

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/21/2022

Contract/Lease Control #: C17-2569-BCC

Procurement#: RFP 17-17/SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: LEWIS FUNERAL HOME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/16/2022

Expiration Date: MONTH-TO-MONTH

Description of: DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT
DECEASED PERSONS REMAINS

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

Additional Insured Copy

CONTRACT: C17-2569-BCC
LEWIS FUNERAL HOME, INC.
DISPOSITION SERVICES FOR UNCLAIMED DECEASED PERSON
EXPIRES: month-to-month

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 01/26/2024 at 12:01 A.M. standard time, forms a part of

Policy No. 9350273

Issued to Lewis Funeral Home Inc

Issued by Federated Mutual Insurance Company

Endorsement No. 1



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Okaloosa County Board of County Commissioners
5479A OLD BETHEL RD
Crestview, FL 32536-5512

Received by

JAN 29 2024

Risk Management

Additional Reference:

AS RESPECTS REMOVAL OF UNCLAIMED BODIES/CREMATIONS FOR OKALOOSA COUNTY BY LEWIS FUNERAL HOME INC

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

Copyright 1983 National Council on Compensation Insurance.

Third Party Copy

Received by

JAN 29 2024

Risk Management

#BWNDHBS

AC011000 - 0037

#CENTPRTOWATXXXX4#

Okaloosa County Board of County Commissioners

5479A OLD BETHEL RD

Crestview, FL 32536-5512



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664

E-MAIL
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURED
LEWIS FUNERAL HOME INC
6405 HIGHWAY 90
MILTON, FL 32570-4692

287-637-3

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y	N	9350269	01/26/2024	01/26/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	N	9350269	01/26/2024	01/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	9350270	01/26/2024	01/26/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Y	9350273	01/26/2024	01/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be att)
SEE ATTACHED PAGE

CONTRACT: C17-2569-BCC
Lewis Funeral Home, Inc.
Disposition Services for Unclaimed Deceased Person
EXPIRES: month-to-month

CERTIFICATE HOLDER

287-637-3
OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
5479A OLD BETHEL RD
CRESTVIEW, FL 32536-5512

CANCELLATION

10 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: 287-637-3

LOC #:

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4692
POLICY NUMBER SEE CERTIFICATE # 1.0		
CARRIER SEE CERTIFICATE # 1.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4692		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER: 0

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	9350269	01/26/2023	01/26/2024	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000						
	MED EXP (Any one person) EXCLUDED						
	PERSONAL & ADV INJURY \$1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	9350269	01/26/2023	01/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	9350270	01/26/2023	01/26/2024	EACH OCCURRENCE \$1,000,000
	DED RETENTION						AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9350273	01/26/2023	01/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$500,000						
	E.L. DISEASE - EA EMPLOYEE \$500,000						
	E.L. DISEASE - POLICY LIMIT \$500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

C17-2569-BCC

CERTIFICATE HOLDER 287-637-3 OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 5479A OLD BETHEL RD CRESTVIEW, FL 32536-5512	CANCELLATION 10 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael G Kern</i>
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ACORD 25 (2016/03)

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CONTRACT: C17-2569-BCC
LEWIS FUNERAL HOME, INC.
DISPOSITION SERVICES FOR UNCLAIMED/AND
OR INDIGENT DECEASED PERSONS REMAINS
EXPIRES: MONTH-TO-MONTH



AGENCY CUSTOMER ID: 287-637-3

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4892
POLICY NUMBER SEE CERTIFICATE # 1.0		
CARRIER SEE CERTIFICATE # 1.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2569-BCC Tracking Number: 4556-22
Procurement/Contractor/Lessee Name: Lewis Funeral Grant Funded: YES ___ NO X
Purpose: 2nd Amendment
Date/Term: Monthly
Department #: 0163
Account #: 549601
Amount: \$745 per cremation
Department: BCC Dept. Monitor Name: Hefstad

1. ☐ GREATER THAN \$100,000
2. ☐ GREATER THAN \$50,000
3. ☒ \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-23-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal bid Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: no risk elenst Date: _____
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 4-14-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, April 14, 2022 5:35 PM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Coordination
Attachments: 2nd amendment to C17-2569-BCC 4.14.22.docx

With the attached changes, this is approved.

