 (the "Contract"), as amended by the First Amendment dated June 30, 2023, to provide burial and cremation services for indigent veterans and non-veterans.
- B. The County now needs to increase the amount of the Contract, adjust the Budget Detail and Payment Provisions and extend the term to allow for continued services through June 30, 2025.
- C. This Second Amendment represents an increase of \$55,000 to the Contract and a one-year extension.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 of the Standard Contract is deleted in its entirety and replaced with:
The term of this Contract is July 1, 2020 through June 30, 2025.

B. Amount of Contract

Section 3 of the Standard Contract is amendment as follows:
The maximum amount of the Contract is: \$190,000.

C. Budget Detail and Payment Provisions

Section 1. COMPENSATION, of Exhibit B is amended as follows:
Items 1.A., 1.B., 1.C., and 1.D. are removed in their entirety and replaced with the following table:

TABLE 1 – RATES	
Service Description	Rate per Occurent
Cremation: Indigent Veteran	\$ 593.00
Cremation: Indigent Non-Veteran	\$ 614.00
Burial: Indigent Veteran	\$1,354.00
Burial: Indigent Non-Veteran	\$1,564.00

D. Effectiveness of Contract

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

FAIRMONT MEMORIAL PARK, INC.	COUNTY OF SOLANO
By  CRAIG E BRYAN, PRESIDENT	By  William Emlen (Jun 26, 2024 10:52 PDT) BILL EMLEN COUNTY ADMINISTRATOR Approved as to Form:
	By  COUNTY COUNSEL



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)
SO-0682

BUDGET ACCOUNT:
5460

SUBJECT ACCOUNT:
3121

1. This Contract is entered into between the County of Solano and the Contractor named below:
FAIRMONT MEMORIAL PARK, INC.

CONTRACT EMPLOYEE'S NAME

2. The Term of this Contract is:

July 1, 2020 through June 30, 2023

3. The maximum amount of this Contract is:

\$ 95,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The Contract is made on July 1, 2020.

CONTRACTOR

FAIRMONT MEMORIAL PARK, INC.

CONTRACTOR'S NAME

SIGNATURE

PRINT NAME AND TITLE

1850 West Texas Street

ADDRESS

Fairfield, CA 94533

CITY

STATE

ZIP CODE

COUNTY OF SOLANO

AUTHORIZED SIGNATURE

BIRGITTA E. CORSELLO
COUNTY ADMINISTRATOR

TITLE

530 Union Avenue, Suite 100

ADDRESS

Fairfield

CA

94533

CITY

STATE

ZIP CODE

Approved as to Content:

DEPARTMENT HEAD OR DESIGNEE

COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

Contractor agrees to provide the services requested by County in its Invitation to Bids (IFB 925-0107-20), as set forth in the Contractor's proposal dated February 04, 2020, both of which are incorporated into this Contract by this reference.

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Complete the initial screening process for indigent disposition applications. This shall include, but is not limited to:
 - A. Provide an application to the applicants and explain, in detail, the application process and requirements.
 - B. Interview the applicants and assist in completing the application.
 - C. Obtain all required documents to complete the application as outlined in the Coroner's Policy on Indigent Disposition. (Reference Procedural Requirements listed in Attachment A-1.)
 - D. Provide the completed application and all related documents to the Coroner's Office for further investigation.
 - E. Assist in obtaining further information from the applicants as required during the financial investigation.
2. Upon County's immediate determination of indigent status or by means of County's approval or denial of the application for indigent disposition, the Contractor shall notify the applicants of the outcome of the investigation as indicated by a memorandum related to the investigation from Coroner staff. Contractor shall then:
 - A. Transport the decedent from the County Morgue or other location specified by Coroner's staff to the contractor's storage facility within 24 hours, excluding an adjacent weekend or County holiday, of faxed notification of the acceptance into the Indigent Disposition Program. Failure to transport the decedent with the required 24-hour period shall result in the Contractor incurring storage fees related to the decedent at the current rate for storage fees as determined by the Solano County Board of Supervisors.
 - B. Obtain the signature of the Sheriff-Coroner or his designee on all forms related to the disposition.

