

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: James Kennedy, Prosecuting Attorney and Coroner

DATE: July 22, 2024

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY-KOSEC FUNERAL HOME AND CREMATORY FOR CORONER SERVICES

STATEMENT OF ISSUE:

For many years, Bradley-Kosec Funeral Home and Crematory (formerly Kosec Funeral Home) had a contract with Jefferson County for services rendered to the Jefferson County Coroner's office. Recently, the funeral home changed ownership. The attached contract formalizes the relationship with the new owner.

ANALYSIS:

Bradley-Kosec Funeral Home and Crematory provides needed services unobtainable elsewhere as they are the only local vendor in the county.

Bradley-Kosec Funeral Home and Crematory provides transportation of remains from the sites of deaths and to and from post-mortem examination sites, coordinates for post-mortem examinations whenever necessary, retrieves decedent medications and medical records, contacts treating physicians, and assists in processing death certificates.

Bradley-Kosec Funeral Home and Crematory has been and will continue to be available to provide the services required by this Agreement 365 days a year, 24 hours per day, regardless of the call volume.

FISCAL IMPACT:

Bradley-Kosec Funeral Home and Crematory shall be paid \$3,000.00 per quarter paid at the end of each quarter for all services to be provided in this Agreement. In the last 5 years, the number of coroner calls per year has averaged 562.

RECOMMENDATION:

The Coroner's office and Bradley-Kosec Funeral Home and Crematory have agreed to a formal written contract and recommend that the County ratify this agreement.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Bradley-Kosec Funeral Home and Crematory

Contract No: PAO-24-005

Contract For: Coroner Services

Term: 5 years

COUNTY DEPARTMENT: Jefferson County Prosecuting Attorney and Coroner's Office

Contact Person: Laura Mikelson

Contact Phone: 360-385-9181

Contact email: Lmikelson@co.jefferson.wa.us

AMOUNT: \$3,000.00 per quarter

Revenue: N/A

Expenditure: \$3,000.00 per quarter

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: N/A

Munis Org/Obj: N/A

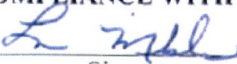
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Sole source

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

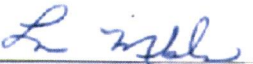
CERTIFIED: ☐ N/A: ☒


Signature

07/18/2024
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒


Signature

07/18/2024
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Electronically approved by Risk Management on 7/18/2024.
PAO-24-005
County standard PSA language.

PROFESSIONAL SERVICES AGREEMENT FOR CORONER SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR CORONER SERVICES ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Olympic Peninsula Funerals, LLC (UBI Number 605 381 347, d/b/a Bradley-Kosec Funeral Home and Crematory, "Bradley-Kosec"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Effective Date. The effective date is the date the last party signs this Agreement.
2. Scope of Services. Bradley-Kosec is retained by the County to perform services related cases where jurisdiction is assumed by the Jefferson County Coroner over the bodies of deceased persons pursuant to RCW 68.50.010. Bradley-Kosec agrees to perform the services identified on Exhibit A attached hereto including the provision of all labor. Bradley-Kosec shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances.
3. Time for Performance. This Agreement shall commence on the effective date and continue for five years. Bradley-Kosec shall perform all services pursuant to this Agreement as outlined on Exhibit A. Bradley-Kosec shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services.
4. Payment. Bradley-Kosec shall be paid by the County for completed work and for services rendered under this Agreement as provided in Exhibit B.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by Bradley-Kosec in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. Bradley-Kosec shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Bradley-Kosec's endeavors. Bradley-Kosec shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Bradley-Kosec shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, Bradley-Kosec will submit the most recent financial audit within 30 days.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.

- b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Bradley-Kosec within ten (10) days. County and Bradley-Kosec shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. Bradley-Kosec shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Bradley-Kosec's own employees, or damage to property occasioned by a negligent act, omission or failure of Bradley-Kosec. Bradley-Kosec shall be liable only to the extent of Bradley-Kosec's proportional negligence. Bradley-Kosec specifically assumes potential liability for actions brought against the County by Bradley-Kosec's employees, including all other persons engaged in the performance of any work or service required of Bradley-Kosec under this Agreement and, solely for the purpose of this indemnification and defense, Bradley-Kosec specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. Bradley-Kosec recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
9. Insurance. Prior to commencing work, Bradley-Kosec shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of this Agreement.
- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with Bradley-Kosec's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverages:
 - i. Broad Form Property Damage, with no employee exclusion;

- ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability; and,
 - vii. Employer's Liability or Stop Gap Coverage.
- c. Professional Liability Insurance. Bradley-Kosec shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at Bradley-Kosec's sole expense. Bradley-Kosec agrees Bradley-Kosec's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. Bradley-Kosec shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by Bradley-Kosec refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of Bradley-Kosec to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- g. Failure of Bradley-Kosec to take out or maintain any required insurance shall not relieve Bradley-Kosec from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. Bradley-Kosec's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of Bradley-Kosec.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or Bradley-Kosec shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing Bradley-Kosec's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to Bradley-Kosec until Bradley-Kosec shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance Bradley-Kosec must provide in order to comply with this Agreement.
- o. The County may, upon Bradley-Kosec's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to Bradley-Kosec.
- p. Bradley-Kosec's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- r. Bradley-Kosec's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. Bradley-Kosec shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates from each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. Bradley-Kosec shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. Bradley-Kosec shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- w. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance)

- a. If and only if Bradley-Kosec employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of Bradley-Kosec, Bradley-Kosec shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

- d. Bradley-Kosec expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from Bradley-Kosec.

