

INDEPENDENT CONTRACTOR AGREEMENT

Funeral Home Rotation (Bell Tower Funeral Home and Crematory)

THIS AGREEMENT is made and effective this ____ day of _____, 2021, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho (hereinafter COUNTY), and BELL TOWER FUNERAL HOME (hereinafter CONTRACTOR). In consideration of their mutual benefit and the covenants and terms herein, the parties agree as follows:

1. TERM: The term of this Agreement begins on the effective date shown above and shall continue to October 1, 2023, unless earlier terminated as provided herein. At least thirty (30) days prior to the expiration of this Agreement, COUNTY may, at sole discretion of COUNTY, offer an extension to CONTRACTOR on such terms and conditions as COUNTY deems necessary and appropriate.
2. INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that an independent contractor relationship be created by this Agreement, and that no employer-employee, partnership, agency, or joint venture relationship shall exist. The COUNTY shall not have the right to control the method or manner by which CONTRACTOR will perform the services described in this Agreement, except to specify the time and place of performance, and the results to be achieved. CONTRACTOR shall supply its own vehicles and any and all other tools of the trade necessary to perform the contract services specified herein, except as specifically provided below. The COUNTY shall have no responsibility for security or protection of the supplies or equipment of CONTRACTOR. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the COUNTY on behalf of CONTRACTOR or the employees, representatives, agents, and/or staff of CONTRACTOR. CONTRACTOR understands that CONTRACTOR shall pay any taxes in accordance with applicable law
3. CONTRACT SERVICES: The COUNTY engages the CONTRACTOR to perform services as set forth below:
 - a) Two (2) CONTRACTOR staff members shall be present at scene removals. CONTRACTOR staff will comport themselves in accordance with applicable State and local requirements including, but not limited to Idaho Administrative Procedure Act 24.08.01, *et. seq.* and Idaho Code §§ 54-1101, *et. seq.*
 - b) Response time shall be within one (1) hour from time of notification to handle removal and transport of body/bodies from/to locations in the regular service area (Kootenai County, ID and Spokane County, WA.)
 - c) CONTRACTOR shall accept all cases referred to CONTRACTOR within their dedicated month. A rotation schedule is set forth in EXHIBIT "A", attached hereto and incorporated into this Agreement by reference. All changes to the Funeral Home Rotation shall be requested of COUNTY in writing and must be approved by COUNTY in writing.

- d) In the case of a "Coroner Hold," where the need for a more extensive examination or specimen collection may be necessary:
- (1) CONTRACTOR shall ensure that refrigeration be accessible to COUNTY and the location of such refrigeration be disclosed to the COUNTY prior to removal of the decedent from the scene.
 - (2) CONTRACTOR shall provide a funeral facility preparation room for examination of a body or specimen collection. Time arrangements will be agreed upon by the Funeral Home and the Coroner's Office as necessary in each specific case.
 - (3) Upon request by the COUNTY, CONTRACTOR shall transport decedent to any local facility, including, but not limited to the Kootenai Health Morgue, for the express purpose of further examination and/or specimen collection.
- e) In a "Medical Examiner Case," the COUNTY and Spokane County Medical Examiner (SCME) have established certain protocols for the disposition of decedents to be followed by CONTRACTOR:
- (1) Transportation of a decedent to the SCME shall be made ONLY by CONTRACTOR as set forth in the Funeral Home Rotation Schedule. Any changes to the Rotation Schedule shall be made in accordance with paragraph 3(c), above.
 - (2) SCME requires that refrigeration be provided as soon as possible after death. Timely transportation to the SCME Morgue is required to facilitate that need. Refrigeration at CONTRACTOR's facility must be available in the event of any delays in transportation to the SCME.
 - (3) SCME requires that ALL bodies transported to its Morgue be secured in a body pouch and have proper Identification. Bodies received at the SCME shall have identification band on the body, shall be in the required body pouch, and shall have evidence tag(s) secured to the body pouch. COUNTY shall provide all body pouches.
 - (i) Bodies are packaged in the body pouch, after an identification band has been secured around an ankle or arm, with the decedent's name and other identifying case information as necessary. Body pouches are sealed with evidence seals, and the decedent's name and evidence tag number(s) are written on the outside of the body bag.
 - (ii) Outside agencies occasionally use body pouches other than those supplied by COUNTY or other packaging techniques. These variations are acceptable so long as the decedent is clearly identified via identification band or other substantially similar means, and as long as the integrity of personal property is assured.

4. COMPENSATION: Payment for contract services shall be in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00) per month for all contract services provided by Contractor pursuant to this Agreement during Contractor's month(s) of service per the rotation schedule at Exhibit "A."

Mileage reimbursement for contract services to be provided outside the regular service area (Kootenai County, ID and Spokane County, WA), including but not limited to transport to Seattle, WA; Pullman, WA; or Portland, OR, shall be mutually agreed upon by the parties and confirmed in writing prior to the services being performed.