- C. Prepare the decedent's body for viewing, which may include embalming and burial attire.
- D. Provide limited funeral services, including the ability of the decedent's family to view and mourn the decedent in the Contractor's funeral home. The County shall not provide or pay for any ceremonial events. Contractor shall provide no additional services outside the services provided under this Contract and shall refuse any request from the decedent's family or any other interested party for a ceremony, including at the graveside, even if the decedent's family offers to pay for the service. Such a request may call into question the decedent's indigent status.
- E. Dispose of the indigent decedent in accordance with County directions.
 - (1) For non-veterans receiving cremation services, provide the cremation carton, and within 30 days of cremation, return the cremains to the decedent's family if requested, or transport the cremains and scatter the cremains out to sea or in the designated area within the Contractor's crematorium or cemetery.
 - (2) For non-veterans receiving burial services, provide the casket, transport the decedent's body to the Contractor's cemetery and bury to include, but not necessarily limited to grave opening, lowering and closing.
 - (3) For veterans receiving burial or cremation services, provide the casket or cremation carton, transport the decedent's body or ashes to the Sacramento Valley National Cemetery (SVNC), Dixon CA, unless prior written approval is obtained from County to bury the indigent veteran at another location, and coordinate with the SVNC or other cemetery the interment of the remains in the specified location and placement of a military headstone over the grave site. Under no circumstances shall contractor inter of the veteran's remains in any cemetery or burial ground used exclusively for the indigent dead.
- F. Notify the Coroner's Office of all completed disposition within 5 business days of disposal.
- G. File the death certificate(s) and burial permit(s).

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. The County may declare a decedent indigent without initiating the aforementioned application process. The County will notify the Contractor when decedent was declared indigent without initiating the application process.

2. The County has established a policy of cremation for non-veteran indigent dead. The Sheriff-Coroner or his designated agent who has supervisory authority over the indigent disposition process shall be the only person who can determine exceptions to the policy. County will have sole determination as to what service shall be provided and the County shall inform the Contractor of its determination by the time the decedent is picked up from the County Morgue.
3. Allow the Contractor access to the morgue during regular business hours within twenty-four hours of notifying contractor of the need to transport a decedent, excluding County holidays and weekends.
4. Provide the Contractor with a copy of the current Coroner's Policy on Indigent Disposition and policy updates as they are approved by the Sheriff-Coroner. County reserves the right to update Coroner indigent disposition procedures at any time without notice.

Coroner's Policy on Indigent Disposition
Procedural Requirements

Resources: Government Code Section 27462; Military and Veterans Code Sections 942, 943, and 951; Health and Safety Code Section 7100, 7105(a) and (b).

I. PURPOSE

The purpose of this procedure is to provide guidance in the investigation of an application for indigent status for the purposes of completing the final disposition of human remains under the Indigent Cremation and Burial Program in order to comply with legal requirements regarding disposition of indigent deceased.

II. REQUIREMENTS

A. Indigent Deceased

Government Code Section 27462 provides that the County is responsible for internment of the body when the decedent's estate has insufficient property to pay burial expenses.

B Indigent Veteran Deceased or Widow of Indigent Veteran Deceased

1. The Board of Supervisors of each county shall designate an honorably discharged veteran of the United States military or a member of a veterans' remains organization, as defined in Military and Veterans Code Section 951, who shall cause to be decently interred the body of any veteran or spouse or eligible dependent of a veteran as defined by the United States Department of Veterans Affairs for compensation purposes who dies in the county. This section shall apply to all indigent, abandoned, or unclaimed veterans and dependents of veterans, including those deceased veterans and dependents of veterans without sufficient means to defray the expenses of burial, other than moneys paid or due and payable by the United States, pursuant to the World War Adjusted Compensation Act.
2. Such disposition, according to Military and Veterans Code Section 943, shall not be made in any cemetery or burial ground exclusively for the burial of pauper dead.

C Next-of-Kin

1. The legal next-of-kin is determined by Health and Safety Code Section 7100.
2. Health and Safety Code Section 7105 (a) provides that the

decedent's spouse has 10 days to initiate disposition arrangements, or to delegate the authority to act to another. Any other line of kindred has 7 days. Following these specified times, the right to control disposition is relinquished and passes to the next degree of kindred as established in Section 7100.

