AGREEMENT FOR
INDIGENT CREMATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and NorthStar Funeral Services of Florida, LLC dba: Fort Myers Memorial Gardens Funeral Home (Vendor Name), a Florida corporation, whose address is 1589 COLONIAL BLVD, FORT MYERS, FL 33907 (Vendor Address), and whose federal tax identification number is 61-1479229 (Vendor FEIN), hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase cremation and disposal services from the Vendor in connection with "Indigent Cremation" (the "Purchase"); and,

WHEREAS, the County sent a letter inviting participation in the County's Indigent Cremation rotation list on Friday, September 22, 2023; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of this agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue through September 30, 2024. The effective date shall be October 1, 2023.

B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

C. Services shall be delivered in accordance with Exhibit A Scope of Services, attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement, and as supported by the Vendor's response to the letter inviting participation.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage

required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIMELY PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the perfromance of services are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor.

C. The Vendor specifically agrees that performance shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

X. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XI. TERMINATION

A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 45 days.

D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	Timothy E. Haskell	Names:	Dave Harner	Roger Mercado
Title:	Funeral Home manager	Titles:	County Manager	Director of Human and Veteran Services
Address:	1509 Colonial Blvd, Ft. Myers, FL 33907	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	239-936-0555	Telephone:	239-533-2221	239-533-7920
Facsimile:	239-275-1120	Facsimile:	239-485-2262	239-533-7960
E-mail:	haskellt@nsmg.com	E-Mail:	dharner@leegov.com	rmercado@leegov.com

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
   1. Agreement
   2. County's Purchase Order

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Daniel R. Keating

Print Name: Daniel R. Keating

VENDOR NAME: Fort Myers Memorial Gardens

Signed By: _____

Print Name: Timothy E. Hastell

Title: Funeral Home Manager

Date: 10/2/2023

LEE COUNTY

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL SCOPE OF PROJECT
   1.1. Lee County Human and Veteran Services is seeking licensed and insured funeral establishments to participate in the indigent cremation program. The purpose of the indigent cremation program is to provide final disposition in accordance with the law for deceased persons who have no family, or whose family cannot afford private funeral arrangements. Funeral establishments with current licenses, insurance, local business tax receipt and vendor application will be added to the County's monthly rotation list.

2. BACKGROUND
   2.1. Chapter 406, Florida Statutes, requires that each county, through their Board of County Commissioners, assume financial responsibility for the disposition of unclaimed or indigent bodies that die within the confines of their county. The County has delegated administration of this function to the Lee County Human and Veteran Services department (HVS), and in February 2004, the County formalized the policy of the program via Lee County Administrative Code 15-7 – *Indigent Cremation/Burial Policy*. The definitions, requirements, and limitations contained within the Lee County Administrative Code 15-7 – *Indigent Cremation/Burial Policy* shall apply and are incorporated into these Detailed Specifications.

3. SCOPE PROVISIONS, VENDOR REQUIREMENTS
   3.1. All services provided under this Agreement shall comply with all rules, laws, and practices of the State Board of Funeral Directors and Embalmers of Florida; all applicable State laws inclusive of Florida Statute; and any applicable Lee County Ordinances and Administrative Codes.

      3.1.1. Vendor shall be responsible for full understanding and proper compliance with the following statutes that are of utmost importance to this Agreement. The following are not intended to be an all-inclusive list, but rather note those of extreme importance to the services being provided by the Vendor under this Agreement.
         3.1.1.1. Florida Statute 406 (entire chapter)
         3.1.1.2. Florida Statute 497 (entire chapter)
         3.1.1.3. 38 C.F.R. s. 38.620
         3.1.1.4. Lee County Administrative Code 15-7

   3.2. The Vendor must have sufficient storage to accommodate all bodies brought to its location for services. Bodies which the Medical Examiner has declined jurisdiction on will go straight to the Vendor's funeral home and the Vendor shall be responsible for adequate storage.

3.3. The Vendor shall be available to provide services under this Agreement within reasonable amount of time from notification by County authorized representative via email, telephonic, mobile, facsimile, or any other means of communication.

3.4. Should the vendor receive remains outside of their schedule rotation, the Vendor who is on rotation shall be provided first right of refusal.

