

FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 180110B

THIS FOURTH AMENDMENT TO AGREEMENT NO. 180110B is made and entered into as of this 1st day of July, 2026 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Legacy Removal Services, a limited liability corporation, whose mailing address is 3672 Diablo Street, Napa CA 94558, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on September 8, 2017, COUNTY, through its Purchasing Agent, and CONTRACTOR entered into Agreement No.180110C (“the Agreement”) whereby CONTRACTOR agreed to provide to COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of specialized services, as authorized by Government Code Section 31000, in order to provide transportation services for the remains of deceased persons under the jurisdiction of the Napa County Sheriff-Coroner’s Office; and

WHEREAS, the Agreement was made by and through the County’s Purchasing Agent because the compensation to be provided to CONTRACTOR did not exceed the approval authority of the Purchasing Agent; and

WHEREAS, on May 1, 2019 the Board of Supervisors reviewed and approved an amendment to Agreement No. 180110B (“First Amendment to the Agreement”) to revise the compensation provisions; and

WHEREAS, on June 9, 2020 the Board of Supervisors reviewed and approved an amendment to Agreement No. 180110B (“Second Amendment to the Agreement”) to extend the term until June 30, 2023; and

WHEREAS, on July 1, 2023 the Board of Supervisors reviewed and approved an amendment to Agreement No. 180110B (“Third Amendment to the Agreement”) to extend the term until June 30, 2026; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise the compensation provisions.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below.

TERMS

1) Paragraph 1 of the Agreement, entitled “**Term of Agreement**,” is amended to read in full as follows:

“**1. Term of Agreement.**

Term of the Agreement. The term of this Agreement shall commence on the date first written in the Agreement and shall expire on June 30, 2027 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.”

2) Paragraph 3 of the Agreement, entitled “**Compensation**” is amended to read in full as follows:

“**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-4,” attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THOUSAND dollars (\$100,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.”

3) Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, the parties hereto executed this Amendment to the Agreement as of the date first above written.

LEGACY REMOVAL SERVICES, LLC

By 
TOMMY SMITH, Owner

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision
of the State of California

By _____
AMBER MANFREE, Chair of the Board
of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: June 3, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

EXHIBIT "B-4"

COMPENSATION

Price proposal for coroner transports for the next three (3) years:

July 1, 2026 thru June 30, 2028:

One person transports: \$250

Two person transports: \$350

Three person transports: \$475

Transport body from coroner facility to another institution: \$250

Transport body out of county (cost per loaded mike \$4.50)

Stand by time when wait is over 15 minutes (hourly rate): \$30/person

July 1, 2028 thru June 30, 2029:

One person transports: \$275

Two person transports: \$375

Three person transports: \$500

Transport body from coroner facility to another institution: \$275

Transport body out of county (cost per loaded mike \$4.50)

Stand by time when wait is over 15 minutes (hourly rate): \$40/person