

**Agreement for Services Between the  
Fremont County Coroner and Harwood Funeral Services**

This Agreement made as of the date indicated below, between Harwood Funeral Services, (hereinafter referred to as "Harwood"), located at 516 N. 10<sup>th</sup> St., Cañon City, CO 81212, and the Fremont County Coroner, (hereinafter referred to as the "Coroner"), located at 615 Macon Avenue, Suite LL-7, Cañon City, CO 81212.

WHEREAS, Coroner desires certain services and facilities to assist him in the performance of his official duties, and Fremont County presently lacks the ability to provide such services and facilities; and

WHEREAS, on March 3, 2023, Fremont County sent a request for proposals to local funeral service companies seeking bids for the provision of such services; and

WHEREAS, bids were received and reviewed at a Bid Opening on Thursday, March 23, 2023; and

WHEREAS, Harwood was the low bidder, indicating that it had the ability to provide such services; and

WHEREAS, the Board of County Commissioners formally awarded the bid to Harwood at the regular meeting of the Board of County Commissioners on April 25, 2023.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

**1. Term of the Agreement:** This Agreement shall be in full force and effect from May 1, 2023 until December 31, 2024. At the expiration of the term, the parties may extend the Agreement for additional one-year terms (January 1 through December 31) without adjustment in price or services. If adjustments to pricing or services are necessary or desired by either of the parties, Coroner shall initiate the county "request for proposals" process and seek new bids from local companies with the capability of providing the desired services.

**2. Services and Cost:** Harwood agrees to provide the following listed services and facilities and Coroner agrees to payment of the cost and expenses indicated for each service:

- a. Pick up and Removal of body of deceased located within 20 miles from the Coroner's office: \$70.00
- b. Pick up and Removal of body of deceased located 20 miles or more from the Coroner's office: \$75.00 plus \$0.50 per additional mile travelled to and from the site.

- c. Staff cost reimbursement to meet Coroner after normal business hours for drop-off of body of deceased at storage facility: \$40.00
- d. Refrigeration of stored body of deceased: 24 hours' storage provided free of cost
- e. Long-term refrigeration of body of deceased: \$100.00 per month
- f. Transportation each way for autopsy in El Paso County: \$100.00
- g. Transportation each way for autopsy in Pueblo County: \$75.00
- h. Cremation of indigent remains: \$350.00
- i. Body bags, if provided at site: \$40.00 each for medium blue bag
- l. Annual cost of cooler space at 516 North 10<sup>th</sup> Street, Canon City, Colorado, to include two spaces dedicated solely for Coroner's use: \$800.00 per year.

**3. Conditions of Services:**

- a. All responses from Harwood under items 2(a) and 2(b) above shall be by two Harwood staff persons, unless otherwise specified by Coroner at the time of the response.
- b. All responses from Harwood under items 2(a) and 2(b) above shall occur within one-hours' time frame, except in cases of extenuating circumstances.
- c. All responses from Harwood under items 2(a) and 2(b) above shall only occur upon request from the Coroner.
- d. All responses from a duly authorized Deputy Coroner shall be treated as a request from the Coroner.
- e. Harwood may also opt to provide Coroner's office with alarm codes and keys to any location for necessary after-hours or emergency access.
- f. All responses from Harwood under 2(a) and 2(b) shall be made with an unmarked funeral home vehicle containing no visible markings representative of Harwood Family Funeral Services or other affiliated Funeral Service businesses.
- g. No communication shall occur between a Harwood staff person responding under 2(a) and 2(b) above, and a family member or other representative of the deceased that might identify Harwood as the responding entity. All such responses are on behalf of the coroner's office and not in a private business capacity.

h. The private information of the deceased, such as next of kin, address, and telephone number of the deceased or family/friends of the deceased shall not be provided to Harwood until the Coroner has released the body to the funeral home selected by the family of the deceased or other legally authorized representative for the deceased.

**4. Independent Contractor Relationship:** Harwood is an independent contractor, and neither Harwood nor Consultant's staff is, or shall be deemed, Coroner's or County's employees. Harwood shall hire only competent, experienced and qualified persons to perform the services under this Agreement.

**5. Insurance and licensing Requirements:** At all times during the term of this Agreement and any extensions, Harwood shall keep in full force and effect applicable professional liability insurance, general liability insurance, workers compensation insurance, and motor vehicle liability insurance, in amounts to meet or exceed the statutory minimum requirements, to cover all claims of negligence or other potential liability for Harwood and all employees, agents, and representatives performing County services on behalf of Harwood. In addition, Harwood must ensure they are in compliance with all Department of Regulatory Agency (DORA) requirements and maintain current licensure.

**6. Compensation:** Harwood shall provide invoices to Coroner for services rendered on no less than a quarterly basis, but no more frequently than monthly. Coroner shall ensure that the invoices are paid in a timely manner through the normal and customary county payment process.

**7. Termination of Agreement:** Either party may terminate this agreement, without cause, by providing at least 30 days written notice of such termination to the non-terminating party at the place of business of such party.

**8. Indemnification:** Harwood agrees to indemnify County from any and all liability, loss, or damage County may suffer as a result of claims, demands, costs or judgments against County arising out of negligent or intentional acts of Harwood in the performance of services in accordance with this Agreement.

**9. Abide by Applicable Laws:** In the performance of the terms of this Agreement, both parties shall conduct themselves and their obligations in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any federal, state, or local governmental entity.

**10. Integration.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

In witness whereof, the Parties have signed this Agreement as of this date:

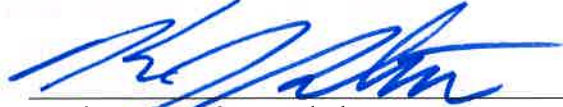
Date: \_\_\_\_\_

Date: 4/18/2023

**HARWOOD FUNERAL SERVICES**

**COUNTY OF FREMONT**

By: \_\_\_\_\_



Kevin J. Grantham, Chair  
Board of Commissioners for Fremont County

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_



Randy Keller, Fremont County Coroner  
615 Macon Ave., Ste. LL-7  
Cañon City, CO 81212  
719-276-7358

Phone: \_\_\_\_\_