



**Marion County  
Board of County Commissioners**

**MODIFICATION OF AGREEMENT  
WITH MARION COUNTY ("COUNTY")**

AGREEMENT NUMBER/TITLE: 20P-151 Disposition of Unclaimed Bodies

MODIFICATION NUMBER: 2 MODIFICATION EFFECTIVE DATE: November 1, 2023

**DESCRIPTION OF MODIFICATION:**

1. This modification to the Agreement renews the contract for one (1) year, effective on November 1, 2023 and ending October 31, 2024.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners  
Procurement Services  
2631 SE Third St.  
Ocala, FL 34471

PCA/BUYER: JODI SHOEMAKER

E-MAIL: jodi.shoemaker@marionfl.org

PHONE: 352-671-8444

FIRM NAME: Gratitude and Compassion, LLC d/b/a Roberts of Ocala Funerals and Cremations  
ADDRESS: 7340 N. US Hwy 27, Ocala, FL 34482  
ATTN: Kyle Johnson - kylej@robertsfunerals.com

**INSTRUCTIONS:** Please sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

Craig Curry 10/17/23  
CRAIG CURRY DATE  
CHAIRMAN

ATTEST: Gregory C. Mabrell 10/17/23  
GREGORY C. MABRELL DATE  
MARION COUNTY CLERK OF THE COURT

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

Matthew G. Minter  
MATTHEW G. MINTER  
MARION COUNTY ATTORNEY

COMPANY NAME:

Gratitude and Compassion, LLC d/b/a  
Roberts of Ocala Funerals and Cremations

Kyle Johnson 10/20/23  
BY: DATE

Kyle Johnson  
PRINTED NAME

Manager  
ITS:

## AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Gratitude and Compassion, LLC**, dba Roberts of Ocala Funerals and Cremations, fka Gracefully Southern, LLC, located at 7340 N US Highway 27, Ocala, FL 34482, possessing FEIN# 85-1577220 (hereinafter referred to as "FIRM") under seal for the Disposition of Unclaimed Bodies, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

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

**Section 1 – The Contract.** The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement, approved by the Board of County Commissioners, shall be effective on the last signature date set forth below.

**Marion County Bid #20P-151 - Disposition of Unclaimed Bodies, the Offer, Project RFP Scope and or Specifications, any/all Addenda as issued in support of this RFP and Certificate of Insurance.**

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term.** This Agreement shall commence upon the date of the final signature and will continue through October 31, 2022 ("Term") with three (3) available one-year (1) renewal options upon mutual agreement. All Work will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 20P-151, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment of seven hundred twenty-dollars and zero cents (\$720.00) per body, (the "Agreement Price"), to FIRM under COUNTY's established procedure. The Agreement Price is for processing services; to include pick-up, storage, cremation, disposition of cremains and all related services, including legal work and paper processing in accordance with the Scope of Work, Exhibit A hereto. There shall be no provisions for pricing adjustments.

**Section 7 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT  
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 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 the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 12 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of FIRM or its employees, officers, or agents in performing the Work set forth herein.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation policy. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of

the Project. "Marion County, a political subdivision of the State of Florida" must be shown as Additional Insured.

**Section 14 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subarticle and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either

- for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
  - c) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
  - d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
  - e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
  - f) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
  - g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subarticle.
  - h) Any such termination under this subarticle is not a breach of this Contract and may not be considered as such.
  - i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
  - j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 20 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 21 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 22 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 23 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

**Section 25 – Scrutinized Companies.** Scrutinized Companies Lists: If the Agreement exceeds \$1,000,000.00 in total, not including renewal years, the FIRM certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the FIRM agrees COUNTY may immediately terminate the Agreement for cause if the FIRM is found to have submitted a false certification, or if the FIRM is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

**Section 26 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work.**

**Section 27 – 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. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Gratitude and Compassion, LLC  
7340 N US Highway 27, Ocala, FL 34482  
CONTACT PERSON: John C. Weber | Phone: 352-537-8111

COUNTY: Marion County Community Services  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

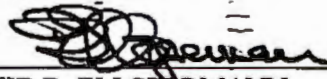
A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

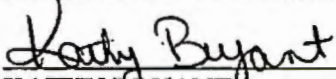
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: josh@robertsfunerals.com and kylej@robertsfunerals.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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

ATTEST:

  
\_\_\_\_\_  
DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT 10/06/2020

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

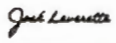
  
\_\_\_\_\_  
KATHY BRYANT DATE  
CHAIRMAN 10/06/2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

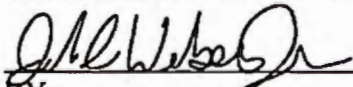
BCC APPROVED:  
October 6, 2020  
20P-151 | Disposition of Unclaimed Bodies

  
\_\_\_\_\_  
MATTHEW G. MINTER DATE  
MARION COUNTY ATTORNEY 10-15-2020


WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Josh Leverette  
\_\_\_\_\_  
PRINTED NAME