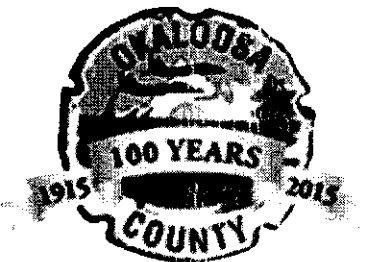
Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, April 14, 2022 7:02:55 AM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: RE: Coordination

See attached.

DeRita Mason



DeRita Mason, CFPB, NIGP-CFP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, Florida 32506
(850) 689-5960
dmason@nycokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."



CONTRACT: C17-2569-BCC
LEWIS FUNERAL HOME, INC.
DISPOSITION SERVICES FOR UNCLAIMED
AND/OR INDIGENT DECEASED PERSONS
REMAINS
EXPIRES: MONTH-TO-MONTH

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND LEWIS FUNERAL HOME, INC.**
CONTRACT NO. C17-2569-BCC

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Lewis Funeral Home, Inc. ("Contractor"), executed this 20th day of April, 2022, is made a part of the original Agreement dated May 16, 2017, Contract No. C17-2569-BCC (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to extend the original Agreement on a month-to-month basis while the County prepares competitively procure the services.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence May 16, 2022 and shall continue monthly until a new contract is entered into by the County as a result of the competitive procurement.
3. **COMPENSATION.** Compensation for this renewal term shall:

Stay the same as set forth in Section III of the original Agreement ("Compensation") and/or any amendments thereto; or
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated May 16, 2017 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

LEWIS FUNERAL HOME, INC:



Signature

TITLE: Director

S. Chad Lewis

Print Name

OKALOOSA COUNTY, FLORIDA

BY: Faye Douglas
Faye Douglas, OMB Director

Digitally signed by Faye
Douglas
Date: 2022.04.20 16:37:21
-05'00'

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/09/2021

Contract/Lease Control #: C17-2569-BCC

Procurement#: RFP 17-17/SOLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: LEWIS FUNERAL HOME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/16/2017

Expiration Date: 05/15/2022

Description of: DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT
DECEASED PERSONS REMAINS

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

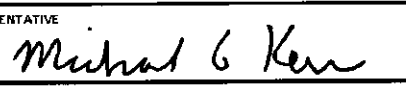
DATE (MM/DD/YYYY)
01/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4692		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 1		REVISION NUMBER: 0			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SEE ATTACHED PAGE							

CERTIFICATE HOLDER 287-637-3 OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 5479A OLD BETHEL RD CRESTVIEW, FL 32536-5512	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

The ACORD name and logo are registered mar

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 LEWIS FUNERAL HOME, INC.
 DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT DECEASED PERSONS REMAINS
 EXPIRES: 05/15/2022



AGENCY CUSTOMER ID: 287-637-3

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4692	
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CARRIER SEE CERTIFICATE # 1.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1.0	

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**CONTRACT/LEASE RENEWAL FORM**

Date: 5/15/2021
 Company LEWIS FUNERAL HOME, INC.
 Attn: CYNTHIA HELMS-PRICE
 Address 6405 HIGHWAY 90
 City, St, Zip PACE, FLORIDA 32570
 RE: OKALOOSA COUNTY INDIGENT BURIAL PROGRAM

CONTRACT#: C17-2569-BCC
 LEWIS FUNERAL HOME, INC.
 DISPOSITION SERVICES FOR UNCLAIMED
 AND/OR INDIGENT DECEASED PERSONS REMAINS
 EXPIRES: 05/15/2022

Dear Ms. Price-Helms:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C-17-2569-BCC for an additional term. The contract renewal period will be 5/16/2021 to 5/15/2022. The annual budgeted amount for this contract is \$50,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVESAUTHORIZED COMPANY REPRESENTATIVE

PURCHASING MANAGER

Signature: *Jeffrey A. Hyde*Date: 03/08/2021Approved By: *Jaydon*

OMB DIRECTOR

Date: 03.09.2021

Approved By: _____

COUNTY ADMINISTRATOR

Date: _____

Contractor: LEWIS FUNERAL HOME, INC.Approved By: *Cynthia Helms-Price*Cynthia Helms-Price L.F.D.E.Title: Cooperation ManagerDate: 3-1-2021**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/13/2020

Contract/Lease Control #: C17-2569-BCC

Procurement#: RFP 17-17/SOLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: LEWIS FUNERAL HOME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/16/2017

Expiration Date: 05/15/2021 W/1 1 YR RENEWAL

Description of DISPOSITION SERVICES FOR UNCLAIMED AND/OR
INDIGENT DECEASED PERSONS REMAINS

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4692		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
287-637-3		NAIC # 13935	

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	9350269	01/26/2021	01/26/2022	EACH OCCURRENCE \$1,000,000					
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000											
	MED EXP (Any one person) EXCLUDED											
	PERSONAL & ADV INJURY \$1,000,000											
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$2,000,000					
							PRODUCTS - COMPROP AGG \$2,000,000					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	9350269	01/26/2021	01/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000					
	BODILY INJURY (Per person)											
	BODILY INJURY (Per accident)											
	PROPERTY DAMAGE (Per accident)											
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	9350270	01/26/2021	01/26/2022	EACH OCCURRENCE \$1,000,000					
	DED <input type="checkbox"/> RETENTION						AGGREGATE \$1,000,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Y	9350273	01/26/2021	01/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER				
	E.L. EACH ACCIDENT \$500,000											
	E.L. DISEASE - EA EMPLOYEE \$500,000											
	E.L. DISEASE - POLICY LIMIT \$500,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
SEE ATTACHED PAGE

CONTRACT#: C17-2569-BCC
LEWIS FUNERAL HOME, INC.
DISPOSITION SERVICES FOR UNCLAIMED
AND/OR INDIGENT DECEASED PERSONS
REMAINS

EXPIRES: 05/15/2021 W/1 1 YR RENEWAL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER 287-637-3 OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 5479A OLD BETHEL RD CRESTVIEW, FL 32536-5512	CANC 10
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AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 287-637-3

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4692
POLICY NUMBER SEE CERTIFICATE # 1.0		
CARRIER SEE CERTIFICATE # 1.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
OKALOOSA COUNTY 602C N PEARL ST CRESTVIEW FL 32536	AS RESPECTS REMOVAL OF UNCLAIMED BODIES/CREMATIONS FOR OKALOOSA COUNTY BY LEWIS FUNERAL HOME INC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

LEWIS FUNERAL HOME INC
6405 HIGHWAY 90
MILTON FL 32570

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C17-2569-BCC</u>		Tracking Number: <u>3787-BCC</u>	
Procurement/Contractor/Lessee Name: <u>Lewis Funeral Home</u>		Grant Funded: YES ___ NO <u>X</u>	
Purpose: <u>renewal/amendment</u>			
Date/Term: <u>5-15-2021</u>		1. <input type="checkbox"/> GREATER THAN \$100,000	
Department #: <u>0163</u>		2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: <u>549601</u>		3. <input checked="" type="checkbox"/> \$50,000 OR LESS	
Amount: <u>\$745 per cremation</u>			
Department: <u>BCC</u>		Dept. Monitor Name: <u>Hofstad</u>	

Purchasing Review

Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>2-25-2020</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: <u>no federal funds</u>		Grant Name: _____	
_____		Date: _____	
Grants Coordinator	Danielle Garcia		

Risk Management Review

Approved as written: <u>see email attached</u>		Date: <u>2-27-2020</u>	

Risk Manager or designee	Edith Gibson or Karen Donaldson		

County Attorney Review

Approved as written: <u>see email attached</u>		Date: <u>3-4-2020</u>	

County Attorney	Lynn Hoshihara, Kerry Parsons or Designee		

Department Funding Review

Department funding confirmed:	

Date: _____	

DeRita Mason

From: Karen Donaldson
Sent: Thursday, February 27, 2020 8:31 AM
To: DeRita Mason
Subject: RE: C17-2569-BCC-Lewis Funeral Home Renewal

DeRita

This is approved by risk management for insurance purposes. Please note that the insurance in file is expired and the a new COI with the updated requirements should be obtained prior to renewal.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, FL 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, February 25, 2020 8:27 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2569-BCC-Lewis Funeral Home Renewal

Good morning,

Please review the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, March 4, 2020 7:53 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: C17-2569-BCC-Lewis Funeral Home Renewal

This renewal and amendment is approved for legal purposes.

Kerry A. Parsons, Esq.



1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, February 25, 2020 9:27 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2569-BCC-Lewis Funeral Home Renewal

Good morning,

Please review the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator



CONTRACT#: C17-2569-BCC
LEWIS FUNERAL HOME
DISPOSITION SERVICES FOR UNCLAIMED AND/OR
INDIGENT DECEASED PERSONS REMAINS
EXPIRES: 05/15/2021 W/1 1 YR RENEWAL

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
LEWIS FUNERAL HOME, INC.
CONTRACT NO. C17-2569-BCC**

This first Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Lewis Funeral Home, Inc., executed this 11th day of March, 2020, is made a part of the original Agreement dated May 16, 2017, Contract No. C17-2569-BCC (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section IV of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence May 16, 2020 and shall terminate no later than May 15, 2021.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Exhibit "A" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section III of the original Agreement ("Compensation") and/or any amendments thereto; or

5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract

A handwritten signature in blue ink, appearing to be "C. J. Smith", is located in the bottom right corner of the page.



sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated May 16, 2017 and any amendments thereto, shall remain in full force and effect.
- 9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.


(Remainder of Page Intentionally Left Blank)

A handwritten signature in blue ink, appearing to be "CAM", is located in the bottom right corner of the page.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

LEWIS FUNERAL HOME, INC:


Signature

TITLE: Manager + Funeral Director/Embalmer

Cynthia Heims-Price L7D&E
Print Name

OKALOOSA COUNTY, FLORIDA

BY: 
Faye Douglas, OMB Director





ATTACHMENT "A"
Insurance Requirements

CHP



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

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WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability



5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

A handwritten signature in blue ink, located in the bottom right corner of the page.



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

A handwritten signature in blue ink, located in the bottom right corner of the page.



ATTACHMENT "B"
Scrutinized Companies Certificate

Colt



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Lewis Funeral Homes Inc, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 3/5/2020 SIGNATURE: [Signature]
COMPANY: Lewis Funeral Homes NAME: Cynthia Harris-Price ^{CFO}
(Typed or Printed)
ADDRESS: 6405 Hwy 90W TITLE: Manager / Licensed Director & Embalmer
MILTON FL
32570 E-MAIL: bcfgprice@
bellsouth.net
PHONE NO.: 850 623 2243

[Signature]



ATTACHEMENT "C"
Civil Rights Clauses

A handwritten signature in blue ink, appearing to be "C. H. H.", is located in the bottom right corner of the page.