11. Independent Contractor. Bradley-Kosec and the County agree that Bradley-Kosec is an independent contractor with respect to the services provided pursuant to this Agreement. Bradley-Kosec specifically has the right to direct and control Bradley-Kosec's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Bradley-Kosec nor any employee of Bradley-Kosec shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Bradley-Kosec, or any employee of Bradley-Kosec.

12. Subcontracting Requirements.

- a. Bradley-Kosec is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Bradley-Kosec assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. Bradley-Kosec must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between Bradley-Kosec and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on Bradley-Kosec's performance required by this Agreement.

13. Covenant Against Contingent Fees. Bradley-Kosec warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Bradley-Kosec, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Bradley-

Kosec, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. Bradley-Kosec, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, marital status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. Bradley-Kosec shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to Bradley-Kosec.
 - b. In the event of the death of a member, partner, or officer of Bradley-Kosec, or any of its supervisory personnel assigned to the project, the surviving members of Bradley-Kosec hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of Bradley-Kosec and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Manager
P.O. Box 1220

Port Townsend, WA 98368

Notices to Bradley-Kosec shall be sent to the following address:

Funeral Director
Bradley-Kosec Funeral Home & Crematory
1615 Parkside Dr.
Port Townsend, WA 98368

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and Bradley-Kosec and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. Bradley-Kosec ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by Bradley-Kosec, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Bradley-Kosec.
21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Bradley-Kosec hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a

party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. Bradley-Kosec shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, Bradley-Kosec agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. Bradley-Kosec further agrees that upon receipt of any written public record request, Bradley-Kosec shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY CORONER

By: _____
James Kennedy, Coroner DATE

BRADLEY-KOSEC FUNERAL HOME &
CREMATORY

By: 
Signature

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

By: _____
Kate Dean, Chair DATE

Name: David Bradley

Title: President/Owner

Date: 07/03/2024

By: _____
Greg Brotherton, Commissioner DATE

By: _____
Heidi Eisenhour, Commissioner DATE

SEAL:

ATTEST:

Carolyn Galloway, CMC DATE
Clerk of the Board

Approved as to form only:

 July 18, 2024

Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A - SCOPE OF SERVICES

The Jefferson County Coroner assumes jurisdiction of deceased persons pursuant to Chapter 68.50 RCW. Under the direction the Jefferson County Coroner or a Deputy Coroner, Bradley-Kosec shall:

- (1) Retrieve remains from the site of death;
- (2) Transport remains to post-mortem examination sites (and back);
- (3) Coordinate for post-mortem examination whenever necessary;
- (4) Provide transport from/to other funeral homes, when necessary;
- (5) Retrieve decedent medications;
- (6) Retrieve decedent medical records;
- (7) Contact treating physicians; and,
- (8) Assist in processing death certificates.

Bradley-Kosec shall be available to provide the services required by this Agreement 365 days a year, 24 hours per day, regardless of the call volume.

EXHIBIT B - PAYMENT TERMS

1. Bradley-Kosec shall be paid \$3,000.00 per quarter paid at the end of each quarter for all services to be provided pursuant to Exhibit A of this Agreement.
2. The contract price shall be increased to account for inflation after one year and each year thereafter Based on the annually using the CPI-W for Seattle-Tacoma-Belview WA June to June average. But in no event shall the increase be more than three percent in any given year.
3. Payment basis. In the last 5 years, the average number of coroner calls per year has been 562.
4. Invoices shall be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to Bradley-Kosec in the amount approved.
5. Failure to submit timely invoices and reports pursuant to this Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
6. Final payment of any balance due Bradley-Kosec of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
7. Bradley-Kosec shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
8. Bradley-Kosec's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payment. Copies shall be made available upon request.