GRATITUDE AND COMPASSION, LLC

  
\_\_\_\_\_  
BY: DATE  
John C Weber Jr  
\_\_\_\_\_  
PRINTED:  
Chairman / Partner  
\_\_\_\_\_  
ITS: (TITLE)

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Kyle Johnson  
\_\_\_\_\_  
PRINTED NAME

Kyle Johnson

# RFP 20P-151

## Disposition of Unclaimed Bodies

### EXHIBIT A - SCOPE OF WORK

- 1.1 Pick-up and store all unclaimed bodies that are being referred to the County for payment of cremation/burial costs. Firm may not refuse any pick-up requests. Requests made by another firm/funeral home to pick-up a body will only be honored if a written authorization is obtained from Marion County Community Services. No payments or reimbursements will be made to the releasing firm/funeral home.
- 1.2 Research all potential next of kin, family members/friends or other legal sources to claim body including, but not limited to the following actions:
  - Make a reasonable attempt to work out arrangements for family members/friends or other legal sources to take responsibility for body.
  - If the unclaimed body was a person with sufficient assets, (a Marion County property owner, Probate has been filed, monies left in nursing home/rehab center accounts etc.) take appropriate legal actions to utilize assets for disposition of body by filing a lien on their property and/or filing Caveat for Probate. Marion County Community Services may assist with an Authorization/Consent to Cremate but will not pay for the cremation or any other fees associated with disposition of the body of a person with sufficient assets.
  - If other sources are available (i.e.: Body Donation Programs, Homeless Veteran assistance programs, Victim Compensation Bureau, Horse Industry Worker program, Accident Insurance, etc.), make arrangements for disposition through the outside source for payment.
- 1.3 Follow appropriate Florida Statute requirements for notification of Anatomical Board.
- 1.4 If no other sources claim the body, file appropriate paperwork with Marion County Community Services to process through the Unclaimed Bodies Program.
- 1.5 If Marion County Community Services approves the body for disposition:
  - An Authorization for Cremation signed by Marion County Community Services Manager will be provided to firm. This must then be completed with notarized signature of firm's funeral director.
  - Make arrangements for cremation of body to include obtaining the permit from the Medical Examiner's Office and complete process for cremation.
  - If the body is of a qualified veteran, firm must provide transport and appropriate arrangements to place cremains in the Florida National Cemetery in Bushnell.
  - Non-veteran cremains must be stored at the firm's facility for at least 120 days before final disposition by firm at an approved legal site provided by your firm (at sea/in the Gulf, scattering garden etc.).
  - Marion County **will not** provide a disposition site.
  - Disposition of stored cremains must take place at least once a year and notification of when, where, and which cremations were disposed of must be provided to Marion County Community Services within 7 business days of disposal.
  - If a request is received to claim the cremains within the 120 days of storage time, refer the requestor(s) to Marion County Community Services to reimburse all disposition costs. The cremains may only be released to claimant, if written approval is received from Marion County Community Services.
  - The written approval to claim stored cremains will only be granted if the requestor is someone who was not previously contacted, or did not previously refuse to claim the body, or make final financial arrangements for disposition.

- 1.6 Firm must be able to respond within eight (8) hours to a request to pick-up an unclaimed body.
- 1.7 Firm will have the resources and capacity to appropriately store a minimum of fifteen (15) bodies for up to 30 days after submitting the Unclaimed Body request to Marion County Community Services.
- 1.8 Firm will have the resources and capability to provide for the cremation of the unclaimed bodies, store the cremains and provide appropriate legal disposition of the cremains. Firm should have the capacity to store a minimum of up to fifty (50) cremains at a time within a six (6) month period.
- 1.9 The firm must provide the following documents for payment:
  - a. Itemized Invoice
  - b. Completed & Notarized Authorization for Cremation
  - c. Copy of Cremation Certificate
  - d. Copy of Burial/Transit Permit
  - e. Copy of Death Certificate
  - f. Copy of Veteran's Administration Correspondence (if applicable)
  - g. Itemized List of all Researched Sources, see attached **Unclaimed Body Case Checklist**
- 1.10 Marion County Community Services will provide payment for each authorized individual cremation within 30 days of receipt of all payment documents listed above.
- 1.11 Firm must accept credit card payments (online payment method is preferred), and process each cremation payment individually.
- 1.12 Firm will be responsible to take any appropriate legal actions needed to recover assets (if any exist) to apply to costs they are incurring for disposition of a body. This includes filing liens on property owned by decedent in Marion County and/or filing a creditor claim against decedent's estate if probate has been filed on decedent's estate. This is to be done without seeking assistance or payment from the County. In the event the Firm has not recovered funds from the estate (probate) within one year of filing, firm may seek payment from the County at the contracted rate. It is understood that the Firm has no way of knowing if there are funds available in the estate to cover the cost of the cremation at the contracted rate. In the event the unclaimed body is that of a decedent owning property in Marion County, County will not pay for these cremations and the firm will need to file a lien against the property to recover the cost of cremation.
- 1.13 The cost to the County for processing services is on a per body basis.
- 1.14 Firm will provide the following information to Marion County Community Services on a quarterly basis:
  - a. Number of Total Unclaimed Cases (approved and denied by County)
  - b. Number of Approved Cremations
  - c. Number of Disposition of Cremains (notating method of disposition, i.e scatter in Gulf, etc.)
  - d. Number of Veterans Placed in National Cemetery
  - e. Number of Claimed Bodies (paid for by next of kin or other)
  - f. Number of Body Donations (no charge to County)
  - g. Number of COVID-19 Cases (verifiable)
  - h. Number of Crime Victims (paid via Victim Compensation Bureau, no charge to County)
  - i. Number of Property Liens Placed (no charge to County)
  - j. Number of Claims Against Probate (no charge to County)
  - k. Number of Accident Victims (paid via insurance or via identified next of kin)

