

OTH - 25
Indigent Cremation Services
Legacy Options Bonita Springs LLC

E1 Contract # _____

AGREEMENT FOR INDIGENT CREMATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LEGACY OPTIONS FORT MYERS LLC, a Florida company, whose address is 16850 ORIOLE ROAD SUITE 1 FORT MYERS, FLORIDA 33912, and whose federal tax identification number is 85-2847066, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase CREMATION SERVICES from the Vendor in connection with "INDIGENT CREMATION" (the "Purchase"); and,

WHEREAS, the County sent a correspondence inviting participation in the County's Indigent Cremation rotation list on Wednesday, August 28, 2024; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Agreement.

II. TERM AND DELIVERY

- A. The Vendor shall be responsible for furnishing and delivering the commodity or services on an "as needed basis" for a one-year (1) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

- C. Products and services shall be delivered in accordance with Exhibit A, Scope of Services, attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

[Remainder of this page left intentionally blank.]

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the 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;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

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- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

X. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XI. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

[Remainder of this page left intentionally blank.]

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

[Remainder of this page left intentionally blank.]

XIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Jeffrey Nieves
 Title: Owner

Address: 10862 Alvara Way
Bonita Springs, FL
34135

Telephone: 239-207-0390
 Facsimile: N/A
 Email: JeffN@LegacyOptions.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director

Address: P.O. Box 398
Fort Myers, FL 33902

Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement 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 agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

LEGACY OPTIONS FORT MYERS LLC.

Signed By: 

Signed By: 

Print Name: JOHN MILLER

Print Name: JEFFREY NIEVES

Title: OWNER

Date: 12/12/2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:

Signed By: 

22FDD5F15C7E43A...
Kevin Ruane

Print Name: Kevin Ruane

Title: Chair

Date: 2/10/2025 | 2:55 PM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:

BY: 

DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELiance OF LEE COUNTY ONLY:

DocuSigned by:

BY: 

OFFICE OF THE COUNTY ATTORNEY

DS



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.
- 3.5. The Vendor shall complete a due diligence search and request payment from any identified next of kin, or other person who is legally authorized to make decisions regarding the remains. Evidence of such search must be provided to Lee County Human and Veteran Services along with the decedents full name, date of birth, date of death, social security number, and Copy of Death Certificate or Death Registration System Record.
- 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 is responsible for and shall expedite submission of a death notice to the local newspaper to assist the County in next-of-kin search. The fee for the Death Notice will be reimbursed to the Vendor at the required \$39.00. The Vendor will submit a copy of the Death Notice to the County with their monthly invoice if they are requesting reimbursement.

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).

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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.

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: Melanie Arias
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

EXHIBIT B
FEE SCHEDULE

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;	\$350.00
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.	
Submission of Death Notices to the News Press	\$39.00

END OF FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS



Page 1 of 2

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate
 \$1,000,000 products and completed operations
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
 \$500,000 bodily injury per person
 \$1,000,000 bodily injury per accident
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best’s Financial Strength Rating of B+ Class VII or better.

END OF INSURANCE REQUIREMENTS

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 12/12/24

Signature
Owner Jeffrey Nicules

Name/Title

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of DECEMBER 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: DRIVERS LICENSE
Type of Identification

[Stamp/Seal Required]

Signature, Notary Public



Inaugurate Cremation Services

EXHIBIT E
AFFIDAVIT OF COMPLIANCE WITH
SECTION 287.138 AND 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared (Name of Affiant) JEFFREY NIEVES, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) OWNER of (Business Name) LEGACY OPTIONS FORT MYERS LLC which does business in the State of Florida, hereinafter called the "Vendor."
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

LEGACY OPTIONS FORT MYERS LLC.

Signed By: *Jeffrey Nieves*
Print Name: JEFFREY NIEVES
Title: Owner
Date: 12/12/2024

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization,
this 12 day of December 2024, by JEFFREY NIEVES who has produced
(Print or Type Name)

DRIVERS LICENSE as identification.
(Type of Identification)

Emily Ennis
Notary Public Signature

EMILY ENNIS
Printed Name of Notary Public

AUGUST 24, 2025
Notary Commission Number/Expiration

