

Solicitation 785-9854
Cemetery Management Services



City of Fort Lauderdale

Bid 785-9854 Cemetery Management Services

Bid Number 785-9854
Bid Title Cemetery Management Services

Bid Start Date Oct 30, 2007 9:46:16 AM EDT
Bid End Date Dec 4, 2007 2:00:00 PM EST
Question & Answer End Date Nov 16, 2007 5:00:00 PM EST

Bid Contact Richard Ewell
Purchasing
rewell@fortlauderdale.gov

Pre-Bid Conference Nov 15, 2007 10:00:00 AM EST
Attendance is optional
Location: Lauderdale Memorial Park Cemetery
2001 SW 4 Avenue
Fort Lauderdale, FL 33315

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide management, operations and maintenance of the municipal cemeteries for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

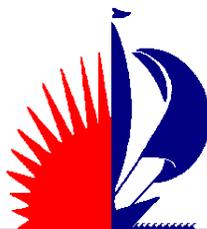
For a copy of the RFP, go to www.rfpdepot.com.

Request for Proposal

785-9854

Cemetery Management Services

***Opens: December 4, 2007
2:00 p.m.***



Venice of America

***City of Fort Lauderdale
Issued for Business Enterprises Department
By the Procurement Services Department***

***Richard Ewell, CPPB
(954) 828-5138***

E-mail: *rewell@fortlauderdale.gov*

Visit us on the web at www.ci.fort-lauderdale.fl.us/purchasing

(954) 828-5933

PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide management, operations and maintenance of the municipal cemeteries for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. While attendance is not mandatory, tours at other times might not be available.

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

It is strongly suggested that all proposers attend the pre-proposal conference and site visit. For directions contact Julius Delisio at 954-745-2141.

04. ELIGIBILITY

To be eligible to respond to this RFP, the proposing Contractor must demonstrate that the company and/or the principals assigned to the contract have successfully operated, maintained and managed the same or substantially similar cemetery operations as specified in the Technical Specifications/Scope of Services section of the RFP, including a minimum of 5-years experience in operating full service cemeteries, consisting of multiple sites within a geographic area.

05. PROPOSAL SECURITY

Each proposal shall be accompanied by RFP security in the form of Cashiers Check or Surety Bond payable to the City of Fort Lauderdale, and shall be in the amount equal to ten percent (10%) of the first years' annual base payment as proposed. The City reserves the right to reject any and all security tendered to the City. RFP security will be returned to unsuccessful proposers upon execution of a contract with the successful proposer.

Failure of the successful proposer to execute a contract, file any required Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

06. PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT

The Contractor will execute and deliver to the City, within thirty (30) days after notification of award, a cash deposit, performance bond or unconditional irrevocable letter of credit payable to the City, in the face amount of two hundred fifty thousand (\$250,000.00) dollars and a cash deposit of ten thousand (\$10,000.00) dollars as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the agreement by the Contractor.

In the event the Contractor fails to perform in accordance with the terms and conditions of the contract, or defaults on any payments to the City, the deposit of \$10,000.00 will be immediately forfeited to the City.

PART II - RFP SCHEDULE

Release RFP	10/29/07
Pre Proposal Conference: Lauderdale Memorial Park Cemetery 2001 SW 4 Ave., Fort Lauderdale, FL. 10:00 AM	11/15/07
Last Date for Receipt of Questions of a Material Nature	11/16/07
Addendum Release (If required)	11/20/07
PROPOSAL DUE (Prior to 2:00 PM)	12/04/07

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 07/07 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

04. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

05. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

06. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

07. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

08. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City of Fort Lauderdale. The City is receptive to any service, which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as an approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

09. CONTRACT PERIOD

The initial contract term shall commence October 1, 2008 and shall expire five (5) years from that date. Upon mutual agreement of the Contractor and the City the contract may be extended for an additional five (5) year, term providing all terms, conditions and specifications remain the same., Both parties must agree to the extension, and such extension must be approved by the City.

The right to exercise this extension is dependent upon: (a) the Contractor being in compliance with all terms and conditions of the Agreement; (b) the Contractor timely completing the capital improvement plan and (c) the City and Contractor agreeing upon a new five-year capital improvement plan. Either party must give written notice to the other party no less than three hundred sixty five (365) calendar days prior to the end of the then current term of its desire to extend the term an additional five (5) years.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

11. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

12. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method, which is the same, or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

15. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. the excuse of performance is of no greater scope and of no longer duration than is

required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

16. INSURANCE

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the Contractor's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person

\$500,000 each occurrence
Property damage \$100,000 each occurrence
Combined single limit \$1,000,000 (bodily injury and property
damagelcombined)

Fire and Casualty Insurance in a standard form policy or policies of fire insurance with standard extended coverage endorsement in the amount not less than eighty percent (80%) of the replacement value of the buildings and improvements located on the premises.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

It is agreed by and between the Contractor and the City of Fort Lauderdale that in the event any person, firm or corporation should sustain damages not covered by the insurance furnished by the Contractor as herein provided or in excess of the limits of said insurance, then in that event, the Contractor agrees to indemnify and hold harmless the City.

17. IDEMINIFICATION CLAUSE

The Contractor agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind, including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of this Agreement. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Contractor shall also specifically defend the City in any court action or administrative proceeding, including appeals therefrom, brought against the City as the result of any such claim, at no cost or expense to the City,

18. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>.

19. TRANSACTION FEES:

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/Contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

20. SUB-CONTRACTING:

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City.

21. CONTRACT COORDINATOR

The City will designate a Contract Coordinator whose principal duties shall be :

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

22. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator will develop a Contractor performance evaluation report. This report will be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- | | |
|-----------|---|
| Excellent | Far exceeds requirements. |
| Good | Exceeds requirements |
| Fair | Just meets requirements. |
| Poor | Does not meet all requirements and Contractor is subject to penalty provisions under the contact. |

Non compliance Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

23. SUPERVISION OF CONTRACT PERFORMANCE

The City understands the extensive operational challenges in providing services in the death care industry and is determined to protect the City's interest and assets. Performance under this contract shall be supervised by the City Manager or his designee, who shall also administer the contract. The Contractor shall provide an Office for the designated individual to be on site for the monitoring, compliance and oversight of the operation. General office use and items needed to perform certain tasks by the individual in this capacity shall be at no additional charge to the City. If, at any time during the contract period, performance is unsatisfactory, the Contractor upon notification by the City Manager or his designee shall provide an immediate response to a corrective action plan to remedy deficiencies identified. This may include increase in staffing, tools, equipment, personnel changes, or other items. Any actions or costs required to correct such deficiency or unsatisfactory performance shall be without any cost to the City. This provides the City and the public with assurance of continuity of Cemetery operations and operational knowledge should the Contractor, for any reason, be unable to fulfill the terms and conditions of this contract.

24. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide management, operations and maintenance of the Municipal Cemeteries in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

The Cemetery System consists of the following cemetery properties owned by the City, as legally described in Section 10-26 of the City of Fort Lauderdale Code of Ordinances, a copy of which is made a part of this RFP as **Exhibit "A"**.

Lauderdale Memorial Park
Sunset Memorial Gardens
Evergreen Cemetery
Woodlawn Cemetery

02. GENERAL SPECIFICATIONS

All work shall be performed in a professional manner. The Contractor's code of Ethics shall be provided as part of this proposal.

Qualified individuals shall be experienced in cemetery operations, including administration, grounds and facilities maintenance, and burial services.

The Contractor shall, prior to initiating operations and without any expense to the City, possess all license and permits required.

All personnel, except administrative and clerical shall be uniformed for recognition and to reflect credit upon the Contractor and cemeteries. Employees shall be dressed to comply with all OSHA safety standards.

When working outside perimeter fencing of the cemeteries, warning signs and/or barricades shall be used.

The Contractor shall maintain all equipment in good and safe condition with mower blades maintained in sharp condition to insure smooth and even cutting.

All vehicles and equipment shall be plainly marked to identify the cemetery system and the Contractor.

The Contractor shall be responsible for removing all trimmings, excess soil, and debris as well as trash, paper, glass, and other litter through proper disposal methods and shall be responsible for disposing of such debris in accordance with all applicable City, County, and State regulations, ordinances, and/or laws.

The Contractor shall retain, abide by and enforce the existing Rules and Regulations of the Cemetery System, a copy of which is made a part of this RFP as **Exhibit "B"**. Changes to the Rules and Regulations must be approved by the City.

03. DETAILED SPECIFICATIONS

The property included in this contract is the Municipal Cemetery System, , legally described in Chapter 10, Article II, Division I, Sec. 10-26 of the City of Fort Lauderdale Code of Ordinances, and consisting of the following cemeteries, (see **Exhibit "A"**):

Lauderdale Memorial Park, 2001 SW 4th Avenue, Fort Lauderdale, FL 33315

Sunset Memorial Gardens, 3201 NW 19th Street, Fort Lauderdale, FL 33311

Evergreen Cemetery, 1300 SE 10th Avenue, Fort Lauderdale, FL 33316

Woodlawn Cemetery 1900 NW 10 St, Fort Lauderdale, FL 33301

Services included in the contract are the total management of the Municipal Cemetery System, including but not necessarily limited to providing administration, maintenance, and all operational services normally provided in a first class full service cemetery.

The cemeteries shall be operated under the scope of and in compliance with all pertinent State Statutes pertaining to cemeteries.

The public shall have minimum daily access to the cemeteries seven days each week from 8:00 am to 5:30 pm. The Contractor's office hours of operation shall be no less than 8:00 am to 4:30 pm, Monday through Friday and reduced hours on Saturday. Contractor shall conduct the traditional Memorial Day ceremonies and Holiday programs, and is encouraged to expand into other holiday programs, subject to reasonable rules and regulations.

Ownership of the Perpetual Care Trust Fund shall remain with and under the control of the City and shall comply with all regulatory laws. However, the annual income from the trusts will be available to the Contractor through the submission of appropriate documentation to the City to substantiate a request for the withdrawal of Trust income, being only interest and dividends and less 50% of all bank fees. All requests for the withdrawal of trust fund income will be made no more frequently than on a quarterly basis. Request for withdrawals must be submitted in a format acceptable to the City and all charges supported. Payment is required to be approved by the City and Cemetery Advisory Board of Trustees.

The Contractor will accept the current balances due on all accounts receivable and shall honor all existing pre-need sales and provide the appropriate service and/or merchandise in accordance with Florida State Statute Chapter 497 ,without additional charge to the customer and without expense to the City of Fort Lauderdale.

Contractor shall comply with Florida State Statute, Chapter 497, before any pre-need sales of service or merchandise occurs. Contractor shall provide City with the form of any pre-need contract proposed to be used at any of the cemeteries. City shall have the right of approval of such form of contract prior to use at any of the cemeteries, such approval shall not be unreasonably withheld. The Contractor acts as a broker on behalf of the City for all pre-need contracts for any and all rights of property for final disposition of remains and for merchandise and services.

Upon termination, or expiration of this contract, the City will retain ownership of all pre-need contracts and accounts receivable inclusive of the Service and Merchandise Trust Fund as established by and subject to Florida State Statute 497. Upon termination or expiration of this contract, the Contractor will assist the City to ensure all contractual obligations are transferred to the City or another entity as determined by the City.

At any time during the duration of this contract should the City or Contractor provide notice of termination or non-renewal the Contractor shall continue to permit the City access and reporting capabilities from any automated Cemetery system in use and shall provide full assistance in transitioning any and all Cemetery files, and assist in any licensing agreements that may be needed to continue to operate such system.

The Contractor will have at his own expense the right to plat and/or re-plat the cemetery properties to provide for the highest and best utilization of the available land. Any changes under this activity must comply with all statutory regulations and are subject to approval by the City

The Contractor will have the right and authority to market any and all services and merchandise currently offered. Introduction of major new merchandise or services shall be subject to City review and approval. Such approval shall not be unreasonably delayed or denied.

Contractor shall utilize the General Price List (GPL), a copy of which is made a part of this RFP as **Exhibit "C"**, in place at time the contract is executed. Changes to the GPL must be submitted to the City for approval by the Cemetery Advisory Board of Trustees and a Resolution by the City Commission. All GPL changes must be shown to be competitive with local market conditions. GPL changes are to be submitted no more than annually.

All buildings on the properties, all facilities furnishings and all equipment regardless of its nature and age, with the exception of those items related to information technology, which are currently used in the operation of the Cemetery System, will be made available without cost to the Contractor in "as is" condition. Motor vehicles shall be titled in the name of the Contractor. City does not warrant the condition of any equipment. All equipment shall be used solely for operations of the Cemetery System.

A complete inventory of all capital assets valued at greater than one thousand dollars (\$1000.00) will take place on an agreed upon date prior to transition,

The Contractor agrees to provide at his expense appropriate maintenance to all building structures and to all equipment received from the City and to return either the item or its replacement unit to the City at the Contractor's expense at the end of the contract period in first class condition.

The Contractor agrees to continue the cemeteries' turf and memorial maintenance equal to current standards, as outlined in the Grounds and Maintenance Standards, a copy of which is made a part of this RFP as **Exhibit "D"**, or improved standards. Irrigation activities will comply with the current South Florida Water Management District and Broward County regulations.

All real property and improvements located on the premises shall remain under the ownership of the City. Contractor may make alterations or additions to the premises other than those specified in its schedule of capital improvements, but unless made on an emergency basis to prevent injury to person or property, Contractor shall submit plans of any alterations or additions with a value of more than twenty five thousand (\$25,000) dollars to the City for approval. Such approval shall not be unreasonably withheld; provided, however, Contractor shall obtain, at Contractor's sole cost, all necessary building and other permits relating to such alterations or additions.

During the term of the contract, Contractor shall finance and construct capital improvements as proposed by the Contractor and accepted by the City. In planning and making capital improvements, Contractor shall achieve standards comparable to those achieved at comparable cemeteries.

All capital improvements, alteration, or additions shall be made at Contractor's sole expense and shall become the property of the City upon termination of this contract. Contractor shall provide the City with as-built plans for any structural capital improvements or for any underground irrigation system that may be installed, within sixty (60) days of such installation.

The City of Fort Lauderdale and Cemetery Advisory Board of Trustees has proposed the following Capital Improvements over the next five-year period. Based on the extent of such capital improvements, funds may be made available by the City Cemetery Advisory Board of Trustees from the Perpetual Care Trust Fund Capital Gains and final approval of the City of Fort Lauderdale Commission. No funds will be made available for constructing any mausoleums.

Capital Improvement proposed:

Master Plan for Lauderdale Memorial Park, Sunset Memorial Gardens and Evergreen Cemetery and Woodlawn Cemetery
New entrances at Lauderdale Memorial Park and Sunset Memorial Gardens
Resurfacing of roads at Lauderdale Memorial Park and Sunset Memorial Gardens
Decorative trash units at all Cemeteries
Final surveying and pinning of Garden 2 at Sunset Memorial Gardens.
Demolition of old office/ maintenance facility at Sunset Memorial Gardens and construction of a new maintenance building similar to that at Lauderdale Memorial Park
Legally vacate, survey and pin grassed roads in Evergreen Cemetery
Design and build new Mausoleum Complexes at Lauderdale Memorial Park and Sunset Memorial Gardens
Enhanced landscaping, to be determined, for all Cemeteries

The Contractor shall recognize the City's commitment to provide indigent burials and shall cooperate with State and County agencies in continuing to make this vital community service available.

The Contractor will agree to employ as many as possible of the employees currently working in the Cemetery System who are qualified for open positions and who wish to work for the Contractor at the pay and benefit rates offered by the Contractor.

04. LATE PAYMENT

Any payment which Contractor is required to make to the City which is not paid on or before the respective dates provided for in this agreement shall be subject to interest at the highest rate allowed by law, from the due date of the payment until such time as payment is actually received by the City.

Any payment which Contractor is required to make to the City which is not paid within thirty (30) days after the respective date provided for in this agreement shall be subject to a late payment charge in the amount of one percent (1%) of the amount of payment due. Such late payment charge shall be in addition to interest due and both the late payment charge and interest shall be added to the payment when made.

The Contractor shall be liable for any and all taxes which may arise as a result of this contract, including possible Florida Sales Taxes on Rental Property, Ad Valorem Property Taxes (if applicable), or any other taxes imposed by the State, Federal or Local Governments.

Contractor shall pay before delinquency all charges for utilities, including but not limited to water, electricity, gas, heating, cooling, sewer and telephone used by the Contractor on the premises. Contractor shall have the right to receive all vendor and utility discounts that were available to the City prior to the term of this Agreement, unless such an arrangement is not legal.

Contractor shall comply with all applicable laws and regulations pertaining to fire protection and shall impose and enforce parking restrictions for the purpose of keeping access roads open as needed for the use of fire fighting equipment.

Contractor agrees to provide security measures, which are reasonably calculated to protect the premises including equipment, materials, and facilities, provided , that such security measures shall not violate other terms of this contact.

Contractor shall not erect, install, maintain, or display any exterior sign on the premises without obtaining prior consent of the City. Such consent shall not be unreasonably delayed or denied. Signage shall conform to applicable City codes.

In the event that any lien or encumbrance of any nature is filed on the premises, Contractor shall have such lien or encumbrance bonded or otherwise discharged within sixty (60) days of written notice from the City.

05. EMERGENCIES

In case of emergencies such as a hurricane warning or severe storm, or any other act of god, or misfortune, the Contractor will take action to secure the cemeteries to minimize or deter further damage or injuries. Any and all damages to the cemeteries are the responsibility of the Contractor. The Contractor must give priority to clearing the properties from debris and repair any damage. Properties must be restored to their original appearance as expeditiously as possible.

06. COMPENSATION TO CITY

Compensation to the City shall be made in annual and monthly payments as follows:

For the initial five (5) year term, an annual base payment amount for each period of October 1 through the ensuing September 30, is to be remitted to the City Treasurer by the first working day of October each year, in advance and without demand by the City.

Annually the base payment commencing October 1, 2009 and all successive years will increase at a percentage of the annual base payment of the prior year.

The monthly payments shall be paid within twenty-five (25) days following the end of the month. Payment shall be based on gross receipts (total collections, cash or equivalent, before any deductions for returned items, discounts, allowances, taxes, etc.) of the prior month, comprised of the amount provided by the City Ordinance for the Perpetual Care Trust. Contractor shall deliver to the City a written monthly statement of the gross receipts itemized by contract for such month certified by the Contractor to be true, accurate and complete.

Annually the Contractor will pay a percentage of its annual gross income exceeding three million five hundred thousand dollars (\$3,500,000.00). Gross income shall mean the gross revenue from the Contractor's operation of the Cemetery System from sales of any and all items offered to customers in the operation of the Municipal Cemetery System. Any amounts received by the Contractor from the City's Perpetual Care Trust Fund for reimbursement of maintenance shall not be included in the calculation of gross receipts. All monies paid to the City for the Perpetual Care Trust Fund shall be deducted from the gross receipts calculation. Within 60 days after each City fiscal year (September 30th), Contractor shall deliver to the City a written annual statement of the gross receipts for such fiscal year. Said statement shall be certified as true, accurate, and complete by Contractor, by and through a duly authorized independent Certified Public Accountant. This statement shall be accompanied by the payment for the percentage of annual gross income in excess of three million five hundred thousand dollars (\$3,500,000.00) for the prior year reporting.

