

**TERM AND SUPPLY CONTRACT  
Mortuary Services**

A Term and Supply Contract, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **CHARTER FUNERALS**, 5000 Blue Ridge Cutoff, Kansas City, MO 64133, hereinafter called "Charter".

WHEREAS, pursuant to RSMo 205.630 the county is required to provide a reasonable sum, as determined by the county, to cover the funeral expense of individuals who die within the county and have no means of paying a funeral expense; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposal (RFP) No. 6-09 for the furnishing of professional mortuary services; and,

WHEREAS, by Resolution No. 17279, dated May 20, 2010, the legislature did award a 12-month term and supply contract for professional mortuary services under the terms and conditions of RFP No. 6-09 to Marts Memorial Chapel; and,

WHEREAS, by Resolution No. 17535, dated March 7, 2011, the legislature did partially rescind Resolution No. 17279 and re-award the remaining portion of the cremation services contract to Charter Funeral Home,

NOW THEREFORE, in consideration of the foregoing and the terms and provision herein contained, County and Charter respectively promise, covenant and agree with each other as follows:

FILED  
MAY 10 2011  
RECEIVED  
CLERK

1. This Contract shall be binding when it is signed by the County's Director of Finance and Purchasing and shall run from March 3, 2011 to June 30, 2011.
2. Charter shall provide cremation services as set forth in RFP No. 6-09, attached hereto as Exhibit A and incorporated herein by reference.
3. The County shall pay Charter for services rendered under this Contract at the rate of \$895.00 for each cremation, including all costs, as set forth in Exhibit A to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties.
4. All modifications to this Contract must be in writing signed by the County's Director of Finance and Purchasing.
5. The laws of the State of Missouri and Jackson County, Missouri govern this Contract.
6. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties.
7. Charter is an independent contractor and shall defend, indemnify and hold harmless the County for loss, damage or liability relating to this contract to the extent that such loss, damage, or liability results from the negligence or misconduct of Charter Funerals or its employees, agents or subcontractor.
8. The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Charter Funerals.
9. The County will make a good faith effort to make payment within thirty (30) days after the date when a correct and complete invoice showing the pertinent County Purchase Order Number(s) is received from Charter. Payment may be withheld by the

County to protect itself from actual or potential loss which has resulted or may result from the Charter's non-performance of any of its duties required hereunder.

10. Charter warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

11. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11<sup>th</sup> day of March, 2011.

APPROVED AS TO FORM:

W. Stephen Nixon  
W. Stephen Nixon  
Acting County Counselor

JACKSON COUNTY, MISSOURI

By Q. Troy Thomas  
Q. Troy Thomas  
Director of Finance and Purchasing

ATTEST:

By: Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

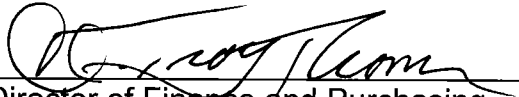
CHARTER FUNERALS

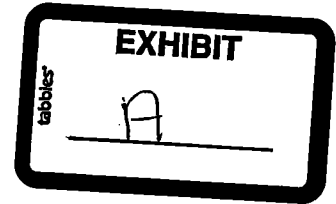
By: Bridget Araya  
Title: manager  
Federal ID No.: 431 730840

**REVENUE CERTIFICATE**

This award is made on a need basis and does not obligate Jackson county to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

March 17, 2011  
Date

  
Director of Finance and Purchasing



QUOTATION PAGE

Pricing to provide complete Mortuary Services and Burial Services as described herein for each Indigent Person:

\$ 2195.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 895.00 /Each Cremation, including all costs

Pricing must be firm for the first Thirty Six Months of any resulting Contract.

Pricing for 4<sup>th</sup> Year of Contract:

\$ 2395.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 995.00 /Each Cremation, including all costs

Pricing for 5<sup>th</sup> Year of Contract:

\$ 2495.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 1045.00 /Each Cremation, including all costs

Respondent Name: Charter Funerals

Contact Person: Bridget Anaya

Address: 5000 Blue Ridge Cutoff

City, State and Zip Code: Kansas City, MO 64133

Telephone Number: 816-921-5555 Fax Number: 913-671-7177

Web Site Address: www.charterfunerals.com Email Address: banaya@charterfunerals.com

Regular Business Hours: 8:30-5:30 M-F

Emergency Contact: Bridget Anaya

Distance from your Business to the Medical Examiner's Office: 9 miles

Would you be willing to extend the pricing, terms and conditions of any resulting Contract to any Municipal, County, Public Utility, Hospital or Education Institution located within the Greater Kansas City Metropolitan Trade Area?

Check one:  Yes  No