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05-19-2017

Contract/Lease Control #: C17-2569-BCC

Bid #: RFB 17-17/SOLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: LEWIS FUNERAL HOME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/16/2017

Expiration Date: 05/15/2020 W/2 1 YR RENEWALS

Description of
Contract/Lease: DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT
DECEASED PERSONS REMAINS

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4684 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: FEDERATED MUTUAL INSURANCE COMPANY</td> <td style="width: 20%;">NAIC # 13935</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935												
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INSURER D:													
INSURER E:													
INSURER F:													
INSURED LEWIS FUNERAL HOME INC 8405 HIGHWAY 90 MILTON, FL 32570-4575	287-637-3												

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9350263	01/26/2020	01/26/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOD AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	9350269	01/26/2020	01/26/2021	COMBINED SINGLE LIMIT (Per occurrence) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	9350270	01/26/2020	01/26/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9350273	01/26/2020	01/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

CONTRACT#: C17-2569-BCC
 LEWIS FUNERAL HOME, INC.
 DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT DECEASED PERSONS REMAINS
 EXPIRES: 05/15/2020 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

287-637-3
 OKALOOSA COUNTY
 602C N PEARL ST
 CRESTVIEW, FL 32536-2750

CAN

SHC
 THE

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kern

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2017

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		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

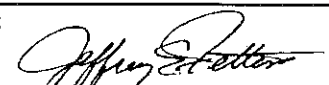
COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER: 0**

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

Contract # C17-2569-BCC
LEWIS FUNERAL HOME, INC.
DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT DECEASED PERSONS
EXPIRES: 05/15/2020 W/2 1 YR RENEWALS

CERTIFICATE HOLDER 287-637-3 OKALOOSA COUNTY 602C N PEARL ST CRESTVIEW, FL 32536-2750	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

POLICY NUMBER: 9350269

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
OKALOOSA COUNTY 602C N PEARL ST CRESTVIEW FL 32536	AS RESPECTS REMOVAL OF UNCLAIMED BODIES/CREMATIONS FOR OKALOOSA COUNTY BY LEWIS FUNERAL HOME INC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

LEWIS FUNERAL HOME INC
6405 HIGHWAY 90
MILTON FL 32570



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2017

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		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		NAIC # 13935	
INSURED LEWIS FUNERAL HOME INC 6405 HIGHWAY 90 MILTON, FL 32570-4575		287-637-3	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 1****REVISION NUMBER: 1**

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be att: CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

Contract # C17-2569-BCC
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DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT DECEASED PERSONS
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CERTIFICATE HOLDER287-637-3
OKALOOSA COUNTY
602C N PEARL ST
CRESTVIEW, FL 32536-2750

11

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Username

[Forgot Username?](#)

Password

[Forgot Password?](#)

Log In

[Create an Account](#)

Search Results

Current Search Terms: lewis* funeral* home* inc.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

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- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>430</u>	Tracking Number: <u>2373-17</u>
Contractor/Lessee Name: <u>Lewis Funeral Home</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>disposition of unclaimed persons</u>	
Date/Term: <u>3yrs w 2 1/2 yr renewals</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>BCC</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Hefstad</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>DeRita Mason</u>	Date: <u>4-17-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
with Ins Requirements added <u>Changes made 4-21-17</u>	
Approved as written:	
<u>Krystal King</u>	Date: <u>4-20-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>see email attached</u>	
	Date: <u>5-2-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, May 02, 2017 10:34 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Message from Lewis Funeral Home

This contract is approved for legal sufficiency

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, May 02, 2017 11:34 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Message from Lewis Funeral Home

This is all you sent, so I didn't know if this works for legal sufficiency. If so, I will just print it out.

Thanks

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, April 19, 2017 1:42 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Message from Lewis Funeral Home

Hey DeRita:

The language looks fine, but I am going to have to see the sole source documentation before I can give final approval. I recommend that whomever is writing the sole source quote the sole source definition as much as possible from the Purchasing manual.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Wednesday, April 19, 2017 2:36 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Message from Lewis Funeral Home

Here you go, I added the 30 days I think 45 is too long and put in the documents that they provide our office.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, April 19, 2017 1:10 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Message from Lewis Funeral Home

Hey DeRita:

Get with staff, you all should change it to whatever you as staff deem is appropriate, I will then review for legal purposes.

