

## FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Disposition of Unclaimed Bodies Agreement entered into on October 6, 2020, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Gratitude and Compassion, LLC**, dba Roberts of Ocala Funerals and Cremations, whose address is 7340 N. US Hwy 27, Ocala, FL 34482; possessing FEIN **85-1577220**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

### WITNESSETH

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 20P-151, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for one (1) year, effective on November 1, 2022 and ending October 31, 2023 (the "Term").
3. This Amendment modifies Section 1.2 of the Scope of Work solely to delete the words "but will not pay for the cremation or any other fees associated with disposition of the body of a person with sufficient assets."
4. This Amendment deletes Section 1.11 of the Scope of Work in its entirety, and replaces it with the following:  
Firm shall invoice County each month for the previous month's unclaimed cremation expenses, provided the cremation has occurred for the decedent.
5. This Amendment revises Section 1.12 of the Scope of Work to read:  
**Asset Search/Payment.**
  1. FIRM acknowledges that an important aspect of its services hereunder (its "Disposition Services") is to perform same without cost to COUNTY, if at all possible. To facilitate this, FIRM agrees to be responsible to undertake an asset search to attempt to locate a method of payment for FIRM's Disposition Services ("Asset Search"). An Asset Search is an everyday part of FIRM's business and it shall apply that knowledge and processes along with its best ability to locate and obtain payment for FIRM's Disposition Services without charge to COUNTY,
  2. Should FIRM locate assets and inform COUNTY of same, FIRM shall take appropriate action to obtain payment for its Disposition Services from said assets, unless COUNTY notifies FIRM that it will utilize the Asset Search results to pursue reimbursement for its expense, as COUNTY deems fit. Examples of such action include filing a lien or creditor claim, as is legally appropriate.
  3. If, after undertaking the Asset Search, FIRM is unable to locate assets from which to receive payment for its Disposition Services, FIRM shall proceed to:
    - a. Provide to COUNTY a full report of the Asset Search;
    - b. Provide to COUNTY an invoice for the Disposition Services at the contracted rate; and
    - c. Should no written objection be received by COUNTY, properly expect payment from COUNTY.
6. This Amendment add the following provision to the Agreement:  
**Military Honors Funeral Ceremony for Unclaimed Veterans**
  1. The designated Marion County Veterans Council Point of Contact (POC) may make a request for the unclaimed cremated remains of Marion County Veterans, for the purpose of honoring the deceased Veteran with a special Military Honors Funeral Ceremony.
  2. Requests must be made to COUNTY with a minimum 24-hour notice.
  3. The requested cremains shall be transported from Roberts of Ocala to a predetermined venue, by COUNTY Staff. Staff will remain with the cremains and return them to Roberts of Ocala, upon completion of the ceremony.
  4. If requested by COUNTY, FIRM will provide an urn for the cremains at a fee of \$60 each.
7. **INSURANCE.** Section '13' of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."

8. **SCRUTINIZED COMPANIES.** of the Agreement regarding Section '25' Scrutinized Companies is deleted in its entirety and replaced with the following:

A. **Certification.**

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022), or
  - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022), or
  - b. Engaged in a boycott of Israel.

B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to have met any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022), or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to have met any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to have met any of the following conditions:
  - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
  - c. Been engaged in business operations in Cuba or Syria.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

9. **SOVEREIGN IMMUNITY.** Adds Section '28' to the Agreement with the following:

**Section 28 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

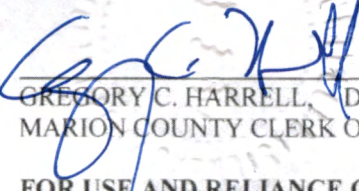
10. ON-GOING COMPLIANCE. Adds Section '29' to the Agreement with the following:

**Section 29 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

11. **NOTICES.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: [josh@robertsfunerals.com](mailto:josh@robertsfunerals.com) and [kylej@robertsfunerals.com](mailto:kylej@robertsfunerals.com). Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.


ATTEST:

  
\_\_\_\_\_  
GREGORY C. HARRELL, DATE 11/01/2022  
MARION COUNTY CLERK OF COURT


FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
For MATTHEW G. MYSTER, DATE 10/28/2022  
MARION COUNTY ATTORNEY

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Lydia Fathers  
\_\_\_\_\_  
PRINTED NAME

WITNESS:

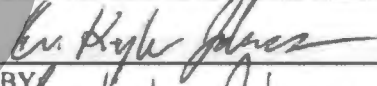
  
\_\_\_\_\_  
SIGNATURE  
Sarah Kellie  
\_\_\_\_\_  
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-  
DIVISION OF THE STATE OF FLORIDA

  
\_\_\_\_\_  
CARL ZALAR III, DATE 11/01/2022  
CHAIRMAN

BCC APPROVED: November 1, 2022  
20P-151-CA-01 Disposition of Unclaimed Bodies

GRATITUDE AND COMPASSION, LLC

  
\_\_\_\_\_  
BY W. Hyle Johnson, DATE 10/21/22  
\_\_\_\_\_  
PRINTED: W. Hyle Johnson  
\_\_\_\_\_  
ITS: (TITLE) Manager