

Grants & Contracts - Transmittal Memo

DATE: December 13, 2018

FROM: Purchasing Division, Contracts

TO: Cathie Whitney

CONTRACT #: 11128

VENDOR: Forest Meadows Funeral Home & Gardens

DESCRIPTION: #11128 Forest Meadows Funeral Home & Gardens Agreement for professional Services for indigent burial & cremation program

APPROVED BY: Board of County Commissioners

APPROVAL DATE: December 11, 2018

RECEIVED ON: December 13, 2018

TERM START: December 11, 2018

TERM END: September 30, 2019

AMOUNT: NTE \$91,270.00

RFP/BID #:

POR #
(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND FOREST MEADOWS FUNERAL HOME & GARDENS**

THIS AGREEMENT is entered into this 11th day of December 2018 between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Forest Meadows Funeral Home & Cemeteries** doing business at **2615 NE 17th Terrace, Gainesville, Florida 32609** hereinafter referred to as "Professional". Collectively, the County and the Contractor shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County desires to employ the Professional to provide services for Indigent Burial & Cremation Program and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to the Alachua County Purchasing Code, Chapter 22, Purchasing, § 22.11(43), the procurement of the services to be provided by the Professional to the County are exempt from the County's formal bidding and request for proposal processes; and

WHEREAS, the Professional is qualified to provide these services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2019 (the "Initial Term") unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 1 year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

- 2.1. The Professional is professionally qualified to conduct and is licensed to practice burial and cremation services by all public entities having jurisdiction over the Professional and the Project;

- 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;
 - 2.3. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
 - 2.4. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.
 - 2.5. The Professional acknowledges and agrees that the County's review or inspection of the Services performed by Professional shall in no way diminish the Professional obligations to perform the Services in full compliance with the requirements of this Agreement nor shall it diminish Professional's warranty pertaining to the Work.
3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1"** (hereinafter, the Services")
4. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
- 4.1. The Professional shall be paid a sum that SHALL NOT EXCEED \$91, 270.00 during the Initial Term of the Agreement ("Annual Contract Price"), to include services rendered since October 1, 2018, unless approved by the Board of County Commissioners, in accordance with the Fee Schedule at **Exhibit "3"**.
 - 4.2. As a condition precedent to being owed any payment under this Agreement, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for Services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount

invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Community Support Services Director
c/o Candie Nixon
218 SE 24th Street
Gainesville, Florida 32641

4.3. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Forest Meadows Funeral Home & Cemeteries
2615 NE 17th Terrace
Gainesville, FL 32609
ATTN: Jon C. Thomas

5. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

Community Support Services Director
c/o Candie Nixon
218 SE 24th Street
Gainesville, Florida 32641

Forest Meadows Funeral Home & Cemeteries
2615 NE 17th Terrace
Gainesville, FL 32609
ATTN: Jon C. Thomas

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.

Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

6. Default and Termination.

- 6.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Community Support Services Director and/or designee is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 6.2. The County may also terminate the Agreement without cause by providing written notice to the Professional (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Professional will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- 6.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7. Project Records.

7.1. General Provisions:

- 7.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 7.1.3. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

7.2. Confidential Information:

- 7.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 7.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential

Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

7.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

7.4. **Compliance:** A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

8. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
9. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "4."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "4-A"**.
10. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
11. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

12. Indemnification

12.1 To the maximum extent permitted by Florida law, the Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of this Agreement. Professional agrees that indemnification of the County shall extend to any and all Work performed by the Professional, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

12.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

13. Standard of Care. The Services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar Services at the time and place such Services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

14. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

15. Successors and Assigns. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

16. Independent Professional or Consultant. In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

17. Collusion. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. Conflict of Interest. The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
20. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
27. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
28. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, Jr.
_____, Chair
Board of County Commissioners
Date: 12/11/2018

ATTEST:

J.K. "Jess" Irby, Esq.

Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]

Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)
By: [Signature]

Print: John Thomas

Title: VP

By: Peter A. Thomas

Print: Peter A. Thomas

Title: President

Date: Oct. 29, 2018

IF INCORPORATED PLEASE PROVIDE CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS AND ATTEST (WITNESS) SIGNATURE BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT A: SCOPE OF SERVICES

A. Program Description:

1. The Indigent Burial and Cremations provides for the burial or cremation of indigent persons who die within the confines of Alachua County in accordance with Chapter 470 of the Florida Statutes. The Forest Meadows Funeral Home and Cemeteries will provide burial or cremation services for all deceased indigent persons designated by the County.

2. Duties of Funeral Home:

Prior to making any burial/cremation arrangements for indigent persons, the Professional shall contact the Alachua County Division of Social Services.. The provider shall inquire and determine if there are any sources of funds, such as Social Security death benefits, insurance, nursing home personal accounts, family or other contributions and shall advise Social Services of such funds or resources. Any funds or donations collected from any source shall be applied first toward the cost of burial/cremation with the County paying the balance up to the amount of the contracted rate. If funds exceed the equivalent of the contracted rate for services, the County will not assist with funeral arrangements and will not supplement family or other private donations. The awarded vendor agrees that if any portion of a cremation or burial service is funded by the County, any funds from other sources will only be used to offset the County contribution and not to upgrade services.

3. Transportation

As directed, the Professional provide all necessary transportation for the deceased within Alachua County; i.e., transport from the hospital or Medical Examiner's office to funeral home and/or crematorium; transport to cemetery. The only exception to this would be to provide all necessary transportation for the deceased to FL National Cemetery if eligible.

4. Documentation

The Professional shall be responsible for filing, with the appropriate agencies, all required documentation pertaining to the service performed, including:

- a. Burial Transit Permit;
- b. Death Certificate;
- c. Cremation Authorization;
- d. Social Security Form/Proof of Death.

Copies of all applicable documentation shall be furnished to the Alachua County Division of Social Services for each service performed.

5. Timeframe

The entire burial or cremation process shall take no longer than ten (10) days to complete. Alachua County is aware that extenuating circumstances may dictate that the overall process take more than 10 days to complete. Should these circumstances occur. It is the Professional's responsibility to notify the Alachua County Division of Social Services to request approval for a time extension. Alachua County will not pay additional funds for this extension.

6. Burial or Cremation Services

The Professional shall prepare the deceased for burial or cremation in accordance with all applicable state and local laws.

Burials

- a. A pressed wood casket shall be used for all deceased persons buried under this contract.
- b. An unsealed concrete liner is required for all indigent burials. (All "setting fees" shall be included in the quoted prices.)
- c. Once at the cemetery, the funeral home shall be responsible for unloading the casket and lowering it into the grave.
- d. The funeral home shall be responsible for furnishing a temporary marker for the grave site.
- e. There will be no funeral service of any kind.

Cremations

- a. A temporary all-purpose urn, suitable for shipping, shall be used for all persons cremated under this Request for Proposal.
- b. Alachua County will not provide assistance with the burial of cremated remains.
- c. There will be no funeral service of any kind.

7. Cemetery Coordination

It shall be the responsibility of the Professional to coordinate the necessary burial arrangements with the cemetery. If the deceased is to be buried at Evergreen Cemetery, the City of Gainesville will open and close the grave. Alachua County will directly reimburse the City for this service at a pre-negotiated rate. If the deceased is to be buried at a location other than Evergreen Cemetery, the County will compensate for the cost of opening and closing the grave at the same rate that is paid to the City. With the exception of Florida National Cemetery all burials must take place in a cemetery that is located within Alachua County.

8. Funeral Services

If a viewing/ is requested by the family, the length, type and location of the viewing shall be identical for all recipients at the funeral home. The funeral home will coordinate the viewing schedule.

9. Veteran Services

The Professional shall provide transportation and preparation to those indigents who qualify for burial in the National Cemetery in Bushnell.

10. Anatomical Board

The Professional shall provide transportation and preparation to those indigents who have been accepted by the Anatomical Board.