3. Health and Safety Code Section 7105(b) provides that if the spouse cannot be identified and located after reasonable inquiry within 10 days of the death, or another legal line of kindred within 7 days, the right to control the disposition and arrange for funeral goods and services shall be relinquished and pass to the next degree of kinship as established in Section 7100.
4. If no next-of-kin can be determined to exist or located, and there is no estate, the Coroner's Office becomes next-of-kin.
5. If no next-of-kin can be determined to exist or located, and there is an estate, the Public Administrator becomes next-of-kin.

III. PROCEDURE

- A. Should the family of the decedent state there are no funds for burial, the family is referred to the mortuary contracted for indigent cremation and burials with the Coroner's Office.
 1. The next-of-kin applicant must complete the Application for Indigent Disposition.
 - a. If there is more than one legal next-of-kin, a majority must complete separate applications for Indigent Disposition.
 - b. The application includes an authorization to investigate the finances of the applicant household.
 2. Each of the decedent's next-of-kin applying for indigent disposition must sign the waiver of right to make decisions regarding disposition at the bottom of the cover of the Application for Indigent Disposition.
 3. The financial statement includes a statement of knowledge that failure to provide truthful and accurate information can result in the filing of felony charges.
 4. Approval of an Application for Indigent Disposition, after investigation, lies with the Coroner's Office supervisor or manager.

- B. The financial status of the next-of-kin is investigated by the Coroner's Office.
1. The investigation may include, but is not limited to, the following:
 - a. Applicant to provide pay stubs for the most recent three (3) month period for applicant and spouse.
 - b. Applicant to provide other financial bills and statements for the most recent three (3) month period for applicant and spouse.
 - c. Applicant to provide proof of relationship to the decedent with official records.
 - d. A complete credit check is conducted on applicant and spouse.
 - e. A DMV check for registered vehicle assets is conducted.
 - f. A search for properties owned by the applicant(s) is conducted at the County Assessor's office or other comparable office where the applicant(s) live.
 2. An applicant who has assets in the form of real property, personal property, revolving credit or outstanding loans that could be sold or otherwise used to pay for disposition is not considered to be indigent for the purposes of this application process.
 3. A household is determined to be indigent if the total household income is within the federally determined poverty level range as established each year by the United States Department of Health and Human Services (HSS) annual update of the HSS Poverty Guidelines published each year in the Federal Reporter.
 - a. The yearly figures are determined based on household size and household income.
 - b. The yearly figures are effective on the date published.
- C. Following investigation of the Application for Indigent Disposition, if the Coroner's Office determines that the collective legal next-of-kin are indigent and unable to pay for interment, the County, through the Coroner's Office, effectively becomes the legal next-of-kin.
1. The Coroner's Office shall take responsibility for disposition of the body and make all decisions regarding disposition.
 2. The Coroner's Office has sole authority to transfer its legal next-of-kin authorization to another family member willing to be responsible for disposition, or to conduct an indigent disposition.
 3. When indigent disposition is authorized, the preferred method of disposition is cremation. The cremains shall be:

- a. Scattered at sea or in the appointed area at the cemetery of the mortuary holding the indigent disposition contract; or
 - b. Released to an applicant for indigent disposition when the desire to take possession is indicated in the application.
 4. Burial may occur, but is not required, under the following circumstances:
 - a. Homicide cases, to preserve possible evidence.
 - b. The next-of-kin exists but cannot be located.
 - c. The decedent documented a religious objection to cremation prior to death.
 - d. The decedent documented a non-religion based anti-cremation statement prior to death.
 5. No graveside services are provided in indigent disposition cases. Viewing is permitted by arrangement with the funeral home under the terms of its indigent disposition contract with the County.
 6. Indigent interment of veterans is generally arranged at a national cemetery located in northern California.
- D. The funeral home holding the indigent disposition contract shall be notified of the Coroner's Office decision related to the Application for Indigent Disposition via written memorandum within 24 hours of the determination.
1. The memorandum will indicate the following.
 - a. The application is denied. Reasons will not be specified as a matter of privacy for the applicant(s).
 - b. The application is approved, and an indigent disposition is authorized.
 - c. The application is approved and the authority to handle disposition has been transferred to another individual.
 - d. The type of disposition to be completed for this case; cremation or burial.
 2. It is the responsibility of the funeral home holding the indigent disposition contract to notify the applicant of the acceptance or denial of the application as soon as possible. If the applicant has questions regarding denial of the application or the transfer of authority to handle disposition, the funeral home should refer them to the Coroner's Office.

