

Amended and Restated Agreement For Medical Examiner Transport Services

This Amended and Restated Agreement is made effective as of March 25, 2025 (the "Effective Date"), between **LEVY COUNTY**, a political subdivision of the State of Florida (the "**County**") and **WEEMS & SONS FUNERAL HOMES, LLC**, a Florida limited liability company (the "**Weems**" or the "**Contractor.**")

WHEREAS, on August 5, 2014, County entered into an Agreement with Joseph F. Knauff, Jr. d/b/a Knauff Funeral Homes, LLC ("**Knauff**"), his successors and assigns, for the transport of deceased persons to the Eighth Judicial Circuit Medical Examiner's Office (the "2014 Agreement");

WHEREAS, on September 18, 2018 and March 24, 2021, County and Knauff entered into Amendments to the 2014 Agreement;

WHEREAS, the County was notified that on March 25, 2025, Weems purchased all of the business assets of Knauff and Weems will continue to operate the Funeral Homes located at 715 West Park Avenue, Chiefland, FL and 512 East Noble Avenue, Williston, FL and provide all related services; and

WHEREAS, as the successor and assigns of Knauff, Weems is willing and able to continue to provide Medical Examiner Transport Services for the County, and the County and Medical Examiner continue to require those Services.

NOW, THEREFORE, IN CONSIDERATION of the terms and conditions contained herein, the parties agree as follows:

1. **Contractor's Services and Responsibilities.**

A. Contractor shall furnish and maintain all equipment and personnel necessary to transport the bodies of deceased persons from any point within the County to the Eighth Judicial Circuit Medical Examiner's Office, or to such other location within the Circuit as requested by the authorized personnel of the Medical Examiner's office. All such services shall be performed in accordance with all applicable provisions of the Florida Statutes and Florida Administrative Code.

B. Contractor shall maintain (24 hours a day, 365 days a year) a sufficient number of reliable transport vehicles and drivers/attendants to arrive at a dispatched location within 55 minutes of being called. Transport drivers/attendants shall possess an adequate knowledge of the geography of the Circuit to complete transport service from the time of the dispatch to delivery at the Medical Examiner's office (or other location within the Circuit) within 4 hours. In the event of an accident or mechanical breakdown, Contractor shall have backup vehicles available to respond to the location of the inoperable vehicle to remove the body and continue the transport within fifty-five (55) minutes of the time of breakdown or accident. Contractor's vehicles shall not be towed while transporting a body.

All vehicles used by Contractor shall be van-like - ambulances, station wagons or hearses are not acceptable. Vehicles used by Contractor shall not have any advertisements affixed or displayed on them, other than Contractor's name. All vehicles used by Contractor must be inspected and approved by the Medical Examiner's office prior to use, if desired by the Medical Examiner.

All transport vehicles shall be equipped at all times, at Contractor's expense, with at least 1 heavy duty body bag, 2 black body bags and 1 child size body bag (supplied or approved by the Medical Examiner's Office); and shall be equipped by Contractor, at its expense, with gloves, sterile sheets, 2 one-man stretchers, 2 stretcher covers, ample amount of sheets, deodorizers, protective clothing and equipment and disinfectants all of which meet present and future specifications of Florida Statutes, Florida Administrative Code and Federal requirements. In addition, each transport driver must have a mobile phone allowing direct communication between each vehicle, the Medical Examiner's Office and Contractor's dispatch.

C. Contractor shall not transport multiple deceased persons from separate locations without specific approval from the Medical Examiner's Office. Contractor shall not conduct a non-Medical Examiner transport in the same vehicle/at the same time as a transport for the Medical Examiner's Office.

D. Contractor shall provide, to the County and the Medical Examiner, the names and valid Florida Driver's License numbers of all employees performing services pursuant to this Agreement. In addition, Contractor shall perform background checks of all such employees, including, but not limited to, a Florida Department of Law Enforcement (FDLE) criminal records check and a driver's license check. Contractor and all driver personnel shall not have been found guilty of, or pled nolo contendere to any felony, to any crime involving unlawful substance abuse, driving while intoxicated, or involving moral turpitude. Upon request of the County or Medical Examiner, the Contractor shall furnish copies of the background checks to the County and/or Medical Examiner.

E. Contractor's employees shall be dressed in professional attire at all times when receiving and releasing bodies. Contractor's employees shall not display any type of advertisement on their personal clothing, nor shall they distribute any advertisement, literature or pamphlets of any kind. No employee, agent, or any other person connected with Contractor may refer, steer, or lead persons to funeral homes, crematories, direct disposers, cleaning services, florist shops, or attorneys or their agents.

F. No employee, agent, or any other person connected with Contractor may release any information associated with a death or body transported for a Medical Examiner's case to anyone other than to the Medical Examiner's Office and the appropriate law enforcement personnel.

G. Contractor shall designate contract manager(s) responsible for the competent performance and fulfillment of Contractor's responsibilities under this Agreement. The name and telephone number(s) of the contract manager shall be provided to the Medical Examiner's Office and County and the contract manager(s) shall be available 24-hours per day.

H. When Contractor's transport vehicle arrives at the dispatch location where a Medical Examiner's Investigator is present, Contractor's transport vehicle should park immediately behind the Medical Examiner Investigator's vehicle and report to the on- scene Investigator for further instructions.

