

2022 Mortuary Rotation – Clark County
PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) made and entered into as of this 16TH day of SEPTEMBER 2021, by and between the County of Clark (“County”), a political subdivision of the State of Nevada, and Davis Funeral Home (“Mortuary”). Each of the above is a “Party” and collectively are “Parties.”

RECITALS

WHEREAS, County desires to obtain quality, professional transport and mortuary related services, as described in this Agreement, for bodies and/or human remains that are within the jurisdiction of the Clark County Office of the Coroner Medical Examiner (“Coroner”) and the Clark County Department of Social Service (“CCSS”);

WHEREAS, Mortuary desires to provide the County quality, professional transport and mortuary related services as set forth and subject to the terms and conditions of this Agreement;

NOW THEREFORE, the Parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

ARTICLE I
MORTUARY ROTATION

1. The County agrees to allow the Mortuary to perform the services set forth herein, so long as Mortuary complies with the terms and conditions of this Agreement and all applicable state, federal and local laws, including, but not limited to the Clark County Code, the Nevada Administrative Code and any other applicable federal, state or local laws, rules, codes, regulations, standards, specifications and County policies and procedures, including, but not limited to, a separate contract Mortuary shall have and maintain with Clark County through CCSS for indigent burials or cremations. At all times, Mortuary agrees to act in the best interest of the public health, safety and welfare.

2. The County agrees the Coroner will draft and maintain a mortuary rotation schedule for the calendar year 2022 (and each subsequent calendar year if this Agreement is extended pursuant to Article XI, Section 1. Said schedule will provide the dates in 2022 (or each subsequent calendar year if this Agreement is extended pursuant to Article XI, Section 1) that each mortuary within Clark County (that has entered into this Agreement) will provide the services set forth in this Agreement (“Mortuary Rotation Schedule”). The participating mortuaries will rotate the services required herein on a weekly basis from midnight Saturday to the following Saturday at midnight, or as otherwise determined by the Coroner’s sole discretion. Mortuary understands and agrees that more than one mortuary has entered into this Agreement with the County and that it is within the sole discretion and determination of the Coroner as to when Mortuary will

be scheduled to perform the services set forth herein. Mortuary also understands and agrees that the Coroner, in its sole discretion and determination, may revise the Mortuary Rotation Schedule at any time.

3. All persons, companies or other business entities, including, but not limited to, corporations, sole proprietorships, holding companies and individuals, who own or have interests in more than one mortuary, regardless of the percentage of ownership interests, are limited to one mortuary, in which it owns or has interest, which may contract with the County for the professional services as set forth in this Agreement. Two examples are as follows: (1) if a partnership owns mortuary A and one or both partners have an interest with others in mortuary B, both of those mortuaries may not contract with the County; (2) if a parent company owns more than one mortuary facility, even if under separate business names or by separate holding companies, only one of those entities may contract with the County. Owners who own or have interest in more than one mortuary facility will be responsible for determining which one of its mortuary facilities will apply for the professional services set forth in this Agreement.

4. The County agrees the Coroner will distribute the Mortuary Rotation Schedule to Mortuary by November 19, 2021. The County also agrees the Coroner will notify Mortuary of any changes or revisions to the Mortuary Rotation Schedule within twenty-four (24) hours.

5. Mortuary understands and agrees that there is no guarantee as to the amount, or whether any at all, business will be generated for benefit of Mortuary as a result of this Agreement.

ARTICLE II TRANSPORTATION

1. During the time when Mortuary is scheduled to perform the services set forth herein, pursuant to the Mortuary Rotation Schedule, the Coroner will telephonically notify Mortuary when it is necessary to pickup and transport a body, and where that body is located, as directed by the Coroner, within the jurisdiction of the Coroner. Mortuary agrees to arrive at the location directed by the Coroner no more than 60 minutes after the time of notification in an expeditious and safe manner. If a longer response time is needed, Mortuary will contact the Coroner investigator on the scene of the dispatch who, in his/her sole discretion, will determine if a different Mortuary will be requested to remove and/or transport the body. It is the intent of this section that Mortuary maintains effective communication with the on-scene Coroner investigator to facilitate a timely disposition for each dispatch. At all times Mortuary shall act in the best interest of the public health, safety and welfare.