SOLE SOURCE PURCHASE DATA SHEET

Date: 5-3-17 PR No.: _____ Requestor: Patty Cook Phone No.: _____

Department/Division: Board of County Commissioners

Item Description: Unclaimed Indigent Program

Requesting Department's Suggested Vendor: Lewis Funeral Home, Inc.

Vendor's Address: 6405 Highway 90 West, Milton, FL 32570

Vendor's Telephone No.: 850-623-2243 Point of Contact: Cynthia Price

Sole Source Justification: Competitive pricing cannot be obtained, as the County attempted to do so on November 9, 2016 and February 1, 2016. Additionally, the County reached out to multiple funeral homes and Lewis Funeral Home is the only funeral home prepared to meet the County's specific needs for unclaimed and indigent burials.

[Signature]
Requesting Department Director Signature

5-2-17

Date

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact:	_____	Phone No.:	_____
Vendor #2 Contact:	_____	Phone No.:	_____
Vendor #3 Contact:	_____	Phone No.:	_____

Buyer Comments: _____

Signature of Buyer Who Reviewed _____

Date _____

Purchasing Services Coordinator Comments: _____

Purchasing Services Coordinator Signature _____

Date _____

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments: _____

Approve: ✓

Disapprove: _____

Amount of Purchase: \$745.00 per 3225.00

Date: _____

[Signature]
Purchasing Director Signature

5/3/17
Date

Greg Kisela

DeRita Mason

From: DeRita Mason
Sent: Thursday, November 10, 2016 10:47 AM
To: Zan Fedorak
Subject: FW: Indigent Burial Services RFB BCC 03-17

On October 26, I forwarded a link which provided the advertisement of RFB BCC 03-17. The bid closed yesterday with no response. We would like to see if we can get some input as to why we didn't received any response. Was there something within the Scope of Work that didn't work for you? Or maybe you just weren't interested. We need to move forward with this and would appreciate any and all input.

Thank you,

DeRita

From: DeRita Mason
Sent: Wednesday, October 26, 2016 9:22 AM
To: Zan Fedorak
Subject: Indigent Burial Services RFB BCC 03-17

Attached is a link to our RFB for Indigent Burial Services. If you are interested in putting in a bid for referenced RFB, please reference the link.

<http://www.co.okaloosa.fl.us/sites/default/files/users/puser/RFB%20BCC%2003-17.pdf>

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

DeRita Mason

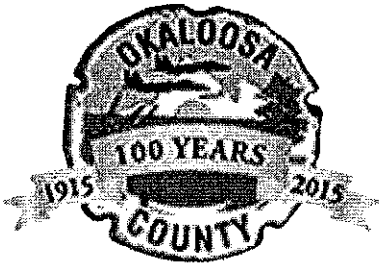
From: DeRita Mason
Sent: Wednesday, October 26, 2016 9:22 AM
To: Zan Fedorak
Subject: Indigent Burial Services RFB BCC 03-17

Attached is a link to our RFB for Indigent Burial Services. If you are interested in putting in a bid for referenced RFB, please reference the link.

<http://www.co.okaloosa.fl.us/sites/default/files/users/puser/RFB%20BCC%2003-17.pdf>

Thank you,

DeRita



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Contracts and Lease Coordinator
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Crestview, Florida 32536
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"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**CONTRACT
FOR RFB BCC 17-17
WITH LEWIS FUNERAL HOME, INC.
DISPOSITION SERVICES FOR UNCLAIMED AND/OR INDIGENT DECEASED
PERSONS REMAINS**

This Contract executed and entered into this 16 day of May, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Lewis Funeral Home, Inc., a corporation certified to conduct business in the state of Florida, whose principal address is 6405 Hwy 90, Milton, FL 32570 (hereinafter the "Contractor"), and states as follows:

WHEREAS, the Contactor is a licensed funeral home in the state of Florida providing disposition services of deceased persons; and

WHEREAS, under Florida law, all counties are charges with the burial of unclaimed and/or indigent remains at the County's expense, where the deceased passed away while in the County; and

WHEREAS, the County has now determined that it is in the best interest of the welfare of the citizens of the County to enter into a Contract with Contractor to provide on an annual basis disposal services for the remains of unclaimed and/or indigent remains.

