

**AGREEMENT BETWEEN ALACHUA COUNTY & PHILLIP & SONS, THE FUNERAL DIRECTORS, INC. FOR ANNUAL DECEDENT BODY TRANSPORT NO. 14795**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Phillip & Sons, The Funeral Directors, Inc., a Florida Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued Invitation To Bid (ITB) 26-86-PM seeking qualified firms or individuals to provide Annual Decedent Body Transport and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

**WHEREAS**, the Contractor is willing to provide work and services to the County; and

**WHEREAS**, the County desires to engage Contractor to provide the work and services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope of Services/Work**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Decedent Body Transport as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective on October 1, 2025 (“effective date”) and continues until September 30, 2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional one (1) year term(s) at the same terms and conditions outlined herein.
4. **Closeout**. The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
  - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
  - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the

Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed Ninety Thousand dollars and no cents (\$90,000.00) annually (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Director, Community Support Services  
218 SE 24<sup>th</sup> Street  
Gainesville FL 32641

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:  
Phillip & Sons, The Funeral Directors, Inc.  
310 SR 26  
Melrose, FL 32666  
Email: robin@phillipsonsf.com
- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future

appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Contractor’s representations pertaining to the deliverables.

10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$20.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

13. **Indemnification.** **CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any

limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Phillip & Sons, The Funeral Directors, Inc.  
310 SR 26  
Melrose, FL 32666  
Email: robin@phillipsonsf.com

To County:

Director, Alachua County Community Support  
Services  
218 SE 24<sup>th</sup> Street  
Gainesville FL 32641

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
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 Florida law 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 term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the

Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

T. Human Trafficking Affidavit Of No Coercion For Labor Or Services. Section 787.06(13), Florida Statutes requires any governmental entity, which includes "district", when executing, renewing, or

extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as **Exhibit 6**.

U. Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier. The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as **Exhibit 7**.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

\_\_\_\_\_, Chair

Board of County Commissioners

Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**CONTRACTOR**

Signed by:  
*Robin Crawford*

By: \_\_\_\_\_  
2DCF086DB1AA4F8...

Print: Robin Crawford

Title: Owner, CFO

Date: 8/15/2025

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## **Exhibit 1: Scope of Services/Work**

### **1. General Requirements**

B. The removal and transportation of bodies, medical records, and specimens between various locations throughout Alachua County (Referred to as The County) and the District 8 Medical Examiner's Office located at 3217 SW 47th Ave Gainesville, FL 32608, on an as needed basis. The Medical Examiner may request the transportation of body, medical records and specimens from a location outside of outside Alachua County to the District 8 Medical Examiner Office. There may be times, due to unforeseen conditions, the District 8 Medical Examiner Office may request transport to another location other than the District 8 Medical Examiner Office (e.g., temporary morgue during a declaration of an emergency or mass fatality situation).

C. The Contractor selected will provide the following services, including but not limit to:

### **2. Scope of Work**

A. A vehicle dispatched for deceased person transportation as requested by the Medical Examiner's Office only, shall arrive at the body location within:

1. 60 minutes after the time of verbal request for scene (Non-Facility) removals. Arrival at the Medical Examiner's Office with deceased person shall be within 60 minutes after leaving the body location within Alachua County.
2. One hundred twenty (120) minutes after the time of verbal request for Facility removals. Arrival at the Medical Examiner's Office with deceased person shall be within 60 minutes after leaving the body location within Alachua County.

B. Arrival time for removals outside Alachua County shall be made in a timely manner from time of request. Arrival at the Medical Examiner's Office with deceased person picked up outside Alachua County shall be made in a timely manner after leaving the body location.

C. Delays:

1. (Scene/Non-Facility Removals) Greater than 60 minutes, but less than 90 minutes from the time of official request by the Medical Examiner's Office, shall be paid at one-half ( $\frac{1}{2}$ ) the unit contract rate. For delays greater than 90 minutes from the time of official request by the Medical Examiner's Office, no payment shall be made, however the decedent is still required to be transported.
2. (Facility Removals) Greater than one hundred twenty (120) minutes, but less than one hundred eighty (180) minutes from the time of official request by the Medical Examiner's Office, shall be paid at one-half ( $\frac{1}{2}$ ) the unit contract rate. For delays greater than one hundred eighty (180) minutes from the time of official request by the Medical Examiner's Office, no payment shall be made. The decedent is still required to be transported.