- 1.15 Firm will participate in Community Outreach to provide information about the Unclaimed Body Program annually to the following:
  - a. Hospice of Marion County
  - b. Sheriff's Department
  - c. Local Hospitals
  - d. Medical Examiner's Office
  
- 1.16 Services under this contract are conducted under Marion County Community Services Policies & Procedures for the Disposition of Unclaimed Bodies, under the Unclaimed Decedent Program, in accordance to applicable Florida Statutes.

## Unclaimed Body Case Checklist

1. \_\_\_ Contact Known NOK & negotiate arrangements if possible or get Consent for Cremation signed.
2. \_\_\_ Notify Comm. Services of Name & Date of Death
3. \_\_\_ Send notice to NOK giving response due date & request Consent for Cremation be signed & returned
4. \_\_\_ Was he/she member of Fraternal organizations?  Yes or  No *\*If yes, suggest NOK ask org. for assistance*
5. \_\_\_ Is he/she a veteran?  Yes or  No *\*Eligible vet cremains go to Nat. Cemetery*
6. \_\_\_ Any Veteran organizations willing to assist?  Yes or  No
7. \_\_\_ Qualified for Body Donation?  Yes or  No (if yes, thru which organization?) \_\_\_\_\_
8. \_\_\_ Is he/she verifiably Covid-19 Positive?  Yes or  No *\*If yes, notify Comm. Services. a.s.a.p.*
9. \_\_\_ Victim of a crime?  Yes or  No *\*If yes, contact Victim Compensation Bureau 1-800-226-6667 for funding*
10. \_\_\_ Victim of an Auto Accident?  Yes or  No *\*If yes, contact FHP for accident report. This will give you the Insurance co. name and/or NOK. Insurance Co. responsible for paying for cremation/burial*
11. \_\_\_ Owns property in Marion County?  Yes or  No *\*If yes, file lien. Not eligible for Unclaimed Program*  
Check property appraiser website <http://www.pa.marion.fl.us/SearchAgree.aspx>
12. \_\_\_ Any public records?  Yes or  No Check Clerk of Court Case Search & Official Records  
<https://www.marioncountyclerk.org/index.cfm?Pg=OfficialRecordsSearch>
13. \_\_\_ Eligible for Program?  Yes or  No *\*If yes, send Request & this checklist to Comm. Services & wait to receive Authorization to Cremate.*  
  
\_\_\_ Approved \_\_\_ Denied *\*If approved, continue.*
14. \_\_\_ Send Invoice & supporting docs to Comm. Services:
  - \_\_\_ Copy of Death Certificate
  - \_\_\_ Copy of signed & notarized Authorization for Unclaimed Cremation
  - \_\_\_ Copy of Burial Transit Permit
  - \_\_\_ Copy of signed Consent for Cremation (\*if one was provided)
  - \_\_\_ Copy of Death Record Family Review Sheet

## 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.

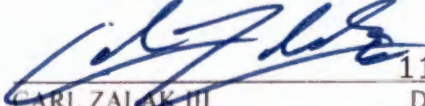
11. NOTICES. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. 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 and 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:

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

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

  
\_\_\_\_\_  
11/01/2022  
CARL ZAJAK III DATE  
CHAIRMAN

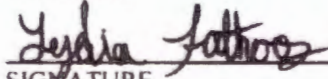
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

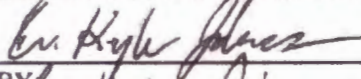
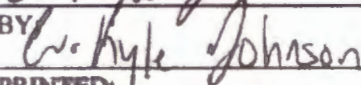
BCC APPROVED: November 1, 2022  
20P-151-CA-01 Disposition of Unclaimed Bodies

  
\_\_\_\_\_  
10/28/2022  
FOR MATTHEW G. FOSTER, DATE  
MARION COUNTY ATTORNEY

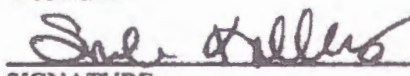
WITNESS:

GRATITUDE AND COMPASSION, LLC

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

  
\_\_\_\_\_  
10/2/22  
BY: KYLE JOHNSON DATE  
  
\_\_\_\_\_  
PRINTED:  
Manager  
\_\_\_\_\_  
ITS: (TITLE)

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Sarah Kelley  
\_\_\_\_\_  
PRINTED NAME