

OTH-25
Indigent Cremation Services
Gallaher American Family Funeral Home LLC - Amendment No. 1

FIRST AMENDMENT OF AGREEMENT FOR INDIGENT CREMATION SERVICES

THIS FIRST AMENDMENT OF THE AGREEMENT FOR INDIGENT CREMATION SERVICES, is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Gallaher American Family Funeral Home LLC, ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for indigent cremation services with Vendor on the 10th day of February, 2025 ("Agreement");

WHEREAS, the Agreement requires the Vendor to perform a due diligence search for next-of-kin and provide proof of the search to the County; and,

WHEREAS, the Agreement also requires the Vendor to submit a death notice to the local newspaper at a cost of \$39.00, reimbursed by the County, to assist the County in next-of-kin search; and,

WHEREAS, it would be in the best interest of the Parties to elaborate further on the proof of due diligence to be provided by the Vendor to the County and remove the requirement for advertisement in the newspaper and replace it with a requirement that notice be posted somewhere publicly accessible; and,

WHEREAS, it would also be in the best interest of the Parties to reallocate the \$39.00 fee for advertising the death notice in the newspaper into the fees being paid by the County to the Vendor; and,

WHEREAS, pursuant to Section XIII. MISCELLANEOUS of the Agreement, the Parties desire to modify the Exhibit A – SCOPE OF SERVICES of the Agreement to provide further details on the due diligence proof being provided from the Vendor to the County and modify Exhibit B – FEE SCHEDULE of the Agreement to reallocate the \$39.00 Death Notice fee into the Payment Rate for Services provided under the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective immediately upon full execution of this Amendment, the Exhibit A – SCOPE OF SERVICES of the Agreement shall be superseded by the following:

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EXHIBIT A

SCOPE OF SERVICES

1. GENERAL SCOPE OF PROJECT:

- 1.1. Lee County Human and Veteran Services is seeking licensed and insured funeral establishments to participate in the indigent cremation program. The purpose of the indigent cremation program is to provide final disposition in accordance with the law for deceased persons who have no family, or whose family cannot afford private funeral arrangements. Funeral establishments with current licenses, insurance, local business tax receipt and vendor application will be added to the County's monthly rotation list.

2. BACKGROUND:

- 2.1. Chapter 406, Florida Statutes, requires that each county, through their Board of County Commissioners, assume financial responsibility for the disposition of unclaimed or indigent bodies that die within the confines of their county. The County has delegated administration of this function to the Lee County Human and Veteran Services department (HVS), and in February 2004, the County formalized the policy of the program via Lee County Administrative Code 15-7 - Indigent Cremation/Burial Policy. The definitions, requirements, and limitations contained within the Lee County Administrative Code 15-7 - Indigent Cremation/Burial Policy shall apply and are incorporated into these Detailed Specifications.

3. SCOPE PROVISIONS, VENDOR REQUIREMENTS:

- 3.1. All services provided under this Agreement shall comply with all rules, laws, and practices of the State Board of Funeral Directors and Embalmers of Florida; all applicable State laws inclusive of Florida Statute; and any applicable Lee County Ordinances and Administrative Codes.
 - 3.1.1. Vendor shall be responsible for full understanding and proper compliance with the following statutes that are of utmost importance to this Agreement. The following are not intended to be an all-inclusive list, but rather note those of extreme importance to the services being provided by the Vendor under this Agreement.
 - 3.1.1.1. Florida Statute 406 (Entire Chapter)
 - 3.1.1.2. Florida Statute 497 (Entire Chapter)
 - 3.1.1.3. 38 C.F.R. s. 38.620
 - 3.1.1.4. Lee County Administrative Code 15-7
- 3.2. The Vendor must have sufficient storage to accommodate all bodies brought to its location for services. Bodies which the Medical Examiner has declined jurisdiction on will go straight to the Vendor's funeral home and the Vendor shall be responsible for adequate storage.
- 3.3. The Vendor shall be available to provide services under this Agreement within reasonable amount of time from notification by County authorized representative via email, telephonic, mobile, facsimile, or any other means of communication.
- 3.4. Should the vendor receive remains outside of their schedule rotation; the Vendor who is on rotation shall be provided first right of refusal.

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3.5. The Vendor shall complete a due diligence search and request payment from any identified next of kin, or other person legally authorized to make decisions regarding the remains. Evidence of this search must be provided to Lee County Human and Veteran Services along with the decedent's full name, date of birth, date of death, and a copy of the Death Certificate or Death Registration System Record. Evidence of due diligence may include, but is not limited to, the following documentation:

- A private investigator's report detailing reasonable efforts made to locate and contact next of kin, including dates, methods, and outcomes;
- A letter on Funeral Home letterhead summarizing the use of internal and external resources to identify next of kin, including documented attempts to contact any individuals located;
- Records of searches conducted through available databases, public records, or institutional resources;
- Copies of correspondence, call logs, certified mail receipts, emails, or other communication attempts made to potential next of kin;
- Documentation of inquiries made with hospitals, care facilities, law enforcement, social service agencies, or other relevant entities, as applicable.

The County reserves the right to determine whether due-diligence efforts are sufficient prior to authorizing indigent cremation services.

If the case is referred by the Medical Examiner's Office, the due diligence requirement of the Vendor will be considered satisfied. This determination is based on established protocol, as Law Enforcement conducts extensive due diligence to identify and locate next of kin in all Medical Examiner cases. Only after all efforts by Law Enforcement have been exhausted are decedents referred to Human and Veteran Services for consideration under the Indigent Cremation Program. However, the Vendor may, at their discretion, conduct an additional due diligence search.

