

**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 Contract: James R. "Reggie" Paros/289-6002

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**AGENDA ITEM WORDING:** Approval of Lease Extension with Beyer Funeral Home to continue to 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

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**ITEM BACKGROUND:** The Medical Examiner continues to utilize the funeral home located in Key Largo as an interim facility to perform autopsies and post mortem examinations for some cases that originate in the Upper Keys area. According to the Engineering Department, the current projected date for substantial completion of the new Medical Examiner's facility is May, 2008. The attached Lease Extension extends the agreement under the same terms and conditions, on a month-to-month basis, until the new Medical Examiner facility is completed.

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**PREVIOUS RELEVANT BOCC ACTION:** On July 19, 2006, the Board approved a Lease Agreement with Beyer Funeral Home, to lease premises for use as interim Medical Examiner facilities for a one year period. On July 18, 2007, Board approved extension of agreement on a month-to-month basis until completion of the new facility.

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**CONTRACT/AGREEMENT CHANGES:** The Lease Extension extends the current agreement on a month-to-month basis, under the same terms and conditions.

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**STAFF RECOMMENDATION:** Approval

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**TOTAL COST:** \$215 per month

**BUDGETED:** Yes X No \_\_\_

**COST TO COUNTY:** same as above  
Examiner's

**SOURCE OF FUNDS** Medical  
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 #: \_\_\_\_\_

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract # \_\_\_\_\_

Contract with: Beyer Funeral Home      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      6002      HCD - Stop 15  
 (Name)      (Ext.)      (Department)

for BOCC meeting on December 19, 2007      Agenda Deadline: December 4, 2007

**CONTRACT COSTS**      **FY 2008**

Total Dollar Value of Contract: \$2,580.00 yr.      Current Year Portion: \$2,580.00 yr.

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>12/4/2007</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/4/2007</u>
Risk Management	<u>12-4-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12-4-07</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> <u>Rev. Reed, 11/21/07</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>11/15</u>

Comments: \_\_\_\_\_

**LEASE EXTENSION  
FOR LEASE OF 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 Beyer Funeral Home, to extend the lease agreement dated July 19, 2006.

**WITNESSETH:**

WHEREAS, the lease between the parties dated 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 July 19, 2006 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.

(Seal)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

BEYER FUNERAL HOME

By: *[Signature]*  
President

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*[Signature]*  
SUSAN M. GRIMBLEY  
ASSISTANT COUNTY ATTORNEY  
Date 12-3-2007

## LEASE AGREEMENT

THIS LEASE is made and entered into this 19<sup>th</sup> day of July, 2006, by BEYER FUNERAL HOME, 101640 Overseas Highway, Key Largo, Florida 33037, hereafter LESSOR, and Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter COUNTY.

WHEREAS, LESSOR is the sole owner of the premises described in this lease; and

WHEREAS, the COUNTY desires to lease premises for use as a Medical Examiners facilities; now, therefore

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

Section 1. LESSOR leases to the COUNTY refrigeration and operating facilities at 101640 Overseas Highway, Key Largo, Florida.

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

Section 3. The term of this lease is for one year, commencing October 1, 2006 and ending September 30, 2007. The County may exercise an option to renew this lease for one additional year under the same terms and conditions by providing to Lessor 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 4. The total rental due for the premises for the first year period is \$2,580.00, payable monthly as follows:

a) Beyer's Funeral Home Facility at \$215.00 per month, which includes refrigeration and use of the facilities for autopsies and post mortem examinations.

The LESSOR shall submit monthly invoices to Monroe County Housing and Community Development, 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 5. The COUNTY shall be responsible for providing all equipment needed to carry out the functions of the Medical Examiner.

Section 6. All utility and normal refuse services shall be supplied by LESSOR, with the exception of biohazardous waste, which is under the jurisdiction of the Office of the Medical Examiner.

Section 7. The COUNTY may not assign, sublease, pledge, mortgage or hypothecate this lease or any interest that the COUNTY has under this lease without the permission of the LESSOR.

Section 8. To the extent allowed by law, the COUNTY is liable for and must fully defend, release, discharge, indemnify and hold harmless the LESSOR 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 COUNTY'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 LESSOR, subject to the terms and conditions of Florida Statutes §768.28.


Section 9. The LESSOR 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 LESSOR 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 County 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 10. 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.

(Seal)

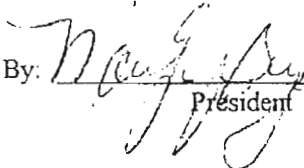
ATTEST: DANNY KOLHAGE, CLERK

By:   
Deputy Clerk

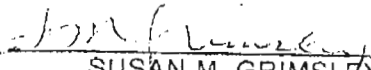
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By:   
Mayor/Chairman

BEYER FUNERAL HOME

By:   
President

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUSAN M. GRIMSLÉY  
ASSISTANT COUNTY ATTORNEY

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

ETHICS CLAUSE

Beyer Funeral Home 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.

Marilyn J. Beyer  
(signature)  
Date: June 27, 2006

STATE OF Florida  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
MARILYN J. BEYER who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 27 day of June, 2006

C. William Langstaff  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