D. The provisions in this section do not apply when delays are caused by a documented Medical Examiner error (i.e., incorrect directions, waiting delays, etc.).

E. Personal effects, valuables and jewelry shall not be transported with the decedent to the Medical Examiner's Office, unless specifically directed by and/or authorized by Medical Examiner Staff. It is the responsibility of the Contractor to ensure that all jewelry, valuables and personal effects are removed from the decedent and from clothing pockets or inside clothing and secured by law

enforcement or hospital staff. Should a situation arise where jewelry, valuables or personal effects are not able to be removed, the Contractor must contact Medical Examiner staff before transporting.

### **3. Vehicle Requirements**

- D. The Contractor shall have available, for Medical Examiner deceased person transport, a minimum of two (2) vehicles in excellent working condition.
  - 1. Response by two (2) attendants for non-facility decedent transports and one (1) attendant for facility transports unless notified that (2) attendants are needed for a facility removal in cases such as, but not limited to, facility removals involving oversized decedents
- E. In case of accident or mechanical problems, Contractor shall have backup vehicle(s) readily accessible to respond to the location of the broken-down vehicle in order to pick up the body and continue the transport to the Medical Examiner's Office, within sixty (60) minutes of break-down. No vehicle shall be towed while transporting a body.
- F. Vehicles shall be van-like (no ambulances, station wagons, hearses, or trucks) subject to the final approval by Alachua County Medical Examiner's Office prior to the awarding of and during the term of the contract.
- G. There shall be no advertisement affixed to or displayed on either the exterior or interior of any vehicle or on any employee garment utilized under the contract. No advertising matter of any kind shall be dispensed by the Contractor's drivers or attendants.
- H. The Contractor shall own or have legal possession of any vehicle utilized in deceased person transportation for the Medical Examiner's Office.
- I. Each vehicle shall be equipped, at all times, with at least four (4) heavy duty one (1) piece disaster pouches, supplied by the Contractor.
- J. Each vehicle shall be equipped with an adequate supply of gloves, two (2) one-man stretchers, two (2) stretcher covers, sufficient amount of disposable sheets, deodorizers, protective clothing and equipment, and disinfectants; all of which meet the current specifications of Florida Statutes Chapters 497.385 and 497.162 and federal requirements. All stretchers shall be maintained in good working condition with preventative maintenance performed annually.
- K. Each vehicle operator shall have an operational cellular telephone allowing direct communication between each vehicle, the Medical Examiner's Office and the Contractor's Manager.
- L. Vehicles shall not transport multiple deceased persons from separate body locations unless there has been prior approval by the Medical Examiner's Office. Under no circumstances shall any Contractor's personnel exercise such discretion. There shall be no transports of deceased persons for the Medical Examiner's Office simultaneously (in the same vehicle at the same time) with another deceased person which is not a Medical Examiner's case.

### **4. Contractor Responsibilities**

- A. The Contractor shall provide all certified manpower, supplies, equipment, labor, supervision, licenses, travel and any/all incidental expenses incurred in the performance of the contract.

- B. The Contractor shall have extensive geographic knowledge of The County; and authorization to perform Body Removal Services in accordance with the current. Florida Statutes Chapters 497.385 and 497.162.
- C. The Contractor shall ensure that all transport drivers and attendants shall possess an adequate knowledge of The County geography as to enable prompt response to service calls.
- D. The Contractor shall maintain a minimum of fifty (50) heavy duty disaster pouches available for use with Medical Examiner transports in a mass fatality or disaster situation in addition to the heavy daily bags needed for daily use.
- E. Contractor's employees performing services specified herein are subject to review investigation. The Contractor shall conduct background checks on each employee, including those hired during the course of the contract and shall provide the results of the background checks to Alachua County Medical Examiner's Office. The employees of the Contractor shall be bondable and shall not have been found guilty of a felony, pled nolo contendere, unlawful substance abuse, driving while intoxicated or any crime involving moral turpitude. It is the responsibility of the Contractor to ensure that its employees meet these requirements.
- F. The employee investigation shall include driving record and criminal background checks by the appropriate Federal, State, and Local Agencies, the cost of which shall be borne by the Contractor. Each employee may be subject to investigation by the Alachua County Sheriff's Office. Any employee not meeting the above requirements shall be prohibited from providing service under this agreement.
- G. During the term of the contract, the successful Contractor shall provide a list of all employees' first and last names, dates of birth, current cellular phone numbers, and valid Florida driver's license numbers for those employees who provided service to the Medical Examiner's Office in the previous month. This list must be submitted to Alachua County Medical Examiner's Office with each billing invoice .
- H. The Contractor shall, at all times, comply with current evidence procedures established by The Florida Department of Law Enforcement (FDLE). No employee, agent, or other person in any way connected with the Contractor, shall in any manner, way, or means convey to anyone, other than the Medical Examiner's Office and/or law enforcement, any information associated with the death or body of a Medical Examiner's case, including the taking or disseminating unauthorized photographs. In the event of release of such information or photographs, such employee or agent of the Contractor shall be subject to immediate dismissal.
- I. The Contractor's employees must present a neat, clean and professional appearance at all times, subject to the approval of Alachua County Medical Examiner's Office when performing services pursuant to the contract.
- J. The Contractor's employees shall conduct themselves in a courteous, respectful, considerate, and professional manner towards the families and friends of the deceased person, law enforcement personnel, hospital staff, Medical Examiner Office personnel and the deceased person.
- K. Contractor, or any director, stockholder, officer, partner, principal, employee, or any member of any of their immediate families shall not refer, steer or lead persons to funeral homes, crematories, direct disposers, cleaning services, florist shops, or attorneys or their agents.
- L. Contractor shall designate an individual to act as a full-time General Manager responsible for the competent performance and fulfillment of responsibilities under the contract. The name and

telephone number(s) at which this person may be contacted on a twenty-four (24) hour basis shall be provided to the Medical Examiner's Office.

- M. The Contractor shall adhere to reasonable handling procedures as established by the Medical Examiner's Office and Florida Statutes Chapters 497.385 and 497.62. The Contractor shall provide the deceased transportation forms and body identification tags used for each body. Transportation forms shall include the name, when known, of the deceased person, removal address, race (when known) and sex (when known) of the deceased person, date the call was received, dispatch time, arrival time at body location, departure time from body location, time of arrival at the Medical Examiner's Office, Medical Examiner's Office case number, identification or notes of the disposition or transport of any item(s) handled by the successful Contractor to the Medical Examiner's Office, and the name or names of the driver and/or attendant transporting the decedent.
- N. Identification tags shall be affixed to the ankle, toe or wrist of the deceased and all identification tags shall be affixed to the deceased at the body location. Each identification tag shall have the Medical Examiner's case number, location of removal, the deceased name, race and sex, when known.
- O. The Contractor shall be required to record in a logbook the delivery of decedent, and any other items being delivered to the Medical Examiner Office, according to current established Medical Examiner Office protocol.

**5. Transporting Medical Records and Specimens - ONLY**

- M. The Contractor shall be required to transport medical records and specimens which are associated with the Medical Examiner's on-going cases, but transported separately or at a separate time than the decedent . The charge for this service within Alachua County shall not exceed one-half (½) the unit contract rate, (per trip).

**6. Body Bags**

- A. Contractors will be responsible for providing body bags. Medium and heavy weight body bags must be approved by the Medical Examiner Office prior to use.
  - B. When at the scene a Medical Examiner Investigator may provide direction for which type body bag to use. If no Investigator is present, the Contractor will use their judgment to decide which type to use.
- N. Pricing shall be provided in the ITB Pricing Form as a percentage mark-up to the actual cost which shall not exceed 10% . Invoices shall include the actual cost plus markup.

**7. Participation in Disaster/Mass Fatality Drills**

- O. The Contractor shall be required to participate in disaster/mass fatality drill exercises as scheduled.

**8. Unavoidable delays and Cancellations**

- A. In cases where there is a delay while on scene greater than 2 hour from the time of arrival, the awarded Contractor shall be compensated \$50.00 for every additional hour.

- B. In cases where a pickup request is canceled while the vendor is en route to the location or upon arrival, the awarded Contractor shall be compensated at the rate listed in the pricing form. However, no payment shall be made for cancellations if the vendor has not yet departed.