2. When Coroner notifies Mortuary of a pickup and transport of a body, Coroner agrees to use its best efforts to provide the following information to Mortuary but only to the extent that information is available and known to the Coroner:

- a) Case number the Coroner will assign to its file;
- b) Name of decedent;
- c) Location of the body;
- d) Approximate weight of the decedent;
- e) Special considerations at the scene, i.e., decomposed, charred, open area, etc.
- f) Any pre-need arrangements.

Mortuary understands and agrees that the Coroner will use its best efforts to provide this information if it is available and known, and there may be situations where it is impracticable to provide this information at the time of initial notification of a body transport. Mortuary understands and agrees that when this information is initially disseminated it may not be accurate, as oftentimes facts develop and change as investigations ensue. County will not be liable to Mortuary for failure to provide this information or any inaccuracies with respect to this information.

3. Mortuary must have sufficient approved employees and equipment that must be provided 24-hours per day, seven days per week during the assigned Mortuary Rotation Schedule. This includes, but is not limited to:

- a) Safety equipment that is State and Federal Occupational Safety and Health Administration (OSHA) compliant to ensure efficient, professional and timely response (as set forth in section 1 of this Article II, above) for removal of human remains on behalf of Clark County;
- b) Sturdy body bags and clean white sheets available specifically for crime scene cases;
- c) A minimum of three (3) transportation vehicles all of which are properly maintained, appropriately washed, and free of damage with the ability to respond to multiple calls twenty-four hours per day during the entire rotation period;
- d) A minimum of six (6) personnel available to respond to Coroner calls with two mortuary representatives per vehicle responding to Coroner calls (except health care facility calls) with the ability to respond to multiple calls twenty-four hours per day during the entire rotation period;
- e) Responding personnel physically fit and able to lift and appropriately handle human remains from the scene of any response;
- f) Responding personnel having in their possession a valid Nevada driver license necessary to operate a transportation vehicle; g) Responding personnel having in their possession the proper equipment, including, but not limited to, gloves, gowns, booties, masks, sheets, and any equipment to prevent contamination of a scene, including, but not limited to, Level II reflective traffic vests pursuant to federal law; and
- h) Equipment that will provide communication between the removal personnel and the Coroner, such as cellular phones or two-way radios.

In the event of a large-scale emergency and during surge fatality events, Mortuary shall increase the number of transportations vehicles identified in subsection 3(c) to a

minimum of four (4) vehicles and the number of personnel identified in subsection 3(d) to a minimum of eight (8) mortuary personnel.

4. Mortuary personnel responding to a Coroner's call for pickup, transport or receipt of a body shall wear well-kempt traditional professional attire or business casual. Well-kempt attire includes "docker" type pants and collared shirts. When picking up, transporting or receiving a body from the County, Mortuary personnel shall not wear clothing or accessories that contain logos or advertising, except for collared shirts with the Mortuary's business logo embroidered in an area not to exceed 5 x 3 inches in size on the left breast of shirt, as approved by the Coroner.

5. At the scene or location of a body pickup, Mortuary agrees that Mortuary personnel will not search a body. This includes, but is not limited to, going through pockets of the clothing of a decedent or removing jewelry. Mortuary also agrees that Mortuary personnel will not search the scene or location of a body, or walk without escort by a Coroner representative to and from the scene or location of a body.

6. Mortuary agrees to respond to the receiving area of the Coroner's Office to collect Coroner case decedents within four (4) hours after telephonic notice from the Coroner's Office. If a longer period of time is needed, Mortuary may contact the receiving area at 702-455-2929, and the Coroner's Office will determine if a different Mortuary should receive the body.

7. Mortuaries on the Rotation Schedule who are not on rotation at the time of an incident involving mass fatalities agree to be available, as requested by the Coroner, to assist in transporting victim-decedents from the incident scenes, staging areas and the Coroner's Office.