Annually the Contractor shall pay for administrative costs. In the first year of this agreement the Contractor shall pay the City administrative costs in the amount of fifty thousand dollars (\$50,000.00) effective October 1, 2008, and paid quarterly, due January 15th, April 15th, July 15th, and October 15th. Administrative costs shall increase at 5%, annually, commencing with the payment due January 15, 2009, and each subsequent year of this agreement.

07. RECORDS, ACCOUNTS, AND STATEMENTS

Contractor shall keep on the premises, or such other place approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and any other type of business being transacted on or off the premises as related to the Cemeteries. The City shall have access during hours of operation or any other arranged time to examine and audit such records and accounts. Such records shall be maintained, as an independent Certified Public Accountant would need to examine in order to certify such transactions.

The City's Auditor or designee shall have the right, during regular business hours upon three (3) business days' notice and upon the City's written request to Contractor to audit, inspect,

examine and copy the Contractor's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Contractor's revenues thereunder throughout its expiration or cancellation. The Contractor agrees to have such audit(s) conducted at such locations within Dade, Palm Beach or Broward County, Florida or as are mutually convenient to the parties.

All records made or received by the City in connection with this Agreement and all records made or received by the Contractor in connection with this Agreement shall be public records subject to public inspection and copying pursuant to the Florida public records law absent an applicable exemption. The city attorney's or the city attorney's designee's determination of whether a record is subject to public inspection and copying or whether a statutory exemption applies shall control. The Contractor shall defend at Contractor's expense, counsel being subject to the City's approval and indemnify and hold harmless the City and the City's officers, employees, and agents against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or by occasioned by the City's treatment of any records as public records and against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or be occasioned by the City's treatment of any records as exempt from disclosure.

08. CITY RESIDENT PRICING DIFFERENTIAL

The Contractor understands that such a differential currently exists (See **"Exhibit C", General Price List**). It is the City's intention that this pricing differential continue in the future, unless the City determines otherwise. Any requested changes to the pricing differential shall be documented and presented to the Cemetery Advisory Board of Trustees. The City reserves the right to approve or disapprove any substantial changes in its sole option.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the City's needs as expressed in the proposer's operational plans, including but not limited to equipment, management and staffing and implementation schedule. **Weight Factor 25%**
2. Experience, qualifications, and past performance of the proposing firm. **Weight Factor 20%**
3. Experience, qualifications, and past performance of principals and staff to be assigned to this operation. **Weight Factor 20%**
4. Company financial information. **Weight Factor 10%**
5. Total Cost of proposed capital improvements to the site during the initial five (5) year term not including mausoleums. **Weight Factor 5%**
6. Total cost of proposed mausoleums to the site during the initial five (5) year term, including the number of crypts and niches for the proposed mausoleums. **Weight Factor 5%**
7. Annual base payment proposed. **Weight Factor 5%**
8. Annual percentage increase to the annual base payment. **Weight Factor 5%**
9. Percentage proposed above gross receipts that exceed 3.5 million dollars. **Weight 5%**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Fort Lauderdale City Manager for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor

irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The highest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee lower than the cost or fee of the highest responsive, responsible proposer, will receive points incrementally lower based on the percentage difference.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All mailed proposals must be received in the Procurement Services Department, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED
ORIGINAL COPY PLUS SIX (6) COPIES OF THE
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Part I Proposal Pages - Cost Information

Part II Proposal Pages - Technical Information

Attachments to your Proposal

PROPOSAL PAGES PART II TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the City in this effort.

Tab 3: Operational Plan

Describe your proposed operational plan including:

- Code of Ethics
- Proposed Capital Improvements by cemetery to be made during the initial 5-year term. Include with each of these Capital Improvements a start and completion date, a minimum and maximum amount of the improvement. Whether the improvement will be undertaken by your firm or act as a contribution to an overall project with City over-site.
- Proposed marketing, operations and maintenance during this term.
- Proposed additional products or services.
- List of equipment that you will provide to supplement the current equipment in use. Your replacement plan or how determination is made for replacement.
- If awarded the contract, define your lead time needed to become fully operational, how you will achieve this and your plan to work with current Contractor for transition of all customer related data.
- Include name of information management system and report capabilities that will be utilized. If this system is not currently used in your organization, provide a list of references currently using this system.
- Identify if the data input, system maintenance and other technical related functions of the management information system will be performed on site or supported at an off-site location. Explain the capability and access the City will have to this system.
- Define all services and merchandise that will be offered including a current list of proposed vendors.

Tab 4: State number of years experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences.

Tab 5: Submit an organizational chart for your entity. List your top management personnel and their experience in the death care industry. List your proposed staffing of the Cemetery System and identify each position either full or part-time. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal. Provide a complete resume for each of the principal owners of the business. If a public corporation, include resumes for person(s) holding controlling interest and the Chief Executive Officer.

Tab 6: List all contracts you have for any phase of cemetery operations, including the name of each facility, size, location, name of contract contact person and mailing address, date contract began and end/expiration, and description of the contractual responsibilities.

Tab 7: List all cemeteries and funeral homes currently under your ownership or management and any proposed sales or purchases of property. List any and all affiliations with any businesses operating in the death care industry not owned by your firm, in Dade, Broward or Palm Beach County.

Tab 8: Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

Tab 9: Attach a Balance Sheet and Statement of Profit and Loss of the proposing firm from the preceding calendar or fiscal year, certified by either an appropriate Corporate Officer, or an independent Certified Public Accountant. If proposing firm is a privately held corporation, providing such records, for City review, at a time and place convenient to the City, will satisfy this requirement. If the proposing firm is a newly formed corporate entity, the City may require a personal guarantee of performance by principals or stockholders.

Tab 10: Cost of Services

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting

the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Chapter 10 CEMETERIES*

***Editor's note:** Ord. No. C-90-102, § 1, adopted Dec. 18, 1990, amended Ch. 10 in its entirety to read as herein set out. Prior to inclusion of said ordinance, Ch. 10 pertained to similar subject matter and derived from Code 1953, §§ 13-1, 13-2, 13-6, 13-6.1, 13-7, 13-8(a)--(c), 13-9--13-11, 13-14--13-19, 13-21. See the Code Comparative Table for a detailed analysis of inclusion.

State law references: Municipal Home Rule Powers Act, F.S. ch. 166; burial permits, F.S. § 382.006 et seq.

Article I. In General

Sec. 10-1. All burials to be in properly platted and recorded cemetery.

Secs. 10-2--10-24. Reserved.

Article II. Municipal Cemetery System

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Sec. 10-26. Declared public municipal cemetery system; supervision; locations.

Sec. 10-27. Cemetery system board of trustees created; duties generally; penalty for violation of board's rules and regulations.

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Sec. 10-49. Fiscal year.

Sec. 10-50. Bonds on persons handling funds.

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Division 3. Memorials, Monuments, Foundations and Curbs

Sec. 10-60. Specifications for installations.

Article III. Burial of Paupers

Sec. 10-61. Burial of paupers.

ARTICLE I. IN GENERAL**Sec. 10-1. All burials to be in properly platted and recorded cemetery.**

It shall be unlawful for any person to bury or entomb the dead body of any human being in the city, except in a cemetery, the plat of which has been, before the date of such burial or entombment, submitted to and approved by the commission, showing the size and situation of the cemetery, its subdivisions and the methods used and intended to be used to designate plainly the location of burying lots or graves, entombment crypts, and columbarium niches therein, and which plat shall have been recorded in the public records of the county and a copy thereof furnished to the city cemetery manager or his designee. No burials, entombments, interments, or disinterments shall be permitted at Woodlawn Cemetery.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-02-21, § 1, 9-4-02)

Secs. 10-2--10-24. Reserved.

ARTICLE II. MUNICIPAL CEMETERY SYSTEM

DIVISION 1. GENERALLY

Sec. 10-25. Scope.

Except as otherwise stated in this article, this article applies to cemeteries that are owned or controlled by the city.

(Ord. No. C-90-102, § 1, 12-18-90)

Sec. 10-25.1. Authority to contract for maintenance and operation.

The city commission, by motion, may authorize the proper city officials to enter into a contract with a private entity for the maintenance and operation of all or any portion of the functions of the municipal cemetery system. Notwithstanding anything to the contrary in this chapter, the terms and conditions of such contract shall control the functions of the municipal cemetery system.

(Ord. No. C-93-24, § 1, 4-6-93)

Sec. 10-26. Declared public municipal cemetery system; supervision; locations.

There is hereby declared a public municipal cemetery system of the city, such cemetery system being under the control and supervision of the city and comprised of the following described properties:

- (1) Lauderdale Memorial Park, located on blocks 104, 105, 106, 107, 108 and 109 of Lauderdale, and blocks 120, 121, 122, 123, 124 and 125 of Lauderdale 4th, together with all improvements thereon.
- (2) Sunset Memorial Gardens, located on the south half of the southeast quarter of the southeast quarter and the southeast quarter of the southwest quarter of the southeast quarter, all of Section 30, Township 49 South, Range 42 East, less the south 35 feet and the east 35 feet thereof, together with all improvements thereon.
- (3) Evergreen Cemetery, located on blocks 1 through 33 of Evergreen Cemetery, and blocks 34 through 51 of First Addition Evergreen Cemetery, and blocks 52 through 58 of Second Addition Evergreen Cemetery, and blocks 59 through 69, and blocks 70 through 79, Parcel "A" and Parcel "B" of Evergreen Cemetery Third Addition, together with all improvements thereon.
- (4) Woodlawn Cemetery, located on all of blocks 1 through 4 and areas identified as roads and walkways of Replat of North Woodlawn Cemetery, according to the plat thereof, recorded in Plat Book 19, Page 1, of the public records of Broward County, Florida, together with all improvements thereon.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-02-21, § 2, 9-4-02)

Sec. 10-27. Cemetery system board of trustees created; duties generally; penalty for violation of board's rules and regulations.

