

County of Nueces

MIKE PUSLEY
Commissioner
Precinct 1

JOE A. GONZALEZ
Commissioner
Precinct 2



SAMUEL L. NEAL, JR.
County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401-3697

OSCAR ORTIZ
Commissioner
Precinct 3

JOE McCOMB
Commissioner
Precinct 4

AMENDMENT NO. 2

WHEREAS, the County of Nueces ("County") and Corpus Christi Mortuary Service ("Contractor"), entered into an agreement on the effective date, February 9, 2011, for Morgue Transport Service (IFB No. 2874-10);

WHEREAS, County and Contractor have executed Amendment No.1 that extended the original Agreement to one year. Said Renewal will expire on February 8, 2014;

WHEREAS, the parties now want to exercise the renewal option as set out in Article I of the IFB Instructions to Bidders extending the term of the Agreement for year 2 and said renewal ending February 8, 2015;

WHEREAS, the parties agree and wish to amend the Agreement by adding several additional non-monetary requirements to the Agreement and

NOW, THEREFORE, Nueces County and Corpus Christi Mortuary Service, in consideration of the mutual agreements contained in the original Agreement and amendments hereof do hereby mutually agree:

1. To exercise the renewal option for year 2 as set out in Article I of the IFB Instructions to Bidders extending the expiration date of the Agreement to February 8, 2015
2. To abide by additional nonmonetary Requirements during the term of the Agreement as Amended and outlined in Exhibit A and said Exhibit A is hereby incorporated into this Amendment No. 2.
3. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment in duplicate.

WITNESS our hands on this 18th day of December, 2013.

NUECES COUNTY

Samuel L. Neal, Jr.

Nueces County Judge

CORPUS CHRISTI MORTUARY SERVICES

Archie D. Acosta

Title: Owner

ATTEST: _____
Diana T. Barrera, County Clerk

EXHIBIT A

- a. Transportation vehicle(s) used by Contractor must be fully enclosed, i.e., hearse or van. Open bed pick-up trucks are not acceptable. Vehicle(s) are to be plain/unmarked with the exception of temporary signage placed on the vehicle dashboard area reflecting transport to Nueces County Medical Examiner facility.
- b. Contractor shall not solicit additional business for their own gain while performing the services under this Agreement. The Nueces County Medical Examiner Prohibits Contractor, Contractor's employees, subcontractors, agents, subcontractors, and assigns from distributing any unapproved advertisement, either written or verbal, in the form of brochures, pamphlets, leaflets, and any document of any type, containing information regarding mortuary or funeral services.
- c. Contractor and any employee(s), subcontractors, agents, successors, and assigns that transport or that are in contact (directly or indirectly) with a (the) body will be randomly drug tested and/or be required to have a drug test (if deemed necessary by Contractor) at the Contractor's expense. Contractor shall not allow any positive tested person as described in this paragraph to drive/transport a (the) body.
- d. The Nueces County Medical Examiner or his designee shall administer this contract and shall have the authority and shall recommend termination of this Agreement and Amendments hereof to Commissioners Court, for failure to comply with any term in the Agreement and Amendments thereof.