POLICY NUMBER: 1887754

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Olympic Peninsula Funerals LLC

Endorsement Effective: 07/01/2024

SCHEDULE

Name of Person(s) Or Organization(s):

Jefferson County Washington, its elected officials, officers, and
employees, officers, and employees

815 Sheridan St

Port Townsend, WA 98368-2439

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OMAHA, NE 68103	CONTACT NAME: CLIENT CONTACT CENTER PHONE: (402) 445-4945 FAX: (402) 507-445-4944 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED BRADLEY-KOSEC FUNERAL HOME & CREMATORY 1815 PARKSIDE DR PORT TOWNSEND, WA 98368-2453	INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 18935 INSURER B: FEDERATED RESERVE INSURANCE COMPANY 18024 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 3 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADD. SUBS.	POLICY NUMBER	POLICY EFF.	POLICY EXP.	UNITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR	Y N	1887752	02/01/2024	02/01/2025	EACH OCCURRENCE \$1,000,000
	BUSINESS OWNERS LIABILITY					DAMAGE TO RENTED PREMISES (A) \$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER					WELD EXP. Limb and Person \$5,000
	☒ POLICY ☐ PRO. ☐ LOC					PERSONAL & ADV. INJURY \$1,000,000
B	ANY AUTO	Y N	1887754	02/01/2024	02/01/2025	GENERAL AGGREGATE \$2,000,000
	OWNED AUTOS ONLY					PRODUCTS & COMPOUND AGO \$2,000,000
	HIRER AUTOS ONLY					
	SCHEDULED AUTOS (NON-OWNED AUTOS ONLY)					
A	LIAB. A. LAB. ☒ OCCUR	N N	1887755	02/01/2024	02/01/2025	COVERED SINGLE LIMIT (A) \$1,000,000
	EXCESS LMB. CLAIMS-MADE					BODILY INJURY (Per Person)
	DED. RETENTION					BODILY INJURY (Per Accident)
						PROPERTY DAMAGE (Per Accident)
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A N	1887752	02/01/2024	02/01/2025	EACH OCCURRENCE \$1,000,000
						AGGREGATE \$1,000,000
						PER STATUTE OTHER
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE EA EMPLOYEE \$1,000,000
						E.L. DISEASE POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 301, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER 438-486-8 JEFFERSON COUNTY WASHINGTON, ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES 815 SHERIDAN ST JEFFERSON COUNTY PUBLIC HEALTH PORT TOWNSEND, WA 98368-2438	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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ACORD 28 (2015/03)

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AGENCY CUSTOMER ID 436-486-6

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED BRADLEY KOSBEK FUNERAL HOME & CREMATORY 1515 PARKSIDE DR PORT TOWNSEND WA 98366-2462	
POLICY NUMBER SEE CERTIFICATE # 3.0			
CARRIER SEE CERTIFICATE # 3.0	NAIC CODE	EFFECTIVE DATE SEE CERTIFICATE # 3.0	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL NAMED INSURED INCLUDE
KOSBEK FUNERAL HOME & CREMATORYENTIRE CERTIFICATE HOLDER NAME
JEFFERSON COUNTY WASHINGTON, ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON BUSINESSPERSONS LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 45 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Jefferson County Washington, its elected
officials, officers, and employees, officers,
and employees
615 Sheridan St
Jefferson County Public Health
Port Townsend, WA 98368-2438

Relationship to the Named Insured:

Any coverage provided by this endorsement applies only to agreement between
insured and JEFFERSON COUNTY WASHINGTON.

A. The following is added to Paragraph C. Who is an Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" liability arising out of your ongoing operations performed for that insured or premises owned by or rented to you.

B. This insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the additional insured named above.

C. The following exclusion is added to Paragraph B. Exclusions:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insured:

Olympic Peninsula Funerals LLC
1615 Parkside Dr
Port Townsend, WA 98368-2463

Place of Issue:

Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

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BP-F-239 (09-08)

Policy Number: 1887752

Transaction Effective Date: 07/01/2024

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

SOLE SOURCE JUSTIFICATION

TO: Board of County Commissioners

FROM: James Kennedy, Prosecuting Attorney and Coroner

DATE: July 18, 2024

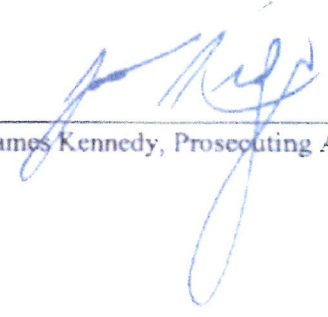
RE: PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY-KOSEC FUNERAL HOME AND CREMATORY FOR CORONER SERVICES

Commissioners:

Bradley-Kosec Funeral Home and Crematory is the only funeral home in Jefferson County. The vast majority of coroner cases occur in East Jefferson County. Very few coroner cases arise on the West End. Coroner cases require immediate attention from the on-duty coroner. These coroner cases occur 24/7. The Jefferson County Coroner's Office requires immediate services from a funeral home for each coroner case. In the last 5 years there have been approximately 562 coroner calls that have required funeral home services.

The nearest funeral home on the Olympic Peninsula outside of Jefferson County is in Sequim. Funeral Homes in Kitsap County would be required to cross the Hood Canal Bridge to provide services. Neither of these options would be workable.

Accordingly, a sole source procurement is justified.



James Kennedy, Prosecuting Attorney

18 July 2024

Date