3.6. The Vendor shall be responsible for filing, with the appropriate agencies, according to legal timeframes and requirements, all of the required documentation pertaining to the service performed under this Agreement including, but not limited to:

- 3.6.1.1. Burial Transit Permit
- 3.6.1.2. Death Certificate (Uncertified)
- 3.6.1.3. Social Security Form/Proof of Death
- 3.6.1.4. Medical Examiner Authorization to Cremate

(NOTE: The Medical Examiner will waive the cremation fee for all County cremations).

3.6.2. If more than one appearance is required for the completion of the filing of such documents, the County will reimburse the Vendor for costs associated with amended filings.

3.7. The Vendor shall ensure that a public notice of death is posted to assist the County in next-of-kin searches. The notice may be advertised in a platform of the Vendor's choice, such as their website, provided that it is publicly accessible. The Vendor must provide evidence of the posting to the County along with their due diligence search.

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4. TRANSPORTATION - LOCAL:

- 4.1. The Vendor shall provide all needed transportation within Lee County at no extra charge (i.e., transport from the hospital or Medical Examiner's office to Vendor location and/or crematorium).

5. TRANSPORTATION – OUT OF LEE COUNTY:

- 5.1. The County, on occasion, may require transportation of the deceased to cemeteries or other facilities within the state of Florida, e.g., Florida National Cemetery in Bushnell, the State Anatomical Board in Miami, FL, or the Sarasota National Cemetery. The Vendor shall provide a charge per mile to destinations outside of Lee County in the space provided on the Bid/Proposal Form. Vendor will be paid the per mile charge from Vendor facility to destination and from destination back to Vendor facility (round trip).

6. EMBALMING FOR MEDICAL SCHOOLS / FACILITIES:

- 6.1. The County may, on occasion, require that the deceased be prepared for acceptance by a State Medical School or medical facility, e.g., the State Anatomical Board in Miami. The preparation for a medical school or facility shall include embalming.

7. VALUABLES / PERSONAL POSSESSIONS:

- 7.1. The Vendor shall handle all valuables of the deceased in their possession in following manner:
- 7.1.1. Personal effects shall be made available to the family of the deceased. The County will not accept personal effects.

8. CREMATION SERVICES:

- 8.1. Any cremation requested shall be direct cremation (no viewing, no service).
- 8.2. The Vendor shall provide a temporary all-purpose urn, which shall be suitable for shipping.
- 8.3. For cremations authorized by the County, where no other legally authorized person can be found, the Vendor shall arrange for proper disposal of the remains per Florida Statute 497.607(3)(a).

9. SPECIAL SERVICES:

- 9.1. It may be necessary, on rare occasions, for the Vendor to provide special services. These could include, but are not limited to, such things as oversized cremation or burials that could incur cost above the prices for normal services. The County will reimburse the Vendor, as approved on a case-by-case basis by the County, for additional cost incurred. The Vendor agrees, if necessary, to purchase services required to complete these special services from other Vendors (with the exception of the local cemetery) and, in turn, be reimbursed by the County.

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10. INVOICES / PAYMENTS:

- 10.1. A cremation shall not be performed until a legally authorized person gives written authorization for such cremation pursuant to F.S. 497.005 sub-section (43).
- 10.2. All appropriate documentation must be attached to the invoice. For example, scattering at sea charge must include U.S. Environmental Protection Agency Burial at Sea form, chain of custody from contracted Vendor to anatomical board, shipping receipt for cremated remains.
- 10.3. Burial at sea reporting form shall be required by the EPA within thirty (30) days of burial at sea or scattering of remains. Form can be located at <https://www.epa.gov/ocean-dumping/burial-sea-reporting-form> at the time of posting.
- 10.4. Vendor shall provide with invoicing copies of all completed and filed documentation for services rendered under this Agreement. Vendor shall additionally include receipts for any reimbursement request items such as amended death certificate services.
- 10.5. All invoices and associated invoicing documentation shall be submitted following fulfillment of services to:

Lee County Human and Veteran Services
Attn: Family Impact Manager
2440 Thompson St.
Fort Myers, FL 33901

11. RESPONSIBILITIES OF THE COUNTY:

- 11.1. The County will provide telephonic, facsimile or email notification to the Vendor when services are needed.
- 11.2. If the deceased has no known relatives, the County will conduct a reasonable search for same prior to authorizing cremation or burial.
- 11.3. The County will provide determination of deceased person's Veteran status according to Florida Statutes and coordinate such service requests with Vendor for proper Veteran burial or cremation services.
- 11.4. Vendor shall be aware that no services detailed in this specification shall be performed without first receiving authorization from the County.

END OF SCOPE OF SERVICES

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2. The Exhibit B - FEE SCHEDULE of the Agreement shall be superseded by the following:

Service	Payment Rate
Transportation to pick up body from funeral homes, the medical examiner's office, hospitals, nursing homes, assisted living facilities, Hospice, or private homes;	\$389.00
Transportation of human remains to crematory;	
Use of crematory facility and equipment;	
Provision of cremated remains to family in a simple container in accordance with applicable Florida statutory and regulatory requirements, or, for cremated remains that remain unclaimed, the contractor shall dispose of the remains pursuant to the requirements of § 497.607(2), Florida Statutes (2015), as amended or transferred, including any rules or regulations relevant thereto.	

[Remainder of the page left intentionally blank.]

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IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 2/16/2026 | 8:38 AM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:
BY: Julie Boudreaux
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Julie Boudreaux
Director, Human & Veteran Services, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

DocuSigned by:
BY: Amanda L. Swindle
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County Attorney's Office

DATED this 22 day of January, 2026 by Gallaher American Family Funeral Home LLC

ATTEST:

Ashley Shallmo
(Witness)

BY: James Riczo
Authorized Signature

James Riczo
Authorized Signature Printed Name

President/CEO
Authorized Signature Title

CORPORATE SEAL: