

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 19, 2007

Division: Housing & Community Development

Bulk Item: Yes X No

Department: Medical Examiner

Staff Contact: James R. "Reggie" Paros/289-6002

AGENDA ITEM WORDING:

Approval of Extension Agreement with Florida Keys Funeral Services, LLC, to continue to sub-lease premises for use as interim Medical Examiner facilities on a month-to-month basis, retroactive to October 1, 2007, until completion of the new facility

ITEM BACKGROUND:

The Medical Examiner continues to utilize the funeral home located in Big Pine Key as an interim facility to perform autopsies and post mortem examinations. According to the Engineering Department, the current projected date for substantial completion of the new Medical Examiner's facility is May, 2008. As the current agreement with Florida Keys Funeral Services, LLC expired September 30, 2007, we are requesting authorization to extend the agreement under the same terms and conditions, on a month-to-month basis, until the new Medical Examiner facility is completed.

PREVIOUS RELEVANT BOCC ACTION:

On March 16, 2005, the Board authorized execution of a new Lease Agreement with Florida Keys Funeral Services to sublease premises for use as interim Medical Examiner facilities, for a period of 18 months commencing on the date the premises are ready for occupancy. On July 19, 2006, Board approved a Renewal Agreement with Florida Keys Funeral Services LLC to provide interim facilities for the Medical Examiner for an additional one year period. On July 18, 2007, Board approved extension of agreement on a month to month basis until completion of the new facility.

CONTRACT/AGREEMENT CHANGES:

This Extension Agreement extends the current agreement on a month-to-month basis, retroactive to October 1, 2007, under the same terms and conditions.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$2,400 per month plus electric

BUDGETED: Yes X No

COST TO COUNTY: same as above

SOURCE OF FUNDS: Medical Examiner's
Budget – Ad Valorem

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH

APPROVED BY: County Attorney YES OMB/Purchasing YES Risk Management YES

DOCUMENTATION: Included: X Not Required:

DISPOSITION: Agenda Item #:

CONTRACT SUMMARY

Contract #

Contract with: Florida Keys Funeral Services, LLC

Effective Date: October 1, 2007

Expiration Date: Month-to-month

Contract Purpose/Description: Contract extension to lease premises on a month to month basis for use as interim Medical Examiner facility until new facility is completed

Contract Manager: James R. Paros
(Name)

6002
(Ext.)

HCD -- Stop 15
(Department)

for BOCC meeting on 12/19/07

Agenda Deadline: 12/4/07

CONTRACT COSTS

FY 2008

Total Dollar Value of Contract: \$28,800 yr.

Current Year Portion: \$28,800

Budgeted? Yes No

Account Codes: 68000-530440 - - -

Grant: \$ _____

- - -

County Match: \$ _____

- - -

- - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr

For: _____

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>12/6/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/6/2007</u>
Risk Management	<u>12-5-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12-5-07</u>
O.M.B./Purchasing	<u>12-4-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/4/07</u>
County Attorney	<u>11/15/07</u> <i>lv. lead: 11/21/07</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>11/1</u>

Comments: _____

BOCC - approved in July 07

**EXTENSION AGREEMENT
FOR LEASE OF MEDICAL EXAMINER FACILITIES**
(Sub-lease premises for use as interin Medical Examiner facilities)

THIS Extension of Lease is made and entered into this _____ day of _____, 2007, between Monroe County, a political subdivision of the State of Florida, and Florida Keys Funeral Services, LLC, to extend the lease agreement dated March 16, 2005 and as renewed on July 19, 2006.

WITNESSETH:

WHEREAS, the lease between the parties dated March 16, 2005 and renewed July 19, 2006, expired on September 30, 2007; and

WHEREAS, the parties desire to continue their relationship under the current contract on a month to month basis;

NOW, THEREFORE, the parties agree as follows:

1. Retroactive to October 1, 2007, the lease shall continue on a month to month basis.
2. In all other respects, the original agreement between the parties dated March 16, 2005 and renewed on July 19, 2006, remains in full force and effect.

IN WITNESS WHEREOF, the parties have herunto set their hands and seal, the day and year first written above.

(Seal)


Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

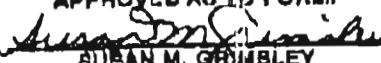
By: _____
Mayor

FLORIDA KEYS FUNERAL SERVICES,
LLC

By: 
President

APPROVED BY:

Frederick M. Work
Pinewood Memorial Cemetery, Inc.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

AUBAN M. GIMBLEY
ASSISTANT COUNTY ATTORNEY
Date 12-3-2007

**RENEWAL AGREEMENT FOR LEASE OF
MEDICAL EXAMINER FACILITIES**

THIS AGREEMENT is made and entered into this 19th day of July, 2006, between the COUNTY OF MONROE and FLORIDA KEYS FUNERAL SERVICES, LLC, in order to renew the agreement between the parties dated March 16, 2005.