8. Mortuary agrees to provide an administrative-transportation fee of sixty dollars (\$60.00) to the County within thirty (30) calendar days of receipt of invoice from the County for each Coroner case in which Mortuary contracts with the person with the right to a decedent's body and/or representatives for final disposition of the decedent (burial, cremation or repatriation out of state). If this transportation fee becomes sixty (60) calendar days past due, then, for the first offense, Mortuary may be automatically suspended from participating in the Mortuary Rotation Schedule until payment has been brought current. If payment is not brought current, this Agreement may be terminated pursuant to Article IX. For the second offense, Mortuary may be subject to termination, pursuant to Article IX, whether or not payment is brought current.

9. Mortuary transportation training to be offered by the County will be offered annually and upon reasonable request.

ARTICLE III
FACILITY REQUIREMENTS

1. The Mortuary must be a funeral establishment as defined in NRS Chapter 642 and NAC Chapter 642, in compliance with NRS Chapter 642 and NAC Chapter 642, and any other federal state or local laws, professional standards, and in good standing with the Nevada State Funeral Board. Mortuary agrees to comply with and operate in accordance with any and all applicable state, federal and local laws, including, but not limited to, the Clark County Code, the Nevada Administrative Code and any other applicable federal, state or local laws, rules, codes, regulations, standards and specifications. At all times, Mortuary shall act in the best interest of the public health, safety and welfare.

The Mortuary must include the following amenities:

- a) Chapel facilities for visitation and funeral services;
- b) A business office and arrangement rooms that provide all of the services needed by the next-of-kin, CCSS, and the Clark County Public Administrator;
- c) Access to a crematory licensed in Clark County that Mortuary will use for all cremations arising out of this Agreement;
- d) Access to a local licensed cemetery;
- e) Refrigerated storage areas equipped to handle a minimum of three hundred fifty (350) deceased bodies and/or human remains received from the County;
 - i. Mortuary shall present to the Coroner a disaster/contingent plan for maintaining proper refrigeration of human remains during power outages. Mortuary shall implement said plan in the event of a power outage.
 - ii. In the event that the number of cases Mortuary receives from the County exceeds the refrigerated storage capacity of three hundred fifty (350) of deceased bodies and/or human remains, Mortuary must immediately contact the Coroner with an identified plan for increasing capacity and a timeline for implementation.
 - iii. Mortuary shall present to the Coroner a surge capacity and capability plan for increasing its refrigerated storage capacity to receive five hundred (500) deceased bodies and/or human remains from the County. Mortuary shall fully implement said plan within forty-eight (48) hours of receiving notice from the Coroner of a large-scale emergency.
- f) Twenty-four hour monitoring of calls;
- g) A case numbering system; and
- h) Properly equipped preparation areas to accommodate Mortuary's normal level of business and the additional number of bodies, human remains and business generated as a result of this Agreement.

2. The Mortuary shall be kept in a clean and sanitary condition.

3. The Mortuary shall maintain on the premises a preparation or embalming room, which shall be adequately equipped and maintained for the preservation and care of bodies and/or human remains. Such rooms shall contain only the facilities and instruments necessary for the preparation of dead human bodies and/or human remains for burial, cremation or repatriation out of state, and such rooms shall be used only for the care and preparation of dead human bodies and/or human remains. In addition to compliance with all applicable state, federal and local laws, including, but not limited to, the Clark County Code, the Nevada Administrative Code and any other applicable federal, state or local rules, codes, regulations, standards and specifications, the preparation or embalming room shall consist of:

- a) A sanitary floor;
- b) All instruments and appliances used in the embalming of a dead human body shall be thoroughly cleansed and sterilized using an appropriate disinfectant immediately at the conclusion of each embalming procedure;
- c) Running hot and cold water with a lavatory sink for personal hygiene;
- d) An exhaust fan and intake vent which is permanently installed and operable;
- e) Sanitary plumbing connected with sewer, cesspool, septic tank, or other Southern Nevada Health District approved systems;
- f) A porcelain, stainless steel, metal lined or fiberglass-operating table;
- g) All opening windows and outside doors shall be adequately screened and shielded from outside viewing;
- h) All hydro-aspirators or electric aspirators shall be equipped with at least one air breaker (also known as a vacuum breaker);
- i) Containers for refuse, trash and soiled linens shall be adequately covered or sealed at all times;
- j) A first aid kit and eyewash;
- k) The embalming or preparation room shall be strictly private;
- l) A "Private" sign shall be posted on the door(s) entering the preparation room, and no one shall be allowed therein while the body is being embalmed except the licensed embalmers, licensed funeral directors, apprentices, officials in discharge of their duties, or other authorized persons;
- m) All waste materials, refuse, used bandages and cotton shall be destroyed in accordance with all applicable state, federal and local laws, rules, codes, specifications, regulations and standards including, but not limited to, those of OSHA, Environmental Protection Agency, and Southern Nevada Health District;
- n) Every person, while engaged in actually embalming a dead human body, shall be attired in a clean and sanitary smock or gown which provides coverage from the neck to below the knees, shall wear impervious rubber gloves, and shall wear any and all items required under any applicable laws, codes and regulations, including, but not limited to, State and Federal OSHA regulations;
- o) All bodies in the preparation room must be treated with proper care and dignity and should be properly covered at all times;