E. County as Next-of-Kin.

1. If the County becomes the next-of-kin for the decedent by a process other than Application for Indigent Disposition, and the decedent is determined to be indigent, an indigent disposition shall be conducted.
 - a. The funeral home holding the indigent disposition contract shall be notified of the decedent's status as accepted into the Indigent Disposition Program with a request to remove the body from its present location.
 - b. The approving authority at the Coroner's Office shall sign the Order to Cremate or Burial Authorization as a representative of the County as next-of-kin.
2. When the County acts as next-of-kin, the Coroner's Office shall provide the funeral home with information necessary for filing of the Death Certificate.

F. Location of Existing Next-of-Kin at a Later Date.

1. When a next-of-kin who was known to exist but could not be located for contact surfaces after an indigent disposition occurs, that person is responsible for reimbursement of County expenses.
2. This next-of-kin may then apply for indigent disposition and the procedure outlined in this section is again followed.

G. Documentation.

All documentation of an investigation into indigent status is confidential and cannot be released as part of a death investigation.

1. If an investigation into the manner and cause of death is **not** completed, the entire report narrative will consist of the investigation into indigent status.
2. If an investigation is completed into the manner and cause of death, the documentation into indigent status shall be at the end of the main narrative, starting on a new page to allow complete redaction without disrupting the remaining narrative.
3. Narratives documenting the investigation into indigent status shall be clearly noted at the beginning with the following informational statement. All narrative following the statement identifying the

indigent investigation related narrative shall be redacted from the report prior to release. The statement shall state:

4.

*****INDIGENT STATUS INVESTIGATION*****
*****DO NOT RELEASE REPORT*****

5.

For indigent investigations conducted from January 1, 2012 to the present, the investigation narrative will be documented in an investigative memorandum and will not be included in the narrative of the Coroner's Report to ensure accidental release does not occur.

- a. These records will be maintained in the Coroner supervisor's office for a three-year period.
- b. After three years, the records will be entered into the Coroner's Archives, but will remain separate from the Coroner's investigative file.
- c. The outcome of an indigent investigation will be generically documented in the Coroner's Report, and the case face page will identify any case in which an indigent disposition was completed for statistical purposes.

EXHIBIT B
PAYMENT PROVISIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

The County shall pay the Contractor per occurrence as follows and each item below represents the total cost per occurrence:

A. Indigent veteran cremation:	\$ 565.00
B. Indigent non-veteran cremation:	\$ 585.00
C. Indigent veteran burial:	\$1,290.00
D. Indigent non-veteran burial:	\$1,490.00

The cost for the cremation or burial of any veteran shall include transportation of the decedent to a national cemetery. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. Do not accept any money from indigent families and refer all payment issues on indigent cases to the Coroner's Office.

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of indigent cremations or burials. Contract expenditures are limited to less than \$75,000 in any one fiscal year (July 1 through June 30).

2. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval by the County's representative, the County shall, within thirty days of receipt, pay the Contractor in arrears for fees and expenses incurred during the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | | |
|-----|--|---|---|
| (1) | General Liability:
(Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) | Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) | Workers' Compensation: | As required by the State of California. | |
| (4) | Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials,

agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may

be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding section 2 of the Standard Contract, unless terminated by either party prior to June 30, 2023, this Agreement shall be automatically extended from July 1, 2023 through September 30, 2023 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Pre-Employment Background Checks:

Contractor warrants to County that all employees assigned to work at any County incarceration facility or likely to have contact with inmates have not been convicted or pled guilty or *nolo contendere* to any felony. Contractor shall promptly inform County of any employee who has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony. County reserves the right to deny access to any of Contractor's employees if that employee has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony.