3.5. The Vendor shall complete a due diligence search and request payment from any identified next of kin, or other person who is legally authorized to make decisions regarding the remains. Evidence of such search shall be provided to Lee County Human and Veteran Services along with the decedents full name, date of birth, date of death, social security number, and Copy of Death Certificate or Death Registration System Record.

3.6. The Vendor shall be responsible for filing, with the appropriate agencies, according to legal timeframes and requirements, all of the required documentation pertaining to the service performed under this Agreement including, but not limited to:

3.6.1.1. Burial Transit Permit
3.6.1.2. Death Certificate (Uncertified)
3.6.1.3. Social Security Form/Proof of Death
3.6.1.4. Medical Examiner Authorization to Cremate (NOTE: The Medical Examiner will waive the cremation fee for all County cremations).

3.6.2. If more than one appearance is required for the completion of the filing of such documents, the County will reimburse the Vendor for costs associated with amended filings

3.7. The Vendor is responsible for and shall expedite submission of a free death notice to the local newspaper to assist the County in next-of-kin search.

4. TRANSPORTATION-LOCAL

4.1. The Vendor shall provide all needed transportation within Lee County at no extra charge (i.e., transport from the hospital or Medical Examiner's office to Vendor location and/or crematorium).

5. TRANSPORTATION OUT OF LEE COUNTY

5.1. The County, on occasion, may require transportation of the deceased to cemeteries or other facilities within the state of Florida, e.g., Florida National Cemetery in Bushnell, the State Anatomical Board in Miami, FL, or the Sarasota National Cemetery. The Vendor shall provide a charge per mile to destinations outside of Lee County in the space provided on the Bid/Proposal Form. Vendor will be paid the per mile charge from Vendor facility to destination and from destination back to Vendor facility (round trip).

6. EMBALMING FOR MEDICAL SCHOOLS/FACILITIES

6.1. The County may, on occasion, require that the deceased be prepared for acceptance by a State Medical School or medical facility, e.g., the State Anatomical Board in Miami. The preparation for a medical school or facility shall include embalming.

7. VALUABLES/PERSONAL POSSESSIONS

7.1. The Vendor shall handle all valuables of the deceased in their possession in the following manner:

7.1.1. Personal effects shall be made available to the family of the deceased; if no family is available, the personal effects shall be turned over to the County in the event the family makes contact at a future date.

7.1.2. Assets such as cash, bank account documents, etc. shall be provided to the County for any efforts to recoup costs associated with services.

8. CREMATION SERVICES

8.1. Any cremation requested shall be direct cremation (no viewing, no service).

8.2. The Vendor shall provide a temporary all-purpose urn, which shall be suitable for shipping.

8.3. For cremations authorized by the County, where no other legally authorized person can be found, the Vendor shall arrange for proper disposal of the remains per Florida Statute 497.607(3)(a).

9. SPECIAL SERVICES

9.1. It may be necessary, on rare occasions, for the Vendor to provide special services. These could include, but are not limited to, such things as oversized cremation or burials that could incur cost above the prices for normal services. The County will reimburse the Vendor, as approved on a case-by-case basis by the County, for additional cost incurred. The Vendor agrees, if necessary, to purchase services required to complete these special services from other Vendors (with the exception of the local cemetery) and, in turn, be reimbursed by the County.

10. INVOICES /PAYMENTS

10.1. A Cremation shall not be performed until a legally authorized person gives written authorization for such cremation pursuant to F.S. 497.005 sub-section (43).

10.2. All appropriate documentation must be attached to the invoice. For example, scattering at sea charge must include U.S. Environmental Protection Agency Burial at Sea form, chain of custody from contracted Vendor to anatomical board, shipping receipt for cremated remains.

10.3. Burial at sea reporting form shall be required by the EPA within 30 days of burial at sea or scattering of remains. Form can be located at https://www.epa.gov/ocean-dumping/burial-sea-reporting-form at the time of posting.

10.4. Vendor shall provide with invoicing copies of all completed and filed documentation for services rendered under this Agreement. Vendor shall additionally include receipts for any reimbursement request items such as amended death certificate services.

10.5. All invoices and associated invoicing documentation shall be submitted following fulfillment of services to:

Lee County Human and Veteran Services
Attn: Melanie Arias
2440 Thompson St.
Fort Myers, FL 33901

11. RESPONSIBITIES OF THE COUNTY

11.1. The County will provide telephonic, facsimile or email notification to the Vendor when services are needed.

11.2. If the deceased has no known relatives, the County will conduct a reasonable search for same prior to authorizing cremation or burial.