1. In accordance with Section 8 of the agreement, the County hereby exercises its option to renew the Lease Agreement for an additional one year term, beginning October 1, 2006. The prices stated in the March 16, 2005 agreement are the prices for the renewal term.
2. In all other respects, the lease agreement between the parties dated March 16, 2005 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA




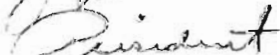
Mayor/Chairman

(SEAL)


ATTEST: DANNY L. KOLHAGE, CLERK

By: 
Deputy Clerk

FLORIDA KEYS FUNERAL SERVICES,
LLC


By: 
Title: 

APPROVED BY:



Frederick M. Work
Pinewood Memorial Cemetery, Inc.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

LEASE AGREEMENT

THIS LEASE is made and entered into this 16th day of March, 2005, by and between Florida Keys Funeral Services, LLC, 418 Simonton Street, Key West, Florida 33040, hereafter LESSEE/SUBLESSOR, and Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter SUBLESSEE.

WHEREAS, the property is owned by Pinewood Memorial Cemetery, Inc. and leased to Florida Keys Funeral Services, LLC; and

WHEREAS, the SUBLESSEE desires to lease premises for use as an interim Medical Examiners facilities; now, therefore

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Section 1. The LESSEE/SUBLESSOR leases to the SUBLESSEE operating facilities at 31140 Overseas Highway, Big Pine Key, Florida, hereafter referred to as the premises.

Section 2. The SUBLESSEE shall use the premises solely for functions of the Medical Examiner's Office.

Section 3. LESSEE/SUBLESSOR shall make the following listed improvements to the premises, which are necessary for the Medical Examiner's intended use, prior to the commencement of operations, at a total cost of twelve-thousand five-hundred ninety-nine dollars and no cents (\$12,599.00).

- a. Move an existing county-owned specimen refrigerator into a private locked room and exhaust heat through wall, \$838.00;
- b. Move and plumb an existing county-owned autopsy table to sewer, \$1,959.00;
- c. Purchase and install approximately 32 feet of Formica counter, and top and bottom cabinets, \$9,802.00.

Section 4. Upon receipt of a proper invoice, SUBLESSEE shall, pursuant to the Florida Prompt Payment Act, make a lump sum payment in the amount of twelve-thousand five-hundred ninety-nine dollars and no cents (\$12,599.00) to the LESSEE/SUBLESSOR for the improvements to the premises listed in Section 3 above, upon their completion and prior to occupancy by the Medical Examiner.

Section 5. The LESSEE/SUBLESSOR shall make and bear the cost of other routine repairs, including paint, to prepare the premises for such occupancy.

Section 6. The SUBLESSEE, at its expense, shall purchase, setup and install, including electrical wiring, one walk-in cooler, approximately 8'0" x 8'0" x 9'0", on an existing exterior deck structure at the premises.

Section 7. Any alterations, additions or improvements to the premises, not previously enumerated, which the SUBLESSEE may require must be approved by LESSEE/SUBLESSOR and shall be at SUBLESSEE's expense. Alterations, additions and improvements must be constructed in a workmanlike manner, meet all applicable building and zoning codes, must not weaken or impair the structural strength or lessen the value of the building or the premises or change the purposes for which the building, or any part of it, may be used. Before beginning any work, all plans and specifications must be approved by, and a building permit issued by, the governmental entity or entities that have jurisdiction over the construction.

All alterations, additions and improvements at the premises at the beginning of this lease and any that are constructed during the term, are, or will become, part of the premises and the sole property of the LESSEE/SUBLESSOR, except those moveable fixtures installed by the SUBLESSEE, which are its property and may be removed by the SUBLESSEE at the end of this lease.

Section 8. The term of this lease is for eighteen (18) months, commencing on the date the premises are ready for occupancy for the intended purpose by the Medical Examiner. The SUBLESSEE may exercise an option to renew this lease for one additional year, on a month-to-month basis, under the same terms and conditions by providing to LESSEE/SUBLESSOR at least sixty days prior to the expiration of the agreement written notice of the exercise of option.

Either party may terminate this Agreement without cause by giving sixty (60) days written notice to the other indicating its desire to terminate same.