**Exhibit 2: Rate Schedule**

**TRANSPORTATION**

<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>
<b>Transportation with Alachua County</b>	<b>1</b>	<b>each</b>	<b>\$175.00</b>	<b>\$175.00</b>
<b>Transportation outside of Alachua County</b>	<b>1</b>	<b>each</b>	<b>\$225.00</b>	<b>\$225.00</b>
<b>Transporting Medical Records and Specimens - ONLY (not to exceed 50% trip cost)</b>	<b>1</b>	<b>each</b>	<b>\$75.00</b>	<b>\$75.00</b>
<b>Total</b>				<b>\$475.00</b>

**BODY BAGS**

<b>Description</b>	<b>Unit of Measure</b>	<b>Percent of Mark-up</b>
<b>Medium</b>	<b>1</b>	<b>6%</b>
<b>Large</b>	<b>1</b>	<b>6%</b>

**Exhibit 3: Insurance Requirements**

**TYPE “A” INSURANCE REQUIREMENTS  
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.**

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers and The District 8 Medical Examiner are to be covered as an Additional Insured as respects: Liability arising

out of activities performed by or on behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

## **II All Coverages**

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contact is renewed) or prior.

## **SUBCONTRACTORS**


Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**


**MAIL, EMAIL or FAX CERTIFICATES**

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

Exhibit 3-A: Certificate of Insurance

		PHILWIL-01		MGLENZ
		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		
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 Acrisure Insurance Partners Services of NY, LLC 90 S. Ridge Street Rye Brook, NY 10573		CONTACT NAME: <b>Matthew Glenz</b> PHONE (A/C, No, Ext): <b>(516) 267-6133</b> FAX (A/C, No): E-MAIL ADDRESS: <b>mglenz@acrisure.com</b>		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : <b>Hartford Underwriters Insurance Company</b>		<b>30104</b>
INSURED  <b>Phillip &amp; Sons The Funeral Directors Inc</b> 310 & 314 State Road 26 Melrose, FL 32666		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
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 INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		12SBMBG1RT2	7/26/2025	7/26/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 FNRL DIRECTORS \$ 2,000,000
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) <b>Alachua County Board of County Commissioners and District 8 Medical Examiner are named as Additional Insureds as required by a Written Contract.</b>							

CERTIFICATE HOLDER  <b>Alachua County Board of County Commissioners                  District 8 Medical Examiner</b>	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)

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**Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

***Contact Title: Contractual Services Agreement for Decedent Body Transport***

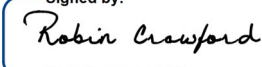
***Contract No. 14795***

***ITB 26-86-PM***

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Phillip & Sons, The Funeral Directors, Inc.  
310 SR 26  
Melrose, FL 32666

**CONTRACTOR**

Signed by:  
By:   
2DCF086DB1AA4F8...  
Print: Robin Crawford  
Title: Owner, CFO  
Date: 8/15/2025

**Exhibit 5: Closeout Checklist**

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. \_\_\_\_\_ – (Contract Title)

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
<b>General Requirements (Should be required on most Contracts)</b>	[REDACTED]	[REDACTED]	[REDACTED]
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
<b>Contract Specific Requirements (All may not apply)</b>	[REDACTED]	[REDACTED]	[REDACTED]
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date

**Exhibit 6: AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES**


State of Florida

County of Alachua

I, Robin Crawford [insert full legal name of the person providing this affidavit], as Owner, CFO [insert corporate title of the person providing this affidavit] of the Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of the Corporation].
3. I attest and affirm that Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

Signed by:  
  
 \_\_\_\_\_  
 Signature 2DCFD86DB1AA4F8...

Robin Crawford  
 \_\_\_\_\_  
 Name Printed

Owner, CFO  
 \_\_\_\_\_  
 Title

8/15/2025  
 \_\_\_\_\_  
 Date Signed

**Exhibit 7: AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN  
PURSUANT TO 287.138, Florida Statutes**

State of Florida  
County of Alachua

I, Robin Crawford [insert full legal name of the person providing this affidavit], as  
Owner, CFO [insert corporate title of the person providing this affidavit] of the  
Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of the Corporation], having

taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
  - a. Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).
  - b. The government of a foreign country of concern does not have a controlling interest in Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of entity].
  - c. Phillip & Sons, The Funeral Directors, Inc. [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

Signed by:  
  
2DCF086DB1AA4F8...  
Signature

Robin Crawford  
Name Printed

Owner, CFO  
Title

8/15/2025  
Date Signed