- p) Ingress and egress of the preparation room must be situated so that functions in the funeral home will not impede or interfere with entering or exiting the room; and
- q) There must be sufficient emergency lighting throughout the facility.

4. Mortuary agrees that its establishment shall be available to the Coroner during the Mortuary's business hours should the Coroner desire to visit the premises to ensure compliance with this Agreement.

5. Mortuary agrees that it and its personnel will conduct business in a professional manner and in compliance with all applicable state, federal and local laws, including, but not limited to, the Clark County Code, the Nevada Administrative Code and any other applicable federal, state or local rules, codes, regulations, standards and specifications to properly fulfill its obligations under this Agreement and its responsibilities in managing final disposition of human remains (burial, cremation or repatriation out of state), assisting families, public agencies, and other mortuaries and crematories.

6. Upon request by a family member of the decedent, the Mortuary must permit a family member to view a facially recognizable photograph of the decedent at no cost or expense to the decedent's family, at no cost or expense to the County and subject to the following:

- a) The photograph of the decedent must be appropriate and, be facially recognizable with clean facial areas;
- b) The photograph of the decedent must be maintained by the Mortuary in its files and may not be released, unless approved in writing by the family;
- c) The Mortuary shall maintain a record of the date and time of the photographic identification and names of the family members who viewed the photograph;
- d) In compliance with all applicable state, federal and local laws, including, but not limited to, the Clark County Code, the Nevada Administrative Code and any other applicable federal, state or local rules, codes, regulations, standards and specifications.

ARTICLE IV CREMATORY REQUIREMENTS

1. If the Mortuary operates a crematory, it must comply with all applicable state, federal and local laws, including, but not limited to, the Clark County Code, Nevada Administrative Code and any other applicable federal, state or local rules, codes, regulations, standards and specifications. Additionally, at all times Mortuary must act in the best interest of the public health, safety and welfare. Mortuary's crematory must comply with the following:

- a) All portions of a crematory establishment operated by the Mortuary shall be kept in a clean and sanitary condition; and

- b) Mortuary agrees to maintain all appropriate and required record keeping and identification systems, including, but not limited to, a numbering system for each cremation that is performed. Mortuary agrees to place a numbered plastic or metal identification with the cremains that corresponds to the number assigned to the Coroner's file.

ARTICLE V SOCIAL SERVICE REQUIREMENTS

1. If Mortuary determines that there is no pay source for cremation or burial services for a decedent, then Mortuary shall notify CCSS. Mortuary shall have and maintain a contract with CCSS for indigent burials or cremations. Mortuary shall comply with the terms and provisions of that contract, along with this Agreement, in proceeding with the handling of such a decedent, as well as providing documentation of their due diligence in attempting to locate an individual to pay and authorize the burial or cremation services pursuant to NRS 451.024.
2. Mortuary understands and agrees that the contract for services for County indigent decedents administered by CCSS is separate and apart from this Agreement for transport and mortuary related services administered by the Coroner. Mortuary further agrees that compliance with the provisions of that contract is a condition of this Agreement.