I. Contractor shall provide and maintain at all times during the term of this Agreement, the following policies of insurance:

- i. Worker's Compensation: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- ii. Commercial General Liability – Occurrence Form Required: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, produces and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.
- iii. Commercial Automobile Liability Insurance: Contractor shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). This policy shall be endorsed to provide contractual liability coverage.
- iv. "Levy County, a political subdivision of the State of Florida, its Board of County Commissioners, officers, agents, employees and volunteers", shall be named as additional insureds as their interest may appear on all policies. Certificates of Insurance shall provide for a minimum of thirty (30) days prior written notice to COUNTY of any change or cancellation of the required insurance. Certificates of Insurance shall identify the Agreement in the Description of Operations section of the Certificate.

J. As required by 119.0701, Florida Statutes, the following notice is given regarding Contractor's duty to comply with Florida's public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Contractor shall:

- (i) Keep and maintain public records required by County to perform the services;
- (ii) Upon request from 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;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and

(iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

2. General Provisions

A. Invoices & Payment. Contractor shall remit monthly invoices to the County (for any month in which services were provided). Each monthly invoice must include each date of service and a summary of the services performed that date. County shall pay Contractor in accordance with the provisions of Section 218.79, Florida Statutes, the Florida Prompt Payment Act, upon receipt of complete invoices for services from Contractor. The following are the fees for services performed pursuant to this Agreement:

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|----|--------------------|---|
| a) | Pick up & Drop off | \$115.00 per individual body |
| b) | Transport | \$240.00 per transport of up to two (2) bodies in the vehicle |
| c) | Bag | \$175.00 per individual body |

B. Term & Termination. The term of this Agreement shall commence on the Effective Date first above written and shall continue through September 30, 2025. The term of this Agreement shall automatically renew each October 1 for successive annual renewal terms, unless and until terminated.

This Agreement may be terminated by the County **for cause**, based on default by or negligence of Contractor. Any such termination for cause shall be effective immediately upon delivery of written notice of termination from the County to Contractor. County shall pay Contractor for any work satisfactorily completed prior to the date of termination.

This Agreement may be terminated by either party **without cause** upon delivery of written notice of termination to the other party, delivered at least 90 days prior to the effective date of termination.

C. Subcontracting. Contractor is not allowed to subcontract the services under this Agreement without the prior written consent of County, which may be granted or denied in the sole discretion of the County. County shall not be considered a party to any subcontract or be subjected to liability of any kind to any subcontractor. No subcontractor shall under any circumstances relieve Contractor of liability and/or obligations under this Agreement and all communications with the County must be through Contractor.

D. Indemnity. Contractor agrees for good and valuable consideration in the amount of ten dollars (\$10.00), receipt and the sufficiency of which is hereby acknowledged, to indemnify, and hold the County, and its officers, volunteers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities to the extent resulting from any negligent act, error or omissions of Contractor, its agents, volunteers, employees or representatives, in the performance of this Agreement.

E. Independent Contractor. Contractor agrees that it is acting as an independent Contractor and shall not be considered or deemed to be an agent, employee, joint venture, or partner of County. Contractor has no authority to contract for or bind County in any manner and shall not represent itself as an agent of County or as otherwise authorized to act for or on behalf of County.

F. Non-exclusive Agreement. Nothing herein shall be deemed to preclude County from retaining the services of other persons or entities for the same or similar services as those provided by Contractor pursuant to this Agreement.

G. Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, rules, regulations and ordinances.

H. Governing Law. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Levy County, Florida.

I. No Third Party Beneficiaries. This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective and permitted assigns.

J. Written Amendment. This Agreement may not be amended, terminated or rescinded, except by a written instrument executed by each party.

K. Waiver. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

L. Civil Rights Act. During the term of this Agreement, CONTRACTOR assures COUNTY that it is in compliance with Title VI of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR'S employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

M. Severability. The validity or enforceability of any particular provision of this Agreement shall not affect the other provisions hereby, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

N. Notice. Wherever provision is made or allowed in this Agreement for the giving, service or delivery of any notice, statement or other instrument, (except invoices, which shall only be required to be hand delivered or sent by United States first class mail) such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Weems & Sons Funeral Homes, LLC
Roy E. Weems, Jr.
3951 NE CR 343
Post Office Box 99
Bronson, Florida 32621

IF TO COUNTY:

Mary-Ellen Harper
County Manager
310 School Street
Post Office Box 310
Bronson, Florida 32621

Each Party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

O. Final Agreement; Prior Agreement(s) Terminated. This Agreement is intended by the parties to be the final expression of their agreement, and constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements or agreements to the contrary heretofore made. Any prior agreements between the parties, or their predecessors, for the services that are the subject of this Agreement are hereby terminated and of no further force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the day and year first above written.

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY FLORIDA

By: Desiree Mills, Chair

Attest
Clerk of the Circuit Court and
Ex-Officio Clerk to the Board

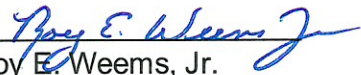
Matt Brooks

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

CONTRACTOR:

WEEMS & SONS FUNERAL HOMES, LLC

By: 
Roy E. Weems, Jr.
Manager