

**AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
LAKE COUNTY FUNERAL DIRECTORS ASSOCIATION, INC.
FOR
CREMATION, BURIAL, AND TRANSPORTATION
OF INDIGENT OR UNCLAIMED DECEASED PERSONS**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and Lake County Funeral Directors Association, Inc., a Florida nonprofit corporation, its successors and assigns, hereinafter referred to as ASSOCIATION.

Recitals

WHEREAS, Part II, Chapter 406, Florida Statutes, provides for procedures concerning the disposition of dead bodies that are unclaimed or that are required to be buried or cremated at public expense; and

WHEREAS, the ASSOCIATION is an organization of funeral directors in Lake County, Florida; and

WHEREAS, ASSOCIATION desires to provide services for the cremation, burial, preparation, and transportation of the bodies of indigent or unclaimed persons who fall within the responsibility of COUNTY.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payments hereinafter set forth, the parties hereby agree as follows:

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

Section 2. **Compliance with Florida Statutes, Code of Federal Regulations.** Pursuant to Section 406.50(1) and Section 406.51, Florida Statutes, the parties shall work together and make a reasonable effort to determine:

A. the identity of the deceased person and shall further make a reasonable effort to contact any relatives of such deceased person; and

B. whether or not the deceased person is entitled to burial in a national cemetery as a veteran of the armed forces and, if so, shall make arrangements for such burial services in accordance with the provisions of 38 C.F.R. (Code of Federal Regulations). For purposes of this subsection, a “reasonable effort” includes contacting the county veterans service office or regional office of the United States Department of Veterans Affairs.

Section 3. ASSOCIATION’S Duties and Responsibilities.

A. Burials. ASSOCIATION agrees to arrange for and direct the decent burial of unclaimed or indigent deceased persons as designated by COUNTY. Burials shall be in a manner consistent with prevailing standards of the profession and general custom, and shall meet or exceed all standards, rules and regulations, legal or professional, that may be applicable, including the specific standards as set forth by this Agreement.

B. Casket Requirements. In the event the decedent is unclaimed or a child or infant, or in the event of religious opposition to cremation cited by the next of kin, the ASSOCIATION shall arrange for the burial of the decedent in a casket. Caskets shall be constructed of wood or triple walled corrugated fiber board that is covered with cloth. The casket interior shall be lined with twill cloth or a similar material. An individual funeral director may, at his or her discretion, use a higher grade casket but COUNTY shall not be responsible for any costs over and above what this Agreement provides.

C. Grave Liners/Vaults. Unless required by the laws of Florida or by specific cemeteries, grave liners or vaults shall not be required. If required, the ASSOCIATION may cover this cost through the service fee billed to the COUNTY, but COUNTY shall not be responsible for any costs over and above what this Agreement provides.

D. Cremation. Except for those circumstances requiring burial in a casket, as described herein, the ASSOCIATION shall arrange for cremation of the bodies of all unclaimed or indigent persons pursuant to Chapter 406, Part II, Florida Statutes. All cremations, whether for adults or children, shall be conducted in the same manner. There shall be no viewing or services for cremations unless the individual funeral director wishes. In no event shall COUNTY be responsible for any costs over and above what this Agreement provides.

E. Notification of and Transportation to the Anatomical Board.

- (1). The ASSOCIATION shall be responsible for determining whether the Anatomical Board of the State of Florida, located at the University of Florida College of Medicine, Health Science Center, 1600 S.W. Archer Road, Gainesville, Florida 32610, is accepting unclaimed and/or indigent bodies. Pursuant to Section 406.50,

Florida Statutes, the ASSOCIATION is not required to make such inquiry if:

- (a). the death was caused by crushing injury;
- (b). the deceased had a contagious disease;
- (c). an autopsy was required to determine cause of death;
- (d). the body was in a state of severe decomposition; or
- (e). a family member objects to use of the body for medical education and research.

- (2). If the ASSOCIATION determines that the Anatomical Board will accept the body of an unclaimed or indigent person, the ASSOCIATION shall ensure that the funeral home holding the body completes and provides to the COUNTY the original Anatomical Board Notification Verification form and shall ensure that the funeral home transports the body to the Anatomical Board. The ASSOCIATION shall ensure that the funeral home performs, at a minimum, arterial embalming and any other required procedures prior to such a body being transported to the Anatomical Board, unless the body can be quickly transported, in the judgment of the ASSOCIATION. Upon notification from the Anatomical Board to the ASSOCIATION that they are not accepting bodies, the ASSOCIATION shall ensure that one of its member funeral homes provides for burial or cremation in accordance with this Agreement.

F. License and Permits. The ASSOCIATION and any member funeral home providing services at the direction of the ASSOCIATION and pursuant to this Agreement, shall be, during the term of this Agreement, appropriately licensed and permitted for the services to be provided hereunder.

Section 4. COUNTY's Duties and Responsibilities.