CONTRACTOR shall submit its application for payment to COUNTY no later than thirty (30) days after the end of the rotation period for which CONTRACTOR seeks payment and/or mileage reimbursement, and allow up to seven (7) calendar days for review of the request by COUNTY. Upon approval of the application for payment and/or mileage reimbursement, COUNTY shall complete payment within thirty (30) days.

5. LICENSURE: CONTRACTOR must be licensed by the Idaho State Bureau of Occupational Licenses to operate as a Funeral Establishment at all times. CONTRACTOR shall provide proof of licensure to COUNTY prior to commencing its performance as herein provided and shall have the continuing duty to provide COUNTY with proof of licensure upon any extension of this Agreement. CONTRACTOR shall provide immediate notice to COUNTY if said license is revoked, expires or if for any other reason CONTRACTOR ceases to be licensed.
6. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend and hold harmless, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, and CONTRACTOR's agents, employees, or representatives under this Agreement.
7. INSURANCE: CONTRACTOR agrees to obtain and maintain in effect at all times during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, agents and staff, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's performance of obligations under this Agreement. CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require CONTRACTOR's insurer to notify COUNTY at least ten (10) days prior to cancellation of said policy. Notwithsatnding any other provision of this Agreement, the failure by CONTRACTOR to provide the requisite proof of insurance shall constitute a material breach of this Agreement, and shall

constitute sufficient grounds for immediate termination of this Agreement by COUNTY.

CONTRACTOR acknowledges and understands that as an independent contractor, it is not covered under any policy of insurance carried by the COUNTY, including, but not limited to, health insurance, worker's compensation insurance, life, disability or automobile insurance. As an independent contractor, CONTRACTOR is not entitled to receive any employment-related benefits or protection from the COUNTY. CONTRACTOR shall maintain in full force and effect during the term of this Agreement automobile insurance and other insurance coverage as required under Idaho law.

8. REPLACEMENT OF CONTRACTOR EMPLOYEES: The COUNTY shall have the right, after consulting with CONTRACTOR, to require CONTRACTOR to replace any employee or volunteer found unacceptable to the COUNTY, provided the COUNTY SUBSTANTIATES that said employee or volunteer has provided unsatisfactory services.
9. NOTICES: For the purposes of this agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:

Kootenai County Board of County Commissioners
451 Government Way
PO Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1600
Fax: (208) 446-2178
E-mail: kcbocc@kcgov.us

And

Warren C. Keene, M.D.
Kootenai County Coroner
1808 N. 3rd Street
Coeur d'Alene, ID 83814
Phone: (208) 446-2199
Fax: (208) 446-2183
E-Mail: wkeene@kcgov.us

For the CONTRACTOR:

Lance Cox
Bell Tower Funeral Home
3398 E. Jenalan Ave.
Post Falls, ID 83854
Phone: (208) 457-8880

10. WORKERS COMPENSATION: CONTRACTOR shall maintain in full force and effect Workers Compensation insurance for CONTRACTOR and any agent, employees, and staff that CONTRACTOR may employ, and provide proof to the COUNTY of such coverage or that such Workers Compensation insurance is not required by law.
11. NON-ASSIGNABLE: The parties mutually agree that the COUNTY has entered into this Agreement to secure the personal services of CONTRACTOR and, as such, this Agreement is not subject to transfer, assignment, or conveyance.
12. COMPLIANCE WITH LAWS: At all times during the term of this Agreement, CONTRACTOR shall comply with all federal, state, county, city and other local laws, rules, ordinances and regulations.
13. CIVIL RIGHTS ACT OF 1964: CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964, which states that under Title VI no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
14. NONDISCRIMINATION: CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
15. TERMINATION: Either party may terminate this Agreement by giving no less than thirty (30) days' advance written notice to the other party.
16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.
17. GOVERNING LAW: This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.

18. ATTORNEY FEES: Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement.
19. SEVERABILITY: If any term or provision of this contract is held by the Court to be illegal or in conflict with Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

DATED this _____ day of _____, 2021.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Chris Fillios, Chairman

**KOOTENAI COUNTY
CORONER**

Warren C. Keene, M.D., Coroner

ATTEST:
JIM BRANNON, CLERK

By: _____
Deputy Clerk

CONTRACTOR

Lance Cox, Bell Tower Funeral Home



KOOTENAI COUNTY

CORONER

WARREN C. KEENE, MD

CORONER ROTATION **2022**

JANUARY: *BELL TOWER*

FEBRUARY: *ENGLISH*

MARCH: *BELL TOWER*

APRIL: *ENGLISH*

MAY: *BELL TOWER*

JUNE: *ENGLISH*

JULY: *BELL TOWER*

AUGUST: *ENGLISH*

SEPTEMBER: *BELL TOWER*

OCTOBER: *ENGLISH*

NOVEMBER: *BELL TOWER*

DECEMBER: *ENGLISH*

Emergency Call #- (208) 661-0199 ** **PLEASE DO NOT GIVE THIS #**
OUT**

Bell Tower- (208) 457-8880
English- (208) 664-3143

Coroner's Office- (208) 446-2199