NOW, THEREFORE, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference and are attached as Exhibit "A":

1. Sole Source Purchase Data Sheet, signed by the Director of the department and the Director of purchasing.
2. General Services Insurance Requirements for the contract is attached hereto as Exhibit "A" and make a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

II. Scope of Services

The Contractor will provide services which will consist of the following:

1. Removal of the deceased remains from the Medical Examiner's office once the County has determined that they are in fact unclaimed and/or indigent.
2. Provide refrigerated storage of the deceased remains which were transferred from the Medical Examiner's office.

3. Perform proper disposal services on any deceased remains determined to be unclaimed and/or indigent.
4. Complete death certificate, permit and cremation authorization and obtain medical examiner's authorization, and all other necessary documentation.
5. Perform a review and determination as to whether the deceased is entitled to a Military burial in accordance with the law.
6. Properly dispose of the cremains.

III. Payment

The Contractor shall be paid \$745.00 for each unclaimed deceased person. All invoices should be submitted within thirty (30) days of cremation. The contractor will provide a copy of the Performed for County Agreement and the contractors In-House Contract form. The invoices should be sent to Patricia Cook at 1250 Eglin Parkway, N.E., Shalimar, FL 32579. The County will have thirty (30) days from acceptance of invoice to remit payment.

IV. Duration of Contract

The Contract will be valid when fully executed by both parties and continue for three (3) years from the date of execution. The parties will have the option of a two (2) one (1) year renewals with agreement from both parties.

V. Termination of the Contract

The County may terminate this Contract for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Contract, upon ten (10) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have five (5) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) immediately terminate the Contract, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Contract, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Contract may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Contract for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

VI. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

John Hofstad, County Administrator
1250 N. Eglin Pkwy, Suite 100
Shalimar, FL 32579
Phone: 850-651-7515
Email: jhofstad@co.okaloosa.fl.us

The authorized representative(s) for Contractor shall be:

Cynthia Helms-Price, Manager
6405 Hwy 90
Milton, FL 32570
Phone: 850-623-2243
Email: bctgprice@bellsouth.net

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

VII. Governing Law, Venue and Adherence to the Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

Contract agrees that it shall adhere to all laws of the federal, state and local government as it pertains to the services being provided under this Contract.

VIII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public contractor upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public contractor, upon the request from the public contractor's custodian of public records, in a format that is compatible with the information technology systems of the public contractor.

IX. Records Retention and Audits

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

X. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XI. Entire Contract & Waivers

This Contract as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XII. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XIII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XV. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XVI. Insurance

5. Contractor shall maintain insurance coverage and furnish the County with a copy of their insurance certificate with "Okaloosa County" named as additional insured. General Services Insurance Requirements for the contract is attached hereto as Exhibit "A" and make a part of the contract.

XVII. Licenses

Contractor, at its own expense, for the duration of this Contract shall maintain any and all necessary licenses for the services provided under this Contract.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The Contractor represents and warrants to the County that the execution and delivery of the Contract and the performance of the Contractor's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XIV. Taxes


Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Contract when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County.

(This part of the page left blank intentionally)



IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the day and year first written above.

LEWIS FUNERAL HOME, INC.


Signature

Cynthia Helms-Rice, L.F.D.
Print Name MANAGER

Date: 5 / 1 / 2017

OKALOOSA COUNTY, FLORIDA

Carolyn N Ketchel
Carolyn N. Ketchel, Chairman
Date: 5 / 16 / 2017



ATTEST:

J.D. Peacock, II
J.D. Peacock, II, Clerk



GENERAL CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 06/08/2018

CONTRACTORS' INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance policies applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the

Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
a.) State	Statutory
b.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence for Products and Completed Operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479-A Old Bethel Rd, Crestview, Florida, 32536.
2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.