ARTICLE VI RECORDS

1. Coroner must be apprised in writing of any situation in which the decedent's next-of-kin has not communicated with Mortuary within seven (7) days of receipt of the body, or plans for burial, cremation or repatriation out of state have not been made within thirty (30) days of receipt of the body;
2. Mortuary must accurately record death details, including, but not limited to, preparing death certificates and promptly correct errors when they occur;
3. Mortuary must complete burial, cremation or repatriation out of state of all cases within ninety (90) days after receipt of each decedent. If Mortuary needs an extension, it must make a request in writing to the Coroner. It is within the Coroner's sole discretion as to whether an extension will be granted.
4. The books, papers, records, and accounts of the Mortuary, as far as they relate to or are in any way connected with the work herein contemplated, shall at all reasonable times and upon reasonable notice be open to inspection and audit by the County.
5. Mortuary shall keep a log pertaining to the removal of pacemakers or other medical hardware that is removed prior to cremation. The log shall include, at minimum, the decedent's name, date of birth, the type of hardware, the hardware manufacturer, and

the hardware serial number. The log is applicable to every cremation, regardless of case status with the County.

6. All records of decedents handled by the Mortuary must be maintained indefinitely and at a single, centralized location occupied by Mortuary regardless of the number of facilities owned and/or operated by the Mortuary. Mortuary personnel must have immediate access to information regarding the Coroner case number, name of decedent, and location of the decedent's remains, including specific storage locations regardless of whether the Mortuary has more than one facility. Mortuary must maintain the ability to immediately access the exact location and disposition of any Coroner case at any time and provide such information to the Coroner within one (1) hour of a records request.

ARTICLE VII BACKGROUND CHECK

Mortuary shall ensure that all its employees ("Mortuary Employees") who perform services for the County, as set forth in this Agreement, including transportation services, interactions with the public and the County, and access County facilities, pass a NCIC, Clark County SCOPE and fingerprint background check as set forth herein.

1. Prior to commencing work under this Agreement, Mortuary is required to submit to the County a list of Mortuary Employees who will perform the work required by this Agreement on behalf of Mortuary. Any changes in Mortuary Employees who perform this function must be promptly documented on the list and updates to the list must be immediately provided to the County.
2. All Mortuary Employees required to perform work on behalf of Mortuary under this Agreement must submit to a thorough background investigation which will be conducted by Clark County, and shall comply with this section.
3. Each Mortuary Employee must submit to fingerprinting and provide his/her legal name, current address, date of birth, Social Security Number, and photo identification consisting of a driver's license or passport at the time of a scheduled appointment.
4. County will schedule fingerprinting appointments between the hours of 8:00 AM to 5:00 PM, Monday to Friday, excluding weekends and holidays. County will be processing the initial background checks.
5. County's approval process may take approximately six (6) to eight (8) weeks to produce results.
6. Coroner will notify a representative of the Mortuary, as designated by Mortuary, when the background investigation is complete by informing the Mortuary representative of "pass" or "fail" results. No specific reasons or justifications for the "pass" or "fail" determinations will be provided to the Mortuary; however, the results of the background investigation can be provided directly to the Mortuary Employee by the County. A

“pass”, as solely determined by the County, will result in the allowance of a Mortuary Employee to perform work under this Agreement. A “fail”, as solely determined by the County, will result in denial of a Mortuary Employee to perform work under this Agreement.

7. All convictions will be considered on a case-by-case basis. In determining whether a Mortuary Employee should be precluded from performing work under this Agreement, the County should consider: a) the nature and gravity of the offense, or conduct, revealed by the background investigation; b) the time that has passed since the offense or conduct and/or completion of a sentence; and c) the nature of the work to be performed under this Agreement and its correlation with the offense or conduct. In circumstances where additional information is needed relating to an offense or conduct revealed by the background investigation, the Mortuary Employee will provide appropriate documentation to the County with respect to the disposition or other status.

8. The County reserves the right to refuse to allow any of the Mortuary’s employees to work under this Agreement.

9. The time related labor cost required to schedule, coordinate, and send Mortuary personnel to fingerprinting appointments is \$45.00 per Mortuary Employee, whether the background investigation results in a “pass” or a “fail”. Mortuary shall be responsible to the County for this per employee fee and shall pay it within thirty (30) days of receipt of invoice from the County. In the event a reprint of fingerprints or a name checks is required for a background investigation, there will be no additional charge to the Mortuary.

10. Mortuary will pay to the County an amount not to exceed \$50.00 for every missed and rescheduled appointment that failed to provide the County with forty-eight (48) hours advance written notice. Additionally, County will not be responsible for the travel time or personal time of the Mortuary Employees used to attend the fingerprint appointments. Provided the scheduled Mortuary Employee is on time, the average time a scheduled applicant will spend at this appointment is thirty (30) minutes.

11. The initial background check approval is valid for three (3) years from the date the individual passed the background investigation.

12. The results of background checks in no way would reduce Mortuary’s liability or indemnity responsibilities, including, but not limited to, those resulting from the conduct of its employees or personnel, to the County under this Agreement.

ARTICLE VIII DRUGS AND ALCOHOL

1. Mortuary agrees that all Mortuary Employees shall not in any way use, possess, or be under the influence of illegal drugs, controlled substances or consume or be under

the influence of alcohol beverages during the performance of any services set forth in this Agreement.

2. Mortuary agrees to establish and implement a policy for drug and alcohol abuse that provides for testing and screening of all Mortuary Employees. Mortuary agrees that all Mortuary Employees will be tested and certified to be free of illegal drugs and controlled substances prior to being assigned to perform any services under this agreement. Mortuary will exercise due diligence to ensure the policy is complied with.

3. Any Mortuary Employee found to be under the influence, or in possession of, alcohol, any illegal drug, or any controlled substance, shall be prohibited from performing any future services under this Agreement.

ARTICLE IX INSURANCE

1. The Mortuary must provide the Coroner with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Agreement at the time of execution of this Agreement. The certificates of endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The insurance coverages and amounts are as follows:

- a) General liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence basis" only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The County, its officers, employees, agents, and volunteers must be expressly covered as additional insureds.
- b) Automobile coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The County, its officers, employees, agents and volunteers must be expressly covered as additional insureds.
- c) Professional liability insurance at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence to insure against claims or losses arising out of performance of the services provided by the Mortuary, the Mortuary's agents, representatives, employees or volunteers pursuant to this Agreement. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this Agreement. Any

retroactive date must coincide with or predate the date of this Agreement and may not be advanced without the County's consent. The County, its officers, employees, agents and volunteers must be expressly covered as additional insureds.

2. All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) with respect to coverage provided for in this Article IX, Sections 1(a) and 1(b), above, and One Hundred Thousand and 00/100 Dollars (\$100,000.00) with respect to coverage provided for in this Article IX Section 1(c), without written approval of the County. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed and the amount must be entered on the required certificate of insurance. Any notice given to the Mortuary with respect to the exhaustion of limits of insurance shall also be sent to the County. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Mortuary, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the County.

3. The insurance certificates supplied by Mortuary must provide for a thirty (30)-calendar day notice to the County before implementation of a proposal to cancel the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, the Mortuary shall notify the County within thirty (30) calendar days of any reduction in coverage or limits below the minimums set forth in this Article IX, including when aggregate limits are reduced more than seventy-five percent (75%) as a result of incurred losses under the policy.

ARTICLE X INDEMNITY

1. Mortuary agrees to indemnify, defend and hold harmless County and all its officers, agents, employees and volunteers from and against any and all claims, causes of action, liabilities, losses, judgments, costs, damages and/or expenses, including, but not limited to, attorneys fees and expert witness fees, in law or at equity, of every kind whatsoever including, but not limited to, personal or bodily injury, death of any person or persons and/or damage to property and/or bodies and/or human remains of any kind, to the extent caused in whole or in part by the negligence, errors, omissions, recklessness, intentional or criminal misconduct by Mortuary or its employees (regardless of background check results), agents, representatives, contractors, subcontractors, consultants, volunteers, and successors or assigns arising out of, related to, or in connection with any services provided by the Mortuary, the performance of this Agreement, Mortuary's obligations to the County, the pickup, receipt, acceptance, transport, handling, storage, record keeping, and/or cremation or burial of human bodies and/or human remains, including, but not limited to, the proper refrigeration and/or

embalming of human bodies and/or human remains, missing, misplaced or lost human remains and/or the proper identification of human bodies and/or human remains. Mortuary's obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit. This Article X survives termination of this Agreement.

2. At its option, County may elect to hire an attorney or attorneys to defend County, its officers, employees, agents and/or volunteers from any of the above claims, causes of action, suits, negotiation of settlements and/or arbitration. If County exercises this option, Mortuary agrees that Mortuary remains subject to all indemnification obligations as set forth above in this Article X, including, but not limited to, paying all costs, attorneys fees, expert witness fees, costs of suit, costs of appeal, and expert witness fees. County may at any time compromise or settle any claim, cause of action, suit, and/or arbitration if County provides the settlement or compromise amount, provided, however, that County and its defense counsel shall not have the right to compromise or settle any such claims, causes of action, suits or arbitration in any manner which would obligate Mortuary for the payment of money or adversely affect Mortuary's property without Mortuary's prior approval which Mortuary may grant or deny in its sole discretion. If County provides the compromise or settlement amount without the approval of Mortuary, such compromise or settlement shall be without recourse against Mortuary by County. Mortuary agrees, within thirty (30) days of receipt of invoice(s) from County to pay all attorneys fees incurred by the County in defense of such claims or other legal actions in addition to those items listed above.

3. Mortuary will not be required to defend, indemnify or hold harmless the County from liability, damage, loss, claims, actions or proceedings directly resulting from the sole negligence of a County employee.

ARTICLE XI TERM AND TERMINATION

1. This Agreement shall have an Initial Term of one (1) year, commencing on January 1, 2022 and remain in effect until midnight, December 31, 2022, unless earlier terminated as herein provided. This Agreement may be renewed at the option of the County for four (4) additional one-year extensions (Renewal Terms"). Any and all Renewal Terms shall be authorized by written agreement of the Parties, signed by the duly authorized representatives of the Parties.

2. Notwithstanding any other provision in this Agreement, the Coroner may terminate this Agreement, with or without cause, after providing Mortuary sixty (60) calendar day's written notice of termination.

3. The Mortuary may terminate this Agreement after providing Coroner with written notice of termination not less than sixty (60) days prior to its intent to terminate.

ARTICLE XII
MISCELLANEOUS

1. Notices. All notices required hereunder shall be personally delivered or sent by certified mail, postage prepaid, or by overnight courier to the address set forth below, or sent by facsimile to the fax numbers listed below and in the United States mail, postage prepaid to the respective other party at the following addresses:

Clark County Coroner
c/o Melanie Rouse
1704 Pinto Lane
Las Vegas, NV 89106
Phone: 702-455-3210
Fax: 702-387-0092

Davis Funeral Home
c/o Michael Soper
3103 Sackett Street
Houston, TX 77098
Phone: 713-529-5770
Fax: 713-529-5776

2. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the County and the Mortuary only. The relationship of the Mortuary to the County shall be that of an independent contractor.

3. Mortuary agrees not to bring any causes of action, claims, suits, or demands of any nature against the County related to or arising out of or based on: (1) any bodies and/or human remains received from the County; (2) the Mortuary Rotation Schedule; (3) claims and damages for destruction of business, loss profits, loss of customers, interference with business or economic value, interference with competition, devaluation of property; and/or (4) the background checks of Mortuary Employees.

4. Mortuary must always maintain professional and ethical customer service. Complaints made to the County regarding the Mortuary will be submitted to the Mortuary. The Mortuary must respond to the County in writing with respect to said complaints in a timely manner not to exceed seven (7) calendar days of receipt. Mortuary agrees to investigate, mitigate and/or correct all concerns and complaints in a timely manner with customer service and ethical conduct as a guiding principle.

5. The breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the Mortuary shall, at the option of the County, constitute a default of this Agreement and provide the County Coroner the right upon notice to terminate all rights of the Mortuary hereunder. The waiver by the County of the breach of any condition, covenant, restriction, or agreement herein contained to be kept, observed, and performed by the Mortuary shall in no way impair the right of the County to enforce its rights upon any subsequent breach thereof.

6. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring any party by virtue of authorship of any of the provisions of this Agreement. The rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.

7. Mortuary shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the County. In the event of an assignment, the assignee must agree to and comply with all of the terms and conditions of this Agreement, and agree to be responsible and liable for the terms and conditions that pre-date any assignment.

8. This Agreement may not be amended or modified, except by written agreement of the Parties signed by the duly authorized representatives of the Parties.

9. The Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

10. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected thereby.

11. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