11.3. The County will provide determination of deceased person's Veteran status according to Florida Statutes and coordinate such service requests with Vendor for proper Veteran burial or cremation services.

11.4. Vendor shall be aware that no services detailed in this specification shall be performed without first receiving authorization from the County.

End of Detailed Specifications

EXHIBIT B
RATE SCHEDULE

Service	Payment Rate
Transportation to pick up body from funeral homes, the medical examiner's office, hospitals, nursing homes, assisted living facilities, Hospice, or private homes;	$350
Transportation of human remains to crematory;	
Use of crematory facility and equipment;	
Provision of cremated remains to family in a simple container in accordance with applicable Florida statutory and regulatory requirements, or, for cremated remains that remain unclaimed, the contractor shall dispose of the remains pursuant to the requirements of § 497.607(2), Florida Statutes (2015), as amended or transferred, including any rules or regulations relevant thereto.	

EXHIBIT C

INSURANCE REQUIREMENTS

Lee County
Southwest Florida

Vendor Pay Application

Date 10/2/2023

I. Business Information

Business Name/DBA Fort Myers Memorial Gardens
Business Phone 239-936-0555

Individual Name Timothy E. Haskell
Business Fax 239-275-1120

Address 1589 Colonial Blvd.
Cell Number

City Fort Myers State FL Zip Code 33907
Email Address haskellt@nsmg.com

Contact Name Timothy E. Haskell
Website (If Applicable)

II. Tax Filing Status

Check the box that applies to your business and complete the appropriate fields below.

☐ Individual / Sole Proprietor ☐ Non-Profit Organization ☐ Partnership ☐ Corporation

Social Security # Federal Tax ID # 20-5699506 DUNS # 803601165

III. Business Type

Check if any box applies to your business and enter the certification number.

☐ Local Business ☐ DBE ☐ MBE ☐ WBE Certification #

IV. Payments

Provide mailing address for payments if different than the above address.

Remittance Name Northstar Memorial Group, LLC

Address 1900 Saint James Place, Suite 300

City Houston State TX Zip Code 77056

V. Business License Information

Provide information for all that apply.

Florida State Certified License # FO50018
BUS2007-01554
Florida State Registration License #

Florida Local Business Tax Receipt # Lee County Competency (Contractor) License #

I hereby certify that the information supplied herein is correct:

Name Timothy E. Haskell Title Funeral Home Manager

Signature Date 10/2/2023

Lee County Board of County Commissioners - Procurement Management
2115 Second Street, 1st Floor - Fort Myers, FL 33901
PO Box 398 - Fort Myers, FL 33902-0398
Phone: (239) 533-8881
Email: procurement@leegov.com

Lee County
Tax Collector
Noelle Branning

Local Business Tax Receipt

FT MYERS MEMORIAL GARDENS FUNERAL HOME
NORTHSTAR MEMORIAL GROUP LLC
1589 COLONIAL BLVD
FT MYERS, FL 33907

Dear Business Owner:

Your **2023 - 2024** Lee County Local Business Tax Receipt is attached below for account number / receipt: number: **1017609 / 1000146**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

K. Noelle Branning

Lee County Tax Collector

2023 - 2024
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1017609
Receipt Number: 1000146
State License Number: F047570

Account Expires: September 30, 2024

Location:
1589 COLONIAL BLVD
FT MYERS, FL 33907

May engage in the business of:
FUNERAL HOME (101-0100)
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

FT MYERS MEMORIAL GARDENS FUNERAL HOME
NORTHSTAR MEMORIAL GROUP LLC
1589 COLONIAL BLVD
FT MYERS, FL 33907

Payment Information:		
PAID	DP-00-01370472	07/27/2023
		$30.00

Lee County Tax Collector
Noelle Branning

Local Business Tax Receipt

FT MYERS MEMORIAL GARDENS FUNERAL HOME
NORTHSTAR MEMORIAL GROUP LLC
1589 COLONIAL BLVD
FT MYERS, FL 33907

Dear Business Owner:

Your **2023 - 2024** Lee County Local Business Tax Receipt is attached below for account number / receipt: number: **1017479 / 0906463**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

R. Noelle Branning

Lee County Tax Collector

2023-2024
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1017479
Receipt Number: 0906463
State License Number:

Account Expires: September 30, 2024

Location:
1589 COLONIAL BLVD
FT MYERS, FL 33907

May engage in the business of:
SITE LICENSE
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

FT MYERS MEMORIAL GARDENS FUNERAL HOME
NORTHSTAR MEMORIAL GROUP LLC
1589 COLONIAL BLVD
FT MYERS, FL 33907

Payment Information:		
PAID	DP-00-01370472	07/27/2023
		$ 20.00

Licensee Search

Search Result: Licensee Data

10/2/2023

Demographic Information

Name of Licensee:	NORTHSTAR FUNERAL SERVICES OF FLORIDA LLC
License #:	F047570
Preferred Mailing Address:	1900 ST. JAMES PLACE, SUITE 300 TRUST COMPLIANCE HOUSTON TX 77056
Business Location Address:	1589 COLONIAL BLVD FORT MYERS FL 33907
Doing Business As:	FORT MYERS MEMORIAL GARDENS FUNERAL HOME

License Data

Type of License:	FUNERAL ESTABLISHMENT
Original Issue date:	07/12/2007
Status date:	11/10/2022
Status:	VALID
Expiration date of License :	11/30/2024
Type of License:	APPRENTICE/INTERN TRAINING AGENCY
Original Issue date:	07/01/2008
Status date:	07/01/2008
Status:	VALID
Expiration date of License :	

Funeral Director In Charge

License #:	F044487
Licensee Name:	HASKELL, TIMOTHY E

DISCLAIMER

If you believe that any of the information reported regarding a particular license is inaccurate, please call the FCCS Division staffer who handles the category of license involved (see the "Who to Call" list on the Division webpage). The FCCS Division main phone line is 850-413-3039.

- 2011 © Florida Department of Financial Services

- Division of Funeral,Cemetery and Consumer Services
  HOTLINE 1-800-323-2627
  200 East Gaines Street · Tallahassee, Florida 32399-030

AGENCY CUSTOMER ID: 00099048

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Stephens Insurance, LLC	NorthStar Memorial Group, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Re: 2021-2022 Lee County Indigent Cremation Program

The following entity is included as a Named Insured:

Fort Myers Memorial Gardens
1589 Colonial Boulevard
Fort Myers, FL 33907

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Licensee Search

Search Result: Licensee Data

10/2/2023

Demographic Information

Name of Licensee:	NORTHSTAR CEMETERY SERVICES OF FLORIDA LLC
License #:	F056039
Preferred Mailing Address:	1900 ST. JAMES PLACE, SUITE 300 TRUST COMPLIANCE HOUSTON TX 77056
Business Location Address:	1589 COLONIAL BLVD FORT MYERS FL 33907
Doing Business As:	MEMORIAL CREMATORY

License Data

Type of License:	CINERATOR FACILITY
Original Issue date:	06/26/2009
Status date:	11/10/2022
Status:	VALID
Expiration date of License :	11/30/2024

Funeral Director In Charge

License #:	F044487
Licensee Name:	HASKELL, TIMOTHY E

DISCLAIMER

If you believe that any of the information reported regarding a particular license is inaccurate, please call the FCCS Division staffer who handles the category of license involved (see the "Who to Call" list on the Division webpage). The FCCS Division main phone line is 850-413-3039.

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- Division of Funeral,Cemetery and Consumer Services
  HOTLINE 1-800-323-2627
  200 East Gaines Street · Tallahassee, Florida 32399-030

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2021

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 Stephens Insurance, LLC 9 Greenway Plaza, Suite 1200 Houston TX 77046	CONTACT NAME: Rose Campbell PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: rose.campbell@stephens.com
INSURED NorthStar Memorial Group, LLC 1900 St. James Place - Suite 300 Houston TX 77056	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Sompo America Insurance Company — 11126 INSURER B: Allied World Assurance Company Ltd INSURER C: Endurance American Specialty Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GDLS1013N0	04/28/2021	04/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ADVS1141P0	04/28/2021	04/28/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			03128554	04/28/2021	04/28/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCDS1126A0	04/28/2021	04/28/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Equipment Leased or Rented			ESP30000552103	12/31/2020	12/31/2021	Per Item Deductible	$250,000 $50,000

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

If required by written contract, Certificate Holder is included as Additional Insured with respects to all policies with the exception of the Workers Compensation policy.

CERTIFICATE HOLDER

For Informational Purposes Only

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

Stratt Wallace

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