County reserves the right to deny access to any of Contractor's employees if that employee fails the background check. Only Contractor's employees who have successfully passed a background check will be allowed to work provide services applicable under this Contract.

B. Compliance:

Contractor shall comply with all applicable policies and procedures of the County and the Sheriff's Office.

C. Licensure:

For the duration of the Contract, Contractor must possess and maintain in good standing applicable licenses issued from the California Department of Consumer Affairs - Cemetery and Funeral Bureau ("Bureau"). Failure to possess the applicable licenses or be in good standing can constitute to be a material breach of contract by the Contractor. At a minimum, the Contractor must possess valid copies of their Certificate of Authority (Cemetery), Cemetery Manager, Crematory, Crematory Remains Disposer, Crematory Manager, Funeral Establishment and Funeral Director licenses.

3. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

4. PUBLIC STATEMENTS

Contractor shall not make public statements related to County business without first consulting with County. County shall initiate all press releases.

5. CONTRACT MONITORING

Contractor shall meet quarterly with the Coroner's Lieutenant or designee to review services provided in relation to the scope of this Contract.

6. CLEARANCE REQUIREMENTS

Contractors employees shall wear, in a visible manner, an authorized identification badge that includes a photo while inside any County facility. Contractor employees failing to display their identification badge may be denied access to the facility.

7. EMERGENCY AUTHORITY

Contractor employees on the premises during an emergency, will report to County staff for direction and follow instructions until they are allowed to exit the facility grounds.

8. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to the County immediately as Contractor becomes aware.

9. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT

Contractor shall not use County facilities and equipment for any purpose outside the scope of this Contract without the express written consent of the County.



**FIRST AMENDMENT TO THE STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
AND
FAIRMONT MEMORIAL PARK, INC.**

This First Amendment is made June 30, 2023, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and FAIRMONT MEMORIAL PARK, INC. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2020 (the "Contract"), to provide burial and cremation services for indigent veterans and non-veterans.
- B. The County now needs to increase the amount of the Contract and extend the term to allow for continued services through June 30, 2024.
- C. This First Amendment represents an increase of \$40,000 to the Contract and a one-year extension.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 of the Standard Contract is deleted in its entirety and replaced with:
The term of this Contract is: July 1, 2020 through July 30, 2024.

B. Amount of Contract

Section 3 of the Standard Contract is amended as follows:
The maximum amount of the Contract is: \$135,000.

C. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

FAIRMONT MEMORIAL PARK, INC.	COUNTY OF SOLANO
By <u></u> CRAIG E BRYAN, PRESIDENT	By <u></u> BILL EMLEM COUNTY ADMINISTRATOR Approved as to Form: By <u></u> <i>MEM</i> COUNTY COUNSEL

Sheriff-5460-07-2024-Fairmont Memorial Park, Inc.

Final Audit Report

2024-06-26

Created:	2024-06-17
By:	Angela Donovan (ANDonovan@solanocounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ-6nPoYxyM1eMjMeKMLsiPXwEQn6aSZ_

"Sheriff-5460-07-2024-Fairmont Memorial Park, Inc." History

-  Document created by Angela Donovan (ANDonovan@solanocounty.com)
2024-06-17 - 7:12:51 PM GMT
-  Document emailed to Lisa Donahue Sheriff - 6560 (LMDonahue@solanocounty.com) for approval
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-  Document emailed to Tami Lukens (tdlukens@solanocounty.com) for signature
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-  Document emailed to Alicia Draves (amdraves@solanocounty.com) for approval
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-  Document approved by Alicia Draves (amdraves@solanocounty.com)
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-  Document emailed to William Emlen (WFEmlen@SolanoCounty.com) for signature
2024-06-26 - 1:53:02 AM GMT
-  Email viewed by William Emlen (WFEmlen@SolanoCounty.com)
2024-06-26 - 5:52:09 PM GMT



Document e-signed by William Emlen (WFEmlen@SolanoCounty.com)

Signature Date: 2024-06-26 - 5:52:33 PM GMT - Time Source: server



Agreement completed.

2024-06-26 - 5:52:33 PM GMT



Adobe Acrobat Sign