11. Monitoring

It shall be understood that Alachua County may send representatives to witness burial or inspect any/all services provided by the Professional and shall therefore be notified of the scheduling of all services.

EXHIBIT 2: Fee Schedule

- A. Direct Burial Service at Evergreen Cemetery:
 - 1. Infant \$ 300.00 (includes casket/vault combination)
 - 2. Adult \$ 950.00 (includes wooden casket & concrete graveliner)
 - 3. Oversized \$ 1450.00 (includes wooden casket & concrete graveliner)
- B. Cremation Service:
 - 1. Infant \$ 135.00 (includes cremation container & plastic urn)
 - 2. Adult \$ 550.00 (includes cremation container & plastic urn)
- C. Veteran Burial: Preparation and Transportation to Bushnell National Cemetery \$ 650.00
(includes wooden casket)
- D. Anatomical Board: Preparation and Transportation to the Anatomical Board at the
University of Florida \$ 550.00

EXHIBIT 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 3-A: Certificate of Insurance

Forest Meadows Funeral Home & Cemeteries, Inc.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Forest Meadows Funeral Home & Cemeteries, Inc., Inc.
(insert name of company)

Florida corporation (the "Corporation"), at a duly and properly
(insert state of incorporation)

held meeting on the Dec day of 31, 2017, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

TITLE

Patsy A. Thomas

President/Secretary

Jon C. Thomas II

Vice President

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 6th day of November, 2018, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: Patsy A. Thomas

Patsy A. Thomas
(Print Secretary's Name)



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Board Room
12 SE 1st Street, 2nd Floor
Gainesville, Florida

December 11, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #24.

Agenda Item Name:

Forest Meadows Funeral Home and Gardens Agreement

Presenter:

Candie Nixon, 213-4896

Item Description:

Forest Meadows Funeral Home and Gardens Agreement

This is a Professional Services Agreement to conduct indigent burial and cremations services for those who expire in Alachua County per F.S. 406.50.

Recommended Action:

Approve and Authorize the Chair to sign the Forest Meadows Funeral Home and Gardens Professional Services Agreement.

Prior Board Motions

N/A

Fiscal Consideration:

Forest Meadows Funeral Home and Gardens Agreement

001.29.2960.564.49.00 \$91,270.00.

Background:

Pursuant to Florida State Statute 406.50, the Alachua County Board of County Commission is mandated to provide burial or cremation services to decedents who have expired in Alachua County and who are unclaimed or who must be buried or cremated at public expense. The County has adopted a "Cremation Preference Policy" that will result in reducing expenditures for decedents who expire in Alachua County and must be buried at public expense. The County's policy is to cremate all decedents excluding unidentified persons and unclaimed bodies. The exception to this policy is family objection. If a family objects to cremation and is willing to contribute to the funeral costs by paying the difference between the burial and cremation, the County would accommodate these families by paying the cremation subsidy only. The Indigent Burial/Cremation Program falls under the purview of the Department of Community Support Services and is administered by the Division of Social Services. The County authorizes the use of General Revenue Funds to support the Indigent Burial/Cremation Program. In FY16, the County has allocated \$40,580.00 for burial; \$50,690.00 for cremations; and \$3,000.00 for plots at Evergreen Cemetery. The County's fee structure for Indigent

Burial/Cremation Program includes Direct Burial Service at Evergreen Cemetery. The County has an agreement with The City of Gainesville/Evergreen Cemetery for interment. Infant \$300 (includes casket/vault combination), Adult \$950 (includes wooden casket & concrete grave liner), Oversized \$1450 (includes wooden casket & concrete grave liner) Cremation Service - Infant \$135 (includes cremation container & plastic urn), Adult \$550 (includes cremation container & plastic urn) Veteran Burial - Preparation and Transportation to Bushnell National Cemetery \$650 (includes wooden casket). Anatomical Board - : Preparation and Transportation to the Anatomical Board at the University of Florida\$ 550.00.