(a) There is hereby created a cemetery system board of trustees, consisting of ten (10) members, which shall administer the operation of the cemetery system. The present members of the board of trustees of Lauderdale Memorial Park shall constitute the initial cemetery system board of trustees until new appointments are made by the city commission as provided in this section. Each city commissioner shall nominate two (2) persons to the board, which nomination shall be approved by resolution of the city commission. Each member shall serve for a term of one (1) year and without compensation. In the event of the resignation or death of a member, the nominating city commissioner shall nominate a substitute member for the remainder of the term, which nomination shall be approved by resolution of the city commission.

(b) The cemetery system board of trustees shall promulgate rules and regulations for the operation of the municipal cemetery system, subject to the approval of the city commission. Such rules and regulations shall be plainly printed or typewritten and maintained in the offices of the municipal cemetery system or in such places within the cemetery system as the board may prescribe. Any person violating such rules and regulations shall be punished as provided in section 1-6 of the Code.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-92-13, § 1, 2-4-92)

Sec. 10-28. Cemetery manager; qualifications, duties generally.

Supervision of the municipal cemetery system shall be under the direction of the cemetery manager, who shall be appointed in accordance with the qualifications as set forth in the civil service classification plan and shall be selected and appointed in accordance with the civil service laws. The duties of the manager of the cemetery system or employees under his direction are as follows:

(1) *Attendance at cemetery.* To be in attendance at the cemetery system administration office during the working day or have one (1) of his employees present in order to discharge his duties without delay.

(2) *Record of burials, entombments and inurnments.* To keep complete and accurate records at the cemetery system administrative office of the names of the deceased, the subdivision, lot, section and plot in which the burial is made, or the mausoleum wall, row, and crypt in which an entombment is made, or columbarium wall, row and niche in which an inurnment is made, the date of burial, entombments, or inurnment, and the name of the funeral director conducting the funeral.

(3) *Examination of burial permits.* To determine and examine burial permits and to refuse burial or entombment until such permit and papers shall comply with the state law and the restrictions of the city.

(4) *Exclusive right to dig and fill graves.* To hold the sole and exclusive right in person or through competent employees selected and appointed in accordance with established city procedures or through a contractual agreement, to dig and fill all graves and to reopen and close a grave, a crypt or a niche upon request of a duly authorized and competent party after having received all required permits from the appropriate authorities, and do all other work required in the operation of the cemetery system.

(5) *Monthly and annual reports.* To make monthly and annual reports to the cemetery system board of trustees, city manager and director of finance showing the total number of interments, entombments and inurnments with other pertinent information, including a statement of the lots, crypts and niches sold and funds received and deposited with the city treasurer.

(6) *Enforcement of article.* To enforce and abide by the terms of this article or any other article of this chapter.

(7) *Aid public.* To aid and assist the public in the locating of burial spaces, entombment crypts and inurnment niches or in interpreting the meaning of this article and to take such steps as are necessary for the protection and convenience of all funeral service attendees.

(8) *Duplicate plat of cemeteries.* To keep a duplicate plat and record of each cemetery in the cemetery system, on which shall be shown all sections, lots or plots and subdivisions with the location, name and date of all burials, mausoleum walls, rows and crypts with the name and date of all entombments and columbarium walls, rows and niches with the location, name and date of all inurnments.

(9) *Record of plots, crypts and niches sold.* To keep a plat and plat book of the cemeteries on which shall be shown all plots, crypts and niches which are sold or are for sale and a record made of the date, name of purchaser and the amount received for each sale.

(10) *Selling lots, plots, crypts and niches.* To sell such lots, plots, crypts and niches in the municipal cemetery system as are authorized by the cemetery system board of trustees under the restrictions imposed by such board and at the price set by the city commission, and to issue a certificate of ownership of burial rights, entombment rights or inurnment rights upon a payment of the whole amount, naming such special restrictions as are not set forth in this article, signed by the proper city officials and stamped with the seal of the city.

(11) *Record transfers of certificates of ownership.* To record the transfer of certificates of ownership of burial rights, entombment rights or inurnment rights from one (1) owner to another, after a request for transfer has been made and the appropriate fee has been paid.

(12) *Record in cemetery office certain transactions.* To record in the office of the cemetery manager all owners' declaration of reservation for burial rights, entombment rights and inurnment rights with the signatures of the owners, the names of all proposed interments, entombments or inurnments, the individual's relationship to the owner and a complete legal description of the designated plot, crypt or niche to be used.

(13) *Collection of moneys.* To collect all money in payment for lots, plots, crypts, niches, perpetual care, interments, entombments, inurnments, merchandise and for all services rendered by the employees of the cemetery system in the performance of their duties, and such moneys so collected, after being checked by the finance department, shall be deposited with the city treasurer who shall give a receipt for the funds received.

(Ord. No. C-90-102, § 1, 12-18-90)

Sec. 10-29. Prices for cemetery plots, mausoleum crypts and columbarium niches.

The prices to be charged for plots, crypts, niches, merchandise and services within the municipal cemetery system shall be as established by the cemetery manager, subject to review by the cemetery system board of trustees and with the approval by resolution of the city commission.

(Ord. No. C-90-102, § 1, 12-18-90)

Secs. 10-30--10-45. Reserved.

DIVISION 2. FUNDS AND TRUSTS**Sec. 10-46. Naming of trustee of funds; investments of funds; annual financial statement.**

(a) The cemetery system board of trustees shall be the trustor of and shall recommend to the city commission a trustee to manage the perpetual care trust. The managing trustee shall be a bank or other investment counselor licensed by this state to handle the investment of fiduciary funds.

(b) The investment of cemetery system funds shall be made by the trustee in such securities as constitutes investments legal for trustees under the laws of the State of Florida, in effect on the date hereof, and any amendments that may be made from time to time. At the end of each month, the trustee shall furnish the city and the cemetery system board of trustees a complete financial statement as to the condition of the various investments held for the perpetual care trust.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-03-45, § 1, 1-6-04)

Sec. 10-47. Municipal cemetery system funds.

(a) *Perpetual care trust.* There shall be a perpetual care trust comprised of the following income sources and authorized expenditures:

(1) *Income.* There shall be set aside and deposited in the perpetual care trust:

- a. Nineteen (19) percent of the total amount received from the sale of each lot or plot, columbarium niche and mausoleum crypt; and
- b. For each memorial, monument, marker or bench sold or installed or both in the cemetery system, twenty cents (\$0.20) per square inch of the top surface of bronze markers and the top surface of the base of stone monuments.

(2) *Expenditures.* The income of the perpetual care trust shall be used only for the following purposes:

- a. The perpetual care of lots, plots, crypts, and niches; and
- b. The repair of lots, plots, crypts, and niches to the extent that such are damaged through the maintenance process, which maintenance shall not include the regular repair, cleaning, refinishing or replacement of any item deteriorated from age or use, but shall include the cleaning and maintenance of the mausoleum and the columbarium as well as the turf and common areas surrounding structures; and
- c. The cost of managing the perpetual care trust; and
- d. Capital improvements to the cemetery system when recommended by the cemetery system board of trustees and approved by the city commission may be funded with excess accumulated income from all years, provided that the finance director has determined that such action will not adversely affect the perpetual operation and maintenance of the cemetery system.

No portion of the corpus of the perpetual care trust shall be withdrawn for any reason whatsoever.

(b) [*Reserved.*]

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-00-55, § 1, 10-3-00; Ord. No. C-03-45, § 2, 1-6-04)

Sec. 10-48. Reserved.

Editor's note: Ord. No. C-00-55, § 2, adopted Sept. 26, 2000, repealed § 10-48 in its entirety. Formerly, said section pertained to duties of the director of finance as adopted by Ord. No. C-90-102, § 1, Dec. 18, 1990. See the Code Comparative Table.

Sec. 10-49. Fiscal year.

The cemetery system shall be operated on a fiscal year basis coinciding with the fiscal year of the city.

(Ord. No. C-90-102, § 1, 12-18-90)

Sec. 10-50. Bonds on persons handling funds.

All persons handling funds in the operation of the cemetery system shall be bonded in the amount decided upon by the director of finance.

(Ord. No. C-90-102, § 1, 12-18-90)

Secs. 10-51--10-59. Reserved.

DIVISION 3. MEMORIALS, MONUMENTS, FOUNDATIONS AND CURBS**Sec. 10-60. Specifications for installations.**

The following regulations shall govern the installation of memorials, monuments, foundations and curbs in the cemetery system:

- (1) *Memorials.* Bronze memorials conforming to the specifications set forth in the cemetery system's rules and regulations shall be permitted.
- (2) *Monuments.* Aboveground or ground level monuments of natural stone with a minimum thickness of four (4) inches shall be permitted only in Evergreen Cemetery and Woodlawn Cemetery. No artificial stone of any description shall be permitted.
- (3) *Foundations.* All memorials and monuments installed on the ground surface or below ground shall have a foundation.
 - a. Bronze memorials not installed on a natural stone base or an upright monument shall be installed on a concrete foundation of appropriate size to prohibit the visibility beyond the edges of the bronze. The foundation shall have a minimum thickness of two and one-half (2 1/2) inches and shall contain wire mesh or four (4) one-quarter-inch steel reinforcement rods, two (2) running end to end, two (2) running side to side and tied at the four (4) cross points. The reinforcement shall be placed at a depth of one-half (1/2) the total thickness of the foundation.
 - b. Natural stone monuments in Evergreen Cemetery and Woodlawn Cemetery shall be installed on concrete foundations with four (4) five-eighths-inch steel reinforcement rods, two (2) running end to end and two (2) running side to side, tied at the four (4) cross points and placed at a depth of one-half (1/2) the total thickness of the foundation. Each foundation shall be at least twelve (12) inches in depth or as deep as the terrain allows, and shall have area at the bottom at least twice that of the base of the monument.
- (4) *Curbs.* An existing curb shall be permitted to remain until its removal for the purpose of preparing for an interment within the enclosed curbed area or in a plot adjacent to the curb. Such curbing, once removed, shall not be reinstalled. Curbs shall be permitted only in the first and the second additions (Blocks one (1) through fifty-eight (58), inclusive) of Evergreen Cemetery and shall comply with the following specifications:
 - a. *Concrete.* Width six (6) inches. Depth twelve (12) inches. Reinforcement four (4) three-eighths-inch steel rods, two (2) placed in the top and two (2) placed in the bottom and tied at each cross point. The mix shall be 1-2-4.
 - b. *Natural stone.* A minimum of six (6) inches both in width and in height, mounted on concrete base which shall be a minimum of six (6) inches both in width and in height, and reinforced with two (2) three-eighths-inch steel rods.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-02-21, § 3, 9-4-02)

ARTICLE III. BURIAL OF PAUPERS**Sec. 10-61. Burial of paupers.**

The city commission may designate a portion of a cemetery in the municipal cemetery system to the burial of the poor. Whenever it is made to appear to the cemetery manager by proof submitted that a person who has died does not have an estate sufficient to pay the purchase price of a plot in the designated cemetery, and the nearest relative or representative of such deceased person desires to have the human remains of such deceased interred, the cemetery manager shall grant a burial space for such deceased person, in the designated portion of a cemetery. All strangers without funds or paupers who may die in the city may be accorded the privileges herein granted. In the event the burial space of any deceased person granted this privilege is to be marked with an appropriate marker, either donated or purchased, prior to the marker's installation the city must receive the purchase price of the burial space at the time of interment.

(Ord. No. C-90-102, § 1, 12-18-90)

EXHIBIT B

RULES & REGULATIONS

City of Fort Lauderdale Municipal Cemeteries

Rules and Regulations

**City of Fort Lauderdale
Amended and Approved
September 13, 2004**

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R U L E S A N D R E G U L A T I O N S
GOVERNING

THE CITY OF FORT LAUDERDALE
MUNICIPAL CEMETERY SYSTEM

consisting of
Lauderdale Memorial Park
Sunset Memorial Gardens
Evergreen Cemetery
Woodlawn Cemetery

These Rules and Regulations were adopted by the Cemeteries Board of Trustees on September 27, 1990, and were approved by the City Commission on December 4, 1990 pursuant to Chapter 10 of the Code of Ordinances of the City of Fort Lauderdale and any subsequent amendments shall be applicable to cemetery system.

SECTION I

1.0. I N T R O D U C T I O N

For the mutual protection of all owners of lots, plots, crypts, and niches in the Municipal Cemetery System, these rules and regulation, as well as all subsequent amendments thereto, shall govern the ownership, use and control of all final committal rights. The reference to these rules and regulations in the Certificate of Ownership or in the recorded plat shall have the same force and effect as if these rules and regulations, together with the amendments, were set out therein in full. Other than the land previously sold and transferred by title, the title to all land on the official plats of the cemeteries comprising the Cemetery System is vested in and shall remain vested in the City of Fort Lauderdale.

SECTION II

2.0. D E F I N I T I O N S

BLOCK/SECTION - A large geographical area consisting of a defined portion of cemetery ground.

BOARD OF TRUSTEES - Whenever the words Board of Trustees, Board, or Trustees appear, it shall mean and apply to the Cemeteries Board of Trustees.

BURIAL RIGHTS - The interest conveyed by a Certificate of Ownership; the City retains title to the real property.

CEMETERY - The word -Cemetery- shall mean any single property or all four properties in the City-owned cemetery system.

MUNICIPAL CEMETERY SYSTEM - shall mean any and all of the City-owned properties dedicated to and platted for use as a final resting place of deceased human beings, either by below ground interment, mausoleum entombment or niche inurement.

CERTIFICATE OF OWNERSHIP - shall mean any private entity under contract with the City to manage and operate the Municipal Cemetery System. In the event that there is no Cemetery Contractor all references thereto shall then apply to the City.

CITY - Whenever in these rules the word -City- is used, it shall apply to and mean the City of Fort Lauderdale, Florida.

COMPANION CRYPT - A double crypt space sufficiently large enough to accommodate the entombment of two bodily remains side by side and sealed with a double closure plate.

CONTAINER - A closable concrete or polypropylene receptacle in which the casket is placed prior to the closing of the grave.

CRYPT - A single space of sufficient size in a mausoleum to accommodate the entombment of the bodily remains of an adult or a child and sealed with a single closure plate.

FEATURE - A prominent utilitarian or artistic item that enhances the beauty and aesthetics of the Cemetery, such as a water fountain, flag pole, sundial, statue, etc.

INTERMENT - The act of permanent disposition of the remains of a deceased person by below earth burial, mausoleum or private family estate entombment or columbarium inurement.

LEGAL DESCRIPTION - A reference that describes the exact location of a plot, crypt or niche.

LEVEL - A linear division of crypts to denote the height location of a crypt from the ground base.

LOT - Number divisions as shown on the recorded plot, which shall consist of multiple plots.

LOT MARKER - A concrete or metal object inserted in the ground which is the method utilized by the City as a means of identification to locate the corners of plots and lots.

MANAGEMENT - Whenever the word Management appears, it shall mean and apply to the properly designated employees and agents of the Cemetery Contractor or the City of Fort Lauderdale.

MARKER - A memorial set flush with the ground.

MEMORIAL - A monument, marker, tablet, headstone, footstone, tombstone or crypt and niche plate will indicate the name of the family, individual or individuals.

MONUMENT - A tombstone or memorial of granite or marble which shall extend above the ground surface.

NICHE - A space of sufficient size to accommodate the cremated remains of one or two persons and sealed with a single closure.

OUTSIDE SUPPLIER - Any supplier of cemetery products that are provided for the express purpose of installation or use in the Cemetery System.

OWNER'S DECLARATION OF RESERVATION - A document executed by the owner of burial rights in the presence of a notary public which designates and specifies the person or persons entitled to be interred in the plots or lot, or the person who may designate in lieu of the owner, for which a Certificate of Ownership is held.

PERPETUAL CARE - The term shall mean the regularly scheduled care of sold property, including plots, crypts, niches and bronze memorials, from time of sale to perpetuity.

PLOT - A single space of sufficient size to accommodate a below ground interment of the bodily remains or the cremated remains of an adult or a child.

PRE-NEED - The purchase of a plot, service, monument, interment burial container or memorial prior to the actual need of its use.

PRIVATE FAMILY ESTATE - A multi-space structure, either wholly or partially aboveground, located in designated areas only, and used solely for the entombment of the owner and others designated by the owner.

RESERVATION - Removing either a single plot or multiple plots on which the non-refundable fee or fees have been paid from the market and holding for future purchase. The plot must be purchased within six (6) months from the reserving date, or in the case of multiple plots, one (1) plot each six (6) months until all plots are purchased.

ROW - A linear division of plots, lots crypts and/or niches.

TANDEM CRYPT - A double crypt space of sufficient size to accommodate the entombment of two bodily remains end to end and sealed with a single closure plate.

SECTION III**3.0. GENERAL SUPERVISION****3.1. REAL PROPERTY OF THE CITY.**

All property within the Cemetery System that has not been transferred by deed prior to the approval of these rules shall remain the real property of the City of Fort Lauderdale, Florida and shall be managed and controlled by the City, whether or not the specific subject is covered in these Rules and Regulations.

3.2. MANAGED BY CEMETERY MANAGER.

The day-to-day operations of the Cemetery System shall be the responsibility of the City of Fort Lauderdale or its agent and directed by a Cemetery Manager, as specified in the Code of Ordinances.

3.3. ADMISSION TO CEMETERIES.

Entry into the Cemeteries shall be through the gates during the normal operation hours. Entry by any other means is prohibited. The City reserves the right to refuse entry to any person or persons whom the Cemetery Manager determines is inimical to the best interest of the Cemetery System and/or its patrons.

3.4. CASKET NOT TO BE DISTURBED.

Once the casket containing a body is within the gates of any of the cemeteries of the Cemetery System, no person or persons, regardless of the association with the deceased, shall be permitted to open the casket or to touch the body without the consent of the Cemetery Manager in concurrence with the next of kin or the legal representative of the deceased or without a court order. The Cemetery Manager shall be notified in advance that the casket is to be opened and shall have the right to be or to have a representative present.

3.5. LIABILITY FOR DAMAGE.

Any person damaging, or causing to be damaged, any property of the Cemetery System will be held liable for the cost of repair to the damaged property to its former condition or replacement of the damaged property if repair cost is prohibitive.

3.6. CEMETERY MERCHANDISE AND SERVICE CHARGES.

All charges for a Certificate of Ownership, merchandise and service purchased through the Cemetery System shall be paid in full prior to the cemetery system providing such conveyance of burial rights, merchandise or service.

3.7. APPEAL OF DECISION OF CEMETERY MANAGER.

Any person affected by a decision of the Cemetery Manager shall have the right of appeal in the following order: City of Fort Lauderdale Department with cemetery over-site, City Manager, Cemetery Advisory Board of Trustees, City Commission.

3.8. CITY SHALL NOT DISCRIMINATE.

All decisions made by employees or representatives of the City in connection with the operation of the Cemetery System shall be made without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, age or sexual orientation.

3.9. CONTROL OF WORK AND IMPROVEMENTS BY CITY.

All work performed in conjunction with interments, disinterments and the maintenance of the cemetery grounds, including but not limited to the care, trimming and fertilization of the turf, trees, and shrubs, all improvements or alterations of the Cemetery System property shall be performed under the director of the Cemetery System's management; however, nothing shall prohibit individuals other than employees of the cemeteries from trimming around memorials from time to time. All other planting or alterations made by individuals shall be removed at the expense of the plot or lot owner.

3.10 FEES, GRATUITIES AND COMMISSIONS.

Gratuities shall not be offered by any person who has requested or received service from the Cemetery System staff, and if offered, it shall be rejected.

SECTION IV

4.0. NON BURIAL AREAS AND PLATTING

4.1. NO RIGHTS GRANTED IN NON BURIAL AREAS.

No easement or right of use is granted to any lot or plot owner in any non burial area of the Cemeteries without the approval of the Cemetery Manager. Such areas may include paved and unpaved roadways, walkways, paths, drives, and turf areas of insufficient measurements to permit interments. All non burial areas may be used as a means of access.

4.2. PLATTING.

The right to enlarge, reduce, replat and/or change the boundaries or grading of the Cemeteries or of a section or sections, from time to time, including the right to modify and/or change locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved by the City. The right to lay, maintain and operate or alter or change pipes for irrigation purposes is also expressly reserved; as well as is the right to use all Cemetery System property not sold for interment purposes, shall be the sole right of the City. The City further reserves the right to itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over lots for the purpose of passage to and from other plots and lots.

4.3. RIGHT TO CLOSE AREAS.

The Cemetery Manager shall have the right to close any area of a Cemetery, when accessibility would be hazardous or detrimental to any individual, vehicle or equipment.

SECTION V

5.0. CONDUCT WITHIN CEMETERIES

5.1. INGRESS AND EGRESS TO PLOTS

Persons within the Cemetery grounds shall use only the roadways, drives, walks and paths to reach a burial plot, except workmen in the performance of their duties may use the necessary space to perform the prescribed duties.

5.2. TRESPASSERS ON CEMETERY PLOTS

Other than Cemetery System personnel and persons authorized by the Cemetery Manager, only prospective buyers, plot owners, relatives, invitees and friends of the deceased shall be permitted on Cemetery plots. All other persons using any portion of the properties other than the roadways, drives, walks as a thoroughfare shall be deemed to be trespassing.

5.3. CONDUCT OF MOURNERS.

The family of the deceased or the legal representative shall be responsible for the conduct of all mourners while in attendance at the interment service.

5.4. CHILDREN.

Children under fifteen years of age shall not be permitted within the grounds or buildings unless accompanied by an adult.

5.5. REMOVAL OF FLOWERS, PLANTS, ETC.

All persons are prohibited from gathering flowers, either wild or cultivated, breaking trees, shrubbery or plants, feeding and/or disturbing wildlife within the Cemetery grounds.

5.6. REFRESHMENTS.

No person shall be permitted to have food or drink within the boundaries of the Cemetery with the exception of employees eating lunch and official functions held by the Cemetery.

5.7. LOUNGING ON GROUNDS.

No person shall be permitted to sit or to lounge on any portion of the grounds, graves or monuments or buildings within the cemetery except in connection with a visit to a particular burial site.

5.8. LOUD TALKING AND PROFANITY.

No person shall speak sufficiently loud to disturb another visitor or disturb the serenity of the setting. The use of profane and vulgar language is prohibited also.

5.9. SMOKING.

Smoking in any building structure, including the mausoleum units, is prohibited.

5.10. RUBBISH.

Rubbish should be placed either in designated receptacles or next to a tree or sign for pick up by employees. Throwing or scattering it about the grounds is prohibited.

5.11. AUTOMOBILES, THEIR SPEED AND HORNS.

Automobiles shall not be driven through the grounds at a speed greater than twenty (20) miles per hour and on the right hand side of the cemetery roadways. Automobiles shall not be parked or brought to a full stop in front of an open grave, unless the occupants of the vehicles are attending the interment service. The parking of all automobiles shall be upon the paved areas of the roadways or in designated parking spaces. No automobile horn shall be blown except in cases of emergency to avoid an accident.

5.12. MOTORCYCLES, MOPEDS AND MOTORBIKES.

No two wheel motorized riding equipment shall be operated upon cemetery roadways unless the operator is attending an interment service or on business.

5.13. PEDDLING OR SOLICITING.

Peddling of flowers or plants, or the soliciting the sale of any commodity or the collection of funds for any cause other than the City's operation of the cemetery system is prohibited.

5.14. FIREARMS.

No firearms shall be permitted within the cemetery except for the purpose of a firing squad salute at an interment service or by a police officer in the performance of duties.

5.15. NOTICES OR ADVERTISEMENTS.

No signs, notices or advertisements of any kind shall be permitted within the Cemetery except those placed by the City.

5.16. ANIMALS.

The only animal that shall be permitted within the Cemetery is a seeing-eye dog that is being used to assist a visually handicapped person.

5.17. IMPROPRIETIES.

It is of utmost importance that there be strict decorum observed at all times within the Cemetery grounds, whether embraced in the Rules and Regulations or not, as no improprieties shall be allowed, and the Manager shall have the power to prevent any improper assembly or breach of decorum.

5.18. MANAGER TO ENFORCE RULES.

The Cemetery Manager is hereby empowered to enforce all rules and regulations, and to exclude from the Cemetery System anyone violating the rules and regulations. The Cemetery Manager shall have charge of the grounds, buildings, traffic, and all persons within the Cemetery, including conduct at interment services and all other functions held upon the grounds.

SECTION VI

6.0. PURCHASE OF INTERMENT RIGHTS

6.1. CERTIFICATE CONVEYS ONLY RIGHT OF INTERMENT, ENTOMBMENT OR INUREMENT.

The Certificate of Ownership shall grant to the purchaser only the right to use the specified plots for interment, or crypts for entombment of human remains, or niches for the inurement of cremated human remains, subject to these Rules and Regulations. The fee title to all property shall remain with the City, subject to the right of usage conveyed to the purchaser.

6.2. MAXIMUM INTERMENT RIGHTS PURCHASED/RESIDENT DISCOUNT PROGRAM

An individual or entity may purchase no more than six (6) interment rights and interment services.

Any individual purchasing interments and services utilizing the City resident discount must, at time of purchase, assign each to a designated immediate family member. Designated immediate family members are grandparents, parents, brothers, sisters, spouses and children only. Any changes to this assignment at any future time to a person not designated as an immediate family member or a person who is not a resident of the City of Fort Lauderdale requires the 25% discount taken at purchase be repaid prior to transfer or use of the interment right or service.

Every purchaser utilizing the City of Fort Lauderdale resident discount program must show at least two (2) proofs of residency. The only valid proofs of residency that are acceptable are a Florida Drivers License, government issued identification card, current utility bill, rent receipt or property tax assessment one of which must be a picture ID.

Any non-resident may purchase only one at-need interment right and interment service for a City of Fort Lauderdale resident with proof of the deceased's residency. No additional purchases under the deceased's address may occur using the resident discount program.

6.3. OWNER'S DECLARATION OF RESERVATION.

At the time a plot, crypt or niche is purchased, or at any time thereafter during the purchaser's lifetime, and in accordance with these rules and regulations, the owner of any plot, crypt or niche

may present the Certificate of Ownership and execute in the presence of a Notary Public a Declaration of Reservation to specifically designate the person entitled to use any or all of the owned plots, crypts or niches, or vest the right of designation for all unreserved plots, crypts or niches in a named person. No other person shall be entitled to the use of the plot, crypt or niche designated by the owner in the Declaration of Reservation except by a revised Declaration of Reservation executed in the same manner as the first.

An owner may in a Declaration of Reservation limit the persons entitled to the use of plots, crypts or niches to those persons designated in the Declaration of Reservation.

In the event the owner fails to execute a Declaration of Reservation as to each plot, crypt or niche owned, or fails to limit the use to those persons named on a Declaration of Reservation, as to the plots, crypts or niches not designated, the right of use shall be as provided in Section VI, 6.3., A hereof.

6.4. INTERMENT IN THE ABSENCE OF DECLARATION OF RESERVATION.

In the absence of a owner's Declaration of Reservation, the right of use of any plot, crypt or niche shall descend in the following order:

- A. One plot, crypt or niche shall be reserved for the owner and one for the owner's surviving spouse, if singularly owned; however, upon submission of proof to Cemetery System management that a deceased owner has been interred in another location, said reserved plot shall be released.
- B. The use of the remaining plots shall be granted in descending order to the following persons and in order of their deaths, to wit:
 - (1) The children of the owner and their respective spouses.
 - (2) Lineal descendants of the owner and their respective spouses.
 - (3) Parents of the owner.

6.5. VESTED RIGHTS OF OWNERS.

The burial, entombment or inurement rights in all plots, crypts or niches shall be presumed to be the sole and separate property of the person(s) named as grantee in the Certificate of Ownership in accordance with these rules and regulations; provided that the legal spouse shall have vested right of interment, entombment or inurement of his or her body in any plot, crypt or niche conveyed to the other, which shall continue so long as he or she shall remain the legal spouse of the plot owner or shall be the legal spouse of the holder of ownership at the time of the owners demise. No conveyance or transfer shall divest the husband or wife of an owner of a vested right of interment, entombment or inurement without the joinder therein executed in the Cemetery System administration office at Lauderdale Memorial Park.

6.6. INALIENABILITY OF LOTS AND COMPANION CRYPTS.

All lots and companion crypts, the use of which has been conveyed in a Certificate of Ownership, are indivisible. Whenever an interment of the remains of a member, or a relative of a member of the family of the recorded owner, or the recorded owner, is made in a lot, the lot thereby becomes inalienable and shall be held as the family plot of the owner, or whenever either the husband or wife has been entombed in one of the companion crypts, the remaining crypt shall remain for the surviving spouse, except as otherwise provided in the Owner's Declaration of Reservation.

SECTION VII

7.0. INTERMENTS AND DISINTERMENTS

7.1. SUBJECT TO LAW.

In addition to these rules and regulations, all interments, disinterments and removals shall be made in accordance to the orders and laws of the properly constituted authorities of the City, Broward County and the State of Florida.

7.2. TIME AND CHARGES.

All interments, entombments, inurements, disinterments, disentombments, disinurements must be made at the time and in the manner upon which such charges, as set by the Board of Trustees and approved by the City Commission, are paid.

7.3. BURDEN OF PROOF OF IDENTITY.

Upon request by any owner, owner's representative or funeral home for the use of a plot, crypt or niche, the burden of proof as to the identity of the person to be interred, entombed or inurned rests with the person making such request. No liability shall rest upon or be chargeable to the City in case of false statement in such request, but the City shall make diligent effort to see that only persons entitled to be buried in given locations be accepted.

7.4. NO INTERMENTS ON HOLIDAYS.

There shall be no interments, entombments or inurements or removal services of any kind on Sundays, or on any of the legally declared City holidays. The Cemetery Manager can make exceptions should the delay of service conflict with religious beliefs or creates undue hardship on family members. The City may refuse to make an interment until a more expedient time if the remains arrive inside the cemetery gates after 4:30 P.M., or in the event too many funerals arrive at one time for the limitations of staff and equipment.

7.5. ADVANCED NOTICE REQUIRED.

Management shall be notified at least twenty-four (24) hours in advance of any interment, entombment or inurement, and at least five (5) working days prior to any disinterment, or disintombment disurnment.

7.6. NOTICE OF INTERMENT, ENTOMBMENT OR INUREMENT.

Management reserves the right in the absence of the Owner's Declaration of Reservation to refuse interment, entombment or inurement in any plot, crypt or niche, and to refuse to open any plot, crypt or niche for any purpose, except on written application of the owner of record made out in the form required by the Cemetery Manager with said form being filed in the Cemetery System office.

7.7. CONCRETE OR POLYPROPYLENE CONTAINER REQUIRED.

Every earth interment shall be made with the body enclosed in a concrete or polypropylene container. The concrete container or vault shall be of a type approved by the Management and shall be installed as directed by the Management.

7.8. URN REQUIRED IN COLUMBARIUM.

Each cremated remains placed in a columbarium niche shall first be enclosed in an urn made of durable material.

7.9. LOCATION OF PLOT, CRYPT OR NICHE.

When instructions regarding the location of an interment plot, entombment crypt or inurement niche cannot be obtained, or are indefinite, or when for any reason the space cannot be opened where specified, the Manager may, in his discretion, open such space in another location as deemed best and proper, so as not to delay the funeral; however, the City shall not be held liable for any damages in not using the correct space.

7.10. ORDERS GIVEN BY TELEPHONE.

The City shall not be held responsible for any order given by telephone, or for any mistake occurring from want of precise and proper instructions as to the particular space where the interment is desired.

7.11. ERRORS MAY BE CORRECTED.

The City shall have the right to correct any error that may be made by the staff either in making the interment, entombment, inurement, disinterment, disintombment or disurnment, or in the description, transfer or conveyance and substituting and conveying in lieu thereof other space of equal or higher value and similar in location as far as possible, or as may be selected by management, or in the sole discretion of the City, by refunding the amount of

money paid on account of said purchase. In the event such error shall involve the interment, entombment or inurement of the remains of any person in a different location, the Management shall have the right to remove and/or transfer such remains to such other property of equal or higher value and in a similar location as may be substituted and conveyed in lieu thereof.

7.12. NOT RESPONSIBLE FOR EMBALMING OR PERMIT.

Management shall not be liable for the preparation of the human remains, including but not limited to embalming or any services normally arranged and performed by a funeral director; nor shall the City be liable for obtaining the burial permit.

7.13. DELAYS IN INTERMENTS CAUSED BY PROTESTS.

The City in no way shall be liable for any delay in the interment, entombment or inurement of the bodily remains where a protest against the interment, entombment, or inurement has been made, or where the rules and regulations have not been complied with; and further, the City shall have the right, under such circumstances, to place the remains in a receiving vault until the full rights are determined. Management shall be under no duty to recognize any protest of final committal unless the protest be set forth in writing and filed with the Cemetery System administration office located at Lauderdale Memorial Park.

7.14. PRIOR PAYMENT REQUIRED.

No interment, entombment, inurement or any other service shall be performed by the Cemetery System where all fees and charges have not been paid in full prior to the rendering of such services by the Cemetery, except in the case of a mother and a new-born baby, or that of an indigent arranged by the appropriate County agency.

7.15. MORE THAN ONE BODY IN A SINGLE SPACE.

No more than one body shall be interred or entombed in one plot or in one crypt, except in the case of a mother and a new-born baby; however, two (2) entombments may be made in a companion or a tandem crypt or a lawn crypt designed for such purpose. After a regular interment has been made in a plot, a cremains interment may be made as a second burial, provided the space is marked with proper identification of the two persons interred in the space.

7.16. RESTRICTED USAGE OF SYSTEM GROUNDS.

The use of any plot, crypt or niche in the Cemetery System shall be forever restricted for the final disposition of human remains.

7.17. REMOVAL FOR PROFIT PROHIBITED.

Removal by the heirs of a body or cremains so that the property may be sold for profit to themselves, or removal contrary to the expressed or implied wishes of the original purchaser, who has so stipulated in a Declaration of Reservation, is prohibited.

7.18. RELOCATION AND/OR EXCHANGE OF PROPERTY.

A body or cremains may be moved from its original location to another location in the Cemetery, where an exchange or purchase of property has been made in order to accommodate additional members of the family.

7.19. MAUSOLEUM ENTOMBMENTS.

All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the cemetery. No entombment shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that the cemetery may, in its discretion, decide to allow entombments of unembalmed human remains if the casket containing such remains is placed in an outside contained acceptable to the Cemetery, which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

7.20. DISASTERS.

In the event of a disaster which results in numerous interments, or entombments being required, the Cemetery System staff shall work the hours as deemed necessary by the Cemetery Manager to accomplish the required work. Inurements shall be made after all interments and entombments are completed. The Cemetery Manager has the full authority to void any and all regulations necessary in order to complete the interments as orderly and as expeditiously as possible.

7.21. CEMETERY EQUIPMENT MUST BE USED.

Tents, artificial grass, lowering devices, casket lift, chairs, and all other equipment required for performing a committal service

shall be the property of the City and title shall remain with the City.

7.22. AUTHORIZATION REQUIRED.

Disinterments, disentombments or disurnments shall be made only after acquiring authorization and/or release from all next-of-kin and the property owner of record, if living. All documents related to the requested service shall be delivered to the Cemetery System administration office at Lauderdale Memorial Park prior to the service being scheduled.

7.23. CARE IN REMOVAL.

Management shall exercise due care in making a removal; however, the City does not assume any liability for damage to the casket, burial container, memorial, or urn in making the removal.

SECTION VIII**8.0. TRANSFERS AND ASSIGNMENTS****8.1 TRANSFER OF CEMETERY PROPERTY BY DESCENT.**

If no interment has been made in a space which has been transferred to an owner by the City, or if all the remains have been removed lawfully therefrom, in the absence of specific disposition instructions in the owner's last will and testament, the property shall, upon the death of the owner, descend in regular line of succession as provided in the Florida Statutes.

8.2. INDEBTEDNESS.

The City shall have the right to refuse to consent to a transfer or an assignment as long as there is any indebtedness due to the City by the owner of record.

8.3. TRANSFER OR ASSIGNMENT OF CEMETERY PROPERTY.

No transfer or assignment of any plot, crypt or niche, or interest therein, shall be valid until appropriate documents are on file in the Cemetery System's administrative office, such transfer or assignment being upon forms provided by the City. The original Certificate of Ownership shall be surrendered at the time the request of transfer is submitted.

8.4. TRANSFER CHARGES.

All transfers of ownership in Cemetery System property shall be subject to a charge which is payable to the City when the transfer is recorded. There shall be no use of any transferred property until the transfer fee is paid in full.

8.5. REPURCHASE OF CEMETERY PROPERTY BY CITY.

In the event the owner of record desires to sell property and desires to sell it back to the City, the City may repurchase the lot at the original price or a negotiated price not to exceed the current price list. If the owner of record is deceased, and the request for repurchase is made by the estate, proof of the owner's death shall be required along with a notarized request for the repurchase agreement from the executor or the personal representative. All repurchases require the return of the original Certificate of Ownership and all repurchase payments shall be made only to the original owner of his or her estate.

SECTION IX

9.0 F L O R A L R E G U L A T I O N S

9.1 MANAGER TO HAVE CHARGE OF MAUSOLEUM.

All arrangements of flowers shall be under the supervision and control of the Cemetery Manager. No flowers can be placed on front of crypts, niches or attached to the mausoleum building unless they are placed in the attached vase for that specific unit. All remembrance flowers (holidays, birthdays, etc.) Must be placed in front of or near a particular crypt or niche. Fresh flowers and any other type of arrangement whether floral or an article not in the attached unit vase will be removed 5 days after placement. The Cemetery may remove at anytime flowers that are intrusive to other units, become unsightly, or interfere with a service to be performed.

9.2. FLORAL REGULATIONS.

No flower receptacles shall be placed on any plot unless it is constructed of metal and of size and design approved by Cemetery Manager. All vase assembly units shall be set wholly beneath the turf level on ground burial plots. All floral containers in the mausoleums shall be attached to the front of the crypt plates and conform to the specifications established by the Cemetery Manager.

The Cemetery Manager shall have the authority to remove any and all decorations from the Cemetery as soon as, in the Cemetery Manager's judgment, they have become unsightly, dangerous, or diseased, or when they do not conform to the maintained standards. The City shall bear no liability for any floral tribute or any item or any portion of an item that has been placed upon any space as a tribute to the deceased.

Management reserves the right to prevent the removal of any item from a burial space without its prior consent.

Fresh flowers and artificial flowers may be placed in approved vases at all times.