Section 9. The total rental due for the premises for the first year period is \$28,800.00, payable at \$2,400.00 monthly, in arrears.

The LESSEE/SUBLESSOR shall submit monthly invoices to Monroe County Public Safety Division, 9400 Overseas Highway, Suite 200, Marathon, Florida 33050 for processing.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

Section 10. During the term of this lease, unless otherwise provided for herein, the SUBLESSEE shall, at its own cost and expense, repair or replace any damages caused by SUBLESSEE's employees, officers and agents, and maintain the premises in good and safe condition. The SUBLESSEE shall also use all reasonable precaution to prevent waste, damage or injury to the premises. LESSEE/SUBLESSOR is responsible for general maintenance and repair of the structural elements of the premises.

Section 11. Normal waste refuse services and all utilities, with the exception of electric service, shall be supplied by LESSEE/SUBLESSOR.

Section 12. Electric service shall be the responsibility of the SUBLESSEE. Biohazardous waste collection and disposal services shall be under the jurisdiction of the Office of the Medical Examiner.

Section 13. The LESSEE/SUBLESSOR and SUBLESSEE mutually agree to the following, at no additional cost to either of the parties:

- a. LESSEE/SUBLESSOR may occasionally use, as necessary, the premises located at 31140 Overseas Highway, Big Pine Key, Florida, for embalming purposes and storage of dead human remains under refrigeration.
- b. SUBLESSEE may occasionally use, as necessary, the LESSEE/SUBLESSOR's premises located at 418 Simonton Street, Key West, Florida, for post mortem external examinations and for additional storage of dead human remains under refrigeration.

Section 14. The SUBLESSEE may not assign, sublease, pledge, mortgage or hypothecate this lease or any interest that the SUBLESSEE has under this lease without the permission of the LESSEE/SUBLESSOR.

Section 15. The SUBLESSEE shall, on the last day of the lease term, or earlier on termination or abandonment, peaceably and quietly surrender and deliver the premises to the LESSEE/SUBLESSOR. Moveable fixtures and personal property that belongs to the SUBLESSEE may be removed on or prior to the end of the term or upon termination

or abandonment. Moveable fixtures and personal property left on the premises more than fifteen days after the end of the term, or after the date of termination or abandonment, will become the property of the LESSEE/SUBLESSOR without the need for any payment to the SUBLESSEE.

Section 16. The SUBLESSEE is liable for and must fully defend, release, discharge, indemnify and hold harmless the LESSEE/SUBLESSOR from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorney's fees and costs - that arise out of or are attributable to the SUBLESSEE's operations at the premises, excluding those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the LESSEE/SUBLESSOR, pursuant to the terms and conditions of Florida Statutes §768.28.


Section 17. The LESSEE/SUBLESSOR for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be discriminated against by LESSEE/SUBLESSOR in the provision of services or employment or other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, the SUBLESSEE shall have the right to terminate this agreement as if said agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.


Section 18. The LESSEE/SUBLESSOR acknowledges that its records relating to this lease are public records subject to disclosure under Chapter 119, Florida Statutes. Those records must be made available to any person who requests to view them during regular business hours (9:00 a.m. - 5:00 p.m., Monday through Friday, excluding holidays) at an accessible location in Key West, Florida. Further, LESSEE/SUBLESSOR agrees to maintain said records for at least three years after the termination of the lease.

Section 19. This lease agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this lease agreement must be in a court of competent jurisdiction in Monroe County, Florida.

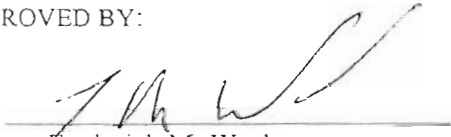
ATTEST: DANNY KOLHAGE, CLERK

By: 
Deputy Clerk
(Seal)

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

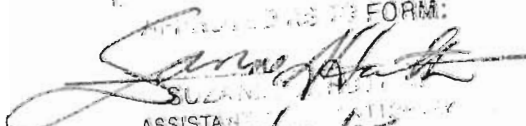
By: 
Mayor/Chairman
Dixie M. Spchar

APPROVED BY:

By: 
Frederick M. Work
Pinewood Memorial Cemetery, Inc.

FLORIDA KEYS FUNERAL SERVICES,
LLC


By: 
President

ATTORNEY
APPROVED AS TO FORM:

SUZANNE
ASSISTANT ATTORNEY
Date 1/12/05

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.



(signature)

Date: 2/7/05

STATE OF MISSOURI

COUNTY OF ST. LOUIS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

FREDERIK M. WORK who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 7th day of FEBRUARY, 2005



NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