A. Burial and Cremation Service Fees. In consideration of the duties and responsibilities set forth in this Agreement, COUNTY agrees to reimburse ASSOCIATION for burial and cremation services in accordance with the following schedule:

Adult interments (age 12 and over)	\$ 1,441.00
Child interments (age 5-11)	\$ 1,202.00
Infant interments (age 4 and below)	\$ 800.00
Cremations (all ages)	\$ 641.00

B. Transportation to the Anatomical Board Fee. COUNTY agrees to reimburse the ASSOCIATION for the preparation of a dead body and round trip transportation services to the

Anatomical Board in Gainesville, Florida. Such reimbursement shall be for any dead human body that is unclaimed or that is required to be buried or cremated at public expense. Reimbursement shall be made in accordance with the following schedule:

Arterial embalming, any other necessary procedures,
and round trip transportation to the Anatomical Board \$ 1,167.00 per body

C. Fee Increase. The fees promulgated by this Agreement shall be adjusted by the COUNTY annually in accordance with the Consumer Price Index. Any changes shall become effective each January first.

D. Completion of Forms. The COUNTY shall complete all necessary forms and obtain the necessary signatures on forms and paperwork as specified by the Anatomical Board.

Section 5. Billing and Payment. The ASSOCIATION shall bill COUNTY for the burial, cremation, or round trip transportation services to the Anatomical Board for any unclaimed or indigent dead body, and COUNTY shall reimburse the ASSOCIATION, according to the following procedure:

A. Unclaimed Burial and Indigent Cremation Services

- (1). The ASSOCIATION shall ensure that the member funeral home providing the burial or cremation service prepares an invoice for each burial or cremation and mails the invoice and any additional information the member funeral home has on the deceased to COUNTY, Attention: Department of Community Services, Post Office Box 7800, Tavares, Florida 32778-7800.
- (2). The statement will then be reviewed by COUNTY staff and if approved for payment, delivered to the COUNTY Finance Department.
- (3). The COUNTY Finance Department will prepare and forward a check to the funeral home providing the service.

B. Transportation of Bodies to the Anatomical Board

- (1). The ASSOCIATION shall ensure that the member funeral home providing the arterial embalming and round trip transportation service to the Anatomical Board prepares an invoice for each such transport and mails the invoice and any additional information the member funeral home has regarding transport of the deceased to COUNTY, Attention: Department of Community Services, Post Office Box 7800, Tavares, Florida 32778-7800.
- (2). COUNTY staff will review the invoice and upon approval will deliver it to the COUNTY Finance Department.

- (3). The COUNTY Finance Department will prepare and forward a check to the funeral home providing the service.

Section 6. Eligibility. Only funeral homes that are members of the ASSOCIATION are eligible to perform work or to be reimbursed for work under this Agreement.

Section 7. Term of Agreement. This Agreement shall be effective from October 1, 2012 and shall remain in full force and effect through September 30, 2015. Either party may terminate this Agreement upon providing One Hundred Twenty (120) days written notice to the other party of its intention to terminate the Agreement.

Section 8. Notices.

A. All notices, demands, or other writings required to be given, made or sent in this Agreement, or which may be given, made or sent by either party to the other, shall be deemed to have been fully given, made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778-7800

ASSOCIATION

Douglas E. Hasley, President
Lake County Funeral Directors Association, Inc.
P.O. Box 949
Umatilla, Florida 32784

cc:

Health & Human Services Manager
Lake County Community Services Department
P.O. Box 7800
Tavares, Florida 32778-7800

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by verified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notice shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 9. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

Section 10. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 11. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms and conditions.

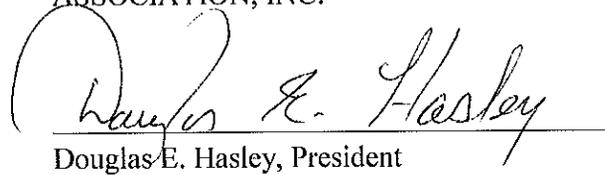
Section 12. Hold Harmless. The ASSOCIATION, for the consideration set forth herein, shall protect, defend, indemnify and hold COUNTY, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising directly or indirectly from the negligent error, omission or act of the ASSOCIATION, its agents, employees or representatives, in the performance of the ASSOCIATION's duties set forth in this Agreement. The ASSOCIATION further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false, or fraudulent.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 9 day of October, 2012, and by ASSOCIATION through its duly authorized representative.

ASSOCIATION

LAKE COUNTY FUNERAL DIRECTORS
ASSOCIATION, INC.



Douglas E. Hasley, President

This 18th day of September, 2012.

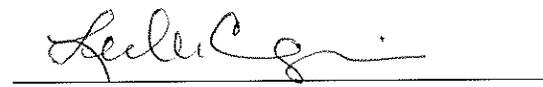
COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

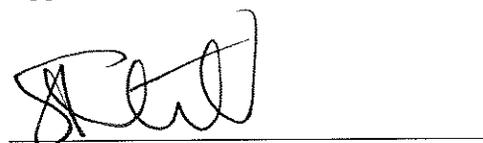


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Leslie Campione, Chairman
This 12th day of October, 2012.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney