

Herring-Groseclose Funeral Home, Inc., hereinafter called Provider, and the Walla Walla County Coroner's Office, hereinafter called County, agree as set forth in this Agreement, including the General Conditions (pp. 2 through 7), Exhibit A (Compensation and Rates), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

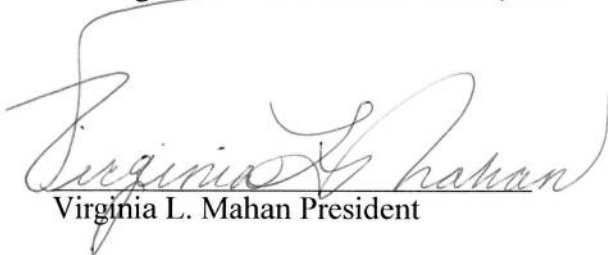
The term of this Agreement shall commence on the 1st day of June, 2015, and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 1<sup>st</sup> day of June, 2016.

Provider acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

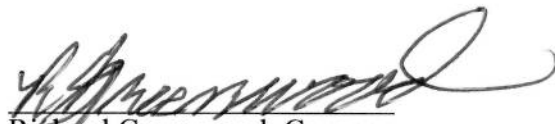
IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of June, 2015.

PROVIDER:

Herring-Groseclose Funeral Home, Inc.

  
Virginia L. Mahan President

WALLA WALLA COUNTY:  
Coroner

  
Richard Greenwood, Coroner

Mailing Address:  
315 W. Alder  
Walla Walla WA  
99362

Social Security  
#

or

Business Tax ID  
# 91-0650542

Approved as to Form Only:

  
Prosecuting Attorney

## GENERAL CONDITIONS

1. Scope of Provider's Services:

The Provider agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Provider Services:

Payment to the Provider for services rendered under this Agreement shall be as set forth in Exhibit "A". Where Exhibit "A" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "A", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "A" or approved in writing in advance by the County, the County will not reimburse the Provider for any costs or expenses incurred by the Provider in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Provider, no more often than monthly, through County voucher system for the Provider's service pursuant to the fee schedule set forth in Exhibit "A".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:

Provider agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

Provider is and shall be at all times during the term of this Agreement an independent contractor. The Provider's services shall be furnished by the Provider as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Provider as an independent contractor. The County shall be neither liable nor obligated to pay Provider sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Provider shall pay all income and other taxes as due.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any subcontractor or any employee of any subcontractor by the County at the

present time or in the future.

7. Taxes:

The Provider understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Provider authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Provider to make the necessary estimated tax payments throughout the year, if any, and the Provider is solely liable for any tax obligation arising from the Provider's performance of this Agreement. The Provider hereby agrees to indemnify the County against any demand to pay taxes arising from the Provider's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Provider must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Provider's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Provider defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Provider in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Provider shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or

damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Provider. The Provider shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Provider was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Provider will indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Provider, its subconsultants, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Provider any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Provider expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Provider. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Provider has failed to perform any substantial obligation to be performed by the Provider under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may,

upon written notice, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Provider Commitments, Warranties and Representations:

Any written commitment received from the Provider concerning this Agreement shall be binding upon the Provider, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Provider to fulfill such a commitment shall render the Provider liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Provider will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Provider infringes any patent or copyright. The Provider will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Provider shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

20. Disputes:

a. General

Differences between the Provider and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Provider shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Provider has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County.



The written Notice of Potential Claim shall set forth the reasons for which the Provider believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Provider Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Provider shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Provider has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Provider and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Provider, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Provider in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Provider shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Provider shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Provider's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Provider to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Provider for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver

of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:

Provider **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Provider shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Provider for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Provider's possession, the County shall be reimbursed in cash and by setoff by the Provider for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Provider shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Provider ensures that they are in compliance with federal requirements for Debarment and Suspension. The Provider may access the Excluded Parties List System at <http://www.epls.gov>. The Provider is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The consultant shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Consultant shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance

agent for the consultant and returned to the County of Walla Walla. The policy shall be endorsed and the certificate shall reflect that the County of Walla Walla as an additional named insured on the Commercial general liability policy with respect to activities under the contract.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.



VIRGINIA HERRING MAHAN



## Herring Groseclose Funeral Home, Inc.

315 WEST ALDER - Phone 525-1150 - WALLA WALLA, WASHINGTON 99362-2870  
FAX (509) 525-1151

RECEIVED

MAY 26 2015

WALLA WALLA COUNTY  
COMMISSIONERS

May 21, 2015

Walla Walla County Commissioners  
County Public Health and Legislative Building  
PO Box 1056  
Walla Walla, WA 99362

RE: REQUEST FOR PROPOSAL

Dear County Commissioners:

Enclosed is Herring Groseclose Funeral Home's response to your request for proposal for services. We have itemized everything according to the information that was provided to us.

Please feel free to contact us at any time if you have any questions or concerns regarding this proposal. It is our honor as a long-standing aftercare provider in Walla Walla County to be able to provide our services and staff in support of your agency. We appreciate your trust in our facility.

Sincerely in Your Service,

Virginia L. Mahan  
President

Enclosures



## Herring Groseclose Funeral Home, Inc.

315 WEST ALDER - Phone 525-1150 - WALLA WALLA, WASHINGTON 99362-2870  
FAX (509) 525-1151

1. Transportation and removal of all deceased persons from scene of death to the location specified by the Coroner or his Deputies within Walla Walla County. Please include mileage fees and number of free miles before fees begin.

- No charge unless the human remains are not kept in the care of the Herring Funeral Home. Otherwise, a \$50 removal fee will be charged. This includes all of Walla Walla County.

2. Transportation to and from hospitals or clinics for imaging and lab work when requested. Please include mileage fees and number of free miles before fees begin.

- No charge

3. Handling and storage of decedent's remains. Please break down storage fees by day/week/month and include number of free days before storage fees begin.

- If the human remains are held on behalf of the Coroner's office, there will be no charge for the first five days of sheltering of remains. After the 5-day grace period has expired, a \$10 fee per day or \$50 per week charge will be assessed. There will be no charge for Saturday or Sunday of any calendar week.

4. Transporting and handling of indigent remains including disposition and storage in a public crypt. Also, burial in the case of homicide of an indigent.

- Transportation of human remains and cremation: \$350.00
  - Basic Services of Funeral Director & Staff - \$125.00
  - Non-viewing Cremation Container - \$50.00
  - Direct Cremation - \$175.00
- Transportation and burial of indigent homicide: \$1,295.00
  - Basic Services of Funeral Director & Staff - \$300.00
  - Embalming - \$220.00
  - Removal - \$280.00
  - Cloth Covered Oval Top Casket - \$495.00

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5. Drawing blood, urine and vitreous samples for toxicology.
  - No charge
6. The funeral home/mortuary shall bill directly to Washington State Department of Corrections for inmate removal and disposition of inmate remains.
  - Removal Only - \$50.00
  - Cremation and Removal - \$350.00. In the case where an inmate has been deemed indigent and/or voluntary abandonment has occurred.
7. Charges and fees for use of the preparation of room for postmortem examinations, blood draws and autopsies. Please include ALL associated fees and costs, i.e. cleaning fees, autopsy repair fees, handling fees, etc.
  - If these procedures are done after hours or outside of the regular operation hours of the Herring Funeral Home, there will be a \$100 fee. By appointment after hours.
8. All proposals shall include prices for the services requested and response time, i.e. will responded to scene within 30 mile radius of Walla Walla within \_\_\_\_\_ minutes.
  - 24 hours a day, 35 minute response time.
9. Please list the facility capacity for body storage.
  - The Herring Funeral Home has the capacity in our refrigeration units for 17 deceased human remains. The entire facility is well protected throughout with a security system.
  - *A project to increase our refrigeration capacity is in progress. At the completion of this project, we will be able to accommodate 10 additional remains.*

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10. Also, please list any special attributes that may lend in the performance of these services.

Other accommodations, in addition to what is previously listed are:

- Every Funeral Director/Embalmer on staff has security clearance from the Washington State Department of Corrections.
- Also, every Funeral Director/Embalmer is covered by Liability Insurance.
- The Herring Funeral Home has the capacity to transport up to 6 decedents in the event of a mass casualty. A 2001 Yukon, 2008 Escalade & 2 hearses.
- A staff member of the Herring Funeral Home is a member of the DMORT Region 10 (Disaster Mortuary Operational Response Team operated by FEMA).