9.3. FLOWER CONTAINERS ON CREMATION PLOTS.

Flower containers must be an integral part of the bronze memorial marker and separate containers shall not be permitted in the cremation plots.

9.4. CERTAIN ORNAMENTS PROHIBITED.

The placing of boxes, shells, toys, chairs, settees, vases, metal designs, ornaments, glass, wood, or iron objects and any and all other objects is prohibited. Notification is not required by the Cemetery or to retain the removed prohibited item(s) for return to the owner.

9.5. URNS, PLATES, ETC. SUBJECT TO APPROVAL.

All fittings, adornments, urns, identification markers, and/or arrangement of crypts or niches shall be subject to the approval, control, acceptance or rejection of the Board of Trustees.

SECTION X

10.0 TRUST FUNDS AND MAINTENANCE

10.1. MANDATORY PERPETUAL CARE.

All plots, crypts and niches sold, and all markers and memorials installed in the Cemetery System include perpetual care. Plots that were sold in Evergreen Cemetery and the acquisition of Woodlawn Cemetery prior to the establishment of the perpetual care concept are hereby included in the perpetual care of the Cemetery System.

10.2. PERPETUAL CARE FEE.

Those percentages stipulated in the City Code of Ordinances shall be set aside at the time of sale from the purchase price of all plots, crypts and niches, and for engraving of names on the Veterans Memorial, as well as the stated per square inch amount for markers and memorials installed in the Cemetery System and placed in a fund known as the City of Fort Lauderdale Cemetery System Perpetual Care Trust, with such deposits being known as -principal- and shall remain on deposit in perpetuity.

10.3. EXCEPTIONS TO PERPETUAL CARE.

The term -perpetual care- shall not be interpreted to mean the special maintenance, repair or replacement of any grave marker, placed upon a plot or plots, the planting of any plant, the maintenance or any special and unusual work on any section or plot, mausoleum or any other building or structures, or any portion of the Cemetery System, or any damage caused by the elements, act of God, common enemy, thieves, vandals, strikers, unavoidable accidents, riots, insurrections, invasions or any order of any military or civil authority, whether the damage is direct or collateral, other than herein provided. -Perpetual Care- shall mean the replacement or repair of any marker or monument placed on a plot or plots that may be damaged in the maintenance or interment process.

10.4. INVESTMENT OF TRUST FUNDS.

Funds deposited for care shall be held in trust and invested as provided by law. The Board of Trustees shall name a managing trustee, licensed by the state to handle the investment of fiduciary funds, subject to the approval of the City Commission.

10.5. EXPENDITURES LIMITED TO INCOME.

Only the annual or the accumulated annual earnings received from the investment of trust funds shall be expended in the care and maintenance and absolutely no part of the principal shall be expended or withdrawn from the trust, anything herein stated to the contrary notwithstanding.

10.6. DEPOSIT OF FUNDS WITH OTHER OF LIKE CHARACTER.

The purchaser acknowledges that all of the trust funds shall be deposited in the official depository designated by the Board of Trustees to the end that the income from the accumulated endowed care shall be used in the general improvement and endowed care as above defined; but it shall not be construed to mean that a contract exists to care for any individual property or space other than as above define; and the perpetual care of the Cemetery System shall be limited to such care as can be provided with the net income received from the investment of such funds.

10.7. TRUSTEES TO DIRECT EXPENDITURES.

The net income from the perpetual care trust shall be expended as approved by the Board of Trustees in such a manner as will, in the Trustees judgment, be most advantageous to the property owners as a whole, and shall be in accordance with the purposes and provisions of the laws of Florida applicable to the expenditures of such funds. The Board of Trustees is granted full power and authority to determine upon what property, for what purpose, and in what manner the income from the trust shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery System grounds, mausoleum and/or columbarium, and it may also expend said income for attorney's fees and other costs necessary to the preservation of the legal rights of the City in the operation of the System.

10.8. RECORD OF DEPOSITS.

The System's record of deposits and copies of all receipts issued in acknowledgment of payments received shall be maintained in the Cemetery System Administration Office at Lauderdale Memorial Park and be available for inspection during the Cemetery System's business hours.

SECTION XI**11.0 MEMORIALS, MARKERS, MONUMENTS,
FOUNDATIONS, PRIVATE FAMILY
ESTATES, FEATURES AND CURBS****11.1 GENERAL.**

Upright monuments or stones, as well as bronze markers, shall be permitted in Evergreen Cemetery and Woodlawn Cemetery, with the bronze markers either installed level with the ground or mounted on an upright monument. Only bronze markers or tablets shall be allowed in Sunset Memorial Gardens and Lauderdale Memorial Park, and shall be installed level with the ground, and set on either a concrete or a granite base for installation purposes. Family markers shall be permitted on lots of not less than two hundred (200) square feet and shall be set in the center of the lot. Management shall determine whether the marker will be placed at the head or the foot of a grave with the head being away from the drive or path. Features and family estates may be installed in a Cemetery as provided in Sections 11.6 and 11.7, respectively.

11.2. BRONZE MEMORIAL MARKERS.

All bronze memorial markers installed in the Cemetery System shall be subject to the following standards:

A. Selection of Markers.

To preserve uniformity, style, grade and workmanship of bronze markers, all bronze markers installed in the system shall be acquired from manufacturers that have been approved by the Board of Trustees, and all bronze markers shall comply with the standard specifications set forth in these rules and regulations and be similar to those markers previously installed in the Cemetery System. The City reserves the right to remove any marker, memorial or vase which does not comply with the standard rules, regulations and the specifications of the Cemetery System.

B. Authorization.

All owners, or any person duly authorized to act for or on behalf of the owner, before ordering any memorial shall verify with Management the approval of the design, size and lettering style.

C. Craftsmanship.

(1) General Requirements.

Markers shall be free from sand holes, pits, and/or other imperfections which mar the appearance of and/or impair the usefulness of the finished product.

(2) Ornamentations.

All ornamentations shall be clean and sharp, and all edges true and accurate to the standard dimensions defined herein.

(3) Lettering.

Lettering shall be spaced and set in line, both vertically and horizontally. The name dates, inscription and emblems shall be so arranged to result in an artistic and neat appearance.

The styles of letter recommended are round or oval faced, church text or classic and flat. Other styles of lettering are subject to the Board of Trustee's approval.

D. Type of Metal.

No metal other than standard bronze will be permitted in any memorial marker. All bronze alloy used in the manufacturing of marker to be installed in the System shall consist of:

Not less than	- - - - -	87% Copper
Not less than	- - - - -	5% Tin
Not less than	- - - - -	5% Zinc
Not less than	- - - - -	2½% Lead
All other elements in total		
not to exceed	- - - - -	1%

E. Analysis.

All bronze markers not purchased through the Cemetery System and lacking a manufacturer's -certificate of quality- on file in the System Administration Office shall first require, prior to consideration of the installation request, an affidavit of analysis from an independent laboratory made on a test bar run from the heat from which the specific marker presented for approval by the Board of Trustees. An analysis of smelter or ingot supplied by the manufacturer is not acceptable.

F. Standard Specifications.

The following standard specifications are directed to the notice of manufacturers of bronze markers intended for installation in the System:

(1) Sizes and Dimensions.

(a) Family Memorials.

Width - not less than thirteen (13) and not more than twenty-four (24) inches.

Length - not less than forty-two (42) and not more than sixty (60) inches.

(b) Individual Memorials.

Width - not less than twelve (12) and not more than eighteen (18) inches.

Length - twenty-four (24) inches.

(c) Baby Memorials.

Width - not less than six (6) and not more ten (10) inches.

Length - not less than twelve (12) and not more twenty (20) inches.

(d) Companion Memorials.

Width - fourteen (14) inches.

Length - forty-four (44) inches.

(e) Personal Memory Vases.

Approved personal memory vases may be substituted for individual or baby memorials.

G. Sloping Flange.

Width - two (2) inches on both large and small markers.

Height of flange edges - not less than three-eighths (3/8) inches.

Thickness of metal - not less than three-sixteens (3/16) inches.

H. Attachment Bolts.

Four (4) bronze attachment bolts, each measuring eight (8) inches in length are required and may be cast integrally or attached by screw with threading not less than three-eighths (3/8) inches and in case lugs are on back face of casting.

Bolt diameter - not less than five-sixteenths (5/16) inches.

Exposed length - not less than three (3) inches.

11.3. GOVERNMENT HEADSTONE OR MARKER.

Completed Veterans Administration Form 40-1330, Application for Standard Government Headstone or Marker, shall be received from the funeral director and processed to the Veterans Administration only after the Cemetery System has received any and all payments required on the headstone or marker, i.e., perpetual care fee and/or installation fee. The City shall not be responsible for any information provided on the application and shall not be held liable for the replacement of any Veterans Administration headstone or marker that contains an error in the inscription.

11.4. SPECIFICATIONS FOR INSTALLATION OF MEMORIALS, MARKERS, MONUMENTS, FOUNDATIONS AND CURBS.

Installation specifications for memorials, markers, monuments, and curbs shall be as stipulated in the City of Fort Lauderdale Code of Ordinances.

11.5. INSTALLATION PERMITS.

Prior to the installation of any memorial, marker, monument, bench, vase or any other product in the Cemetery System, which as been provided by an outside supplier, a -Memorial Installation Permit- shall be completed and submitted at least five (5) days in advance of the anticipated installation date to the Cemetery System's administration office at Lauderdale Memorial Park. Following a review of the permit by the Cemetery Manager and tabulation of the amount due for the perpetual care charge, the total fee (perpetual care and permit fee) will be entered on the document and a copy returned to the submitting party.

When an outside supplier establishes an installation date for an item on which there is an approved permit, supplier shall call the Cemetery System administration office the Friday prior to the requested date for confirmation of the date availability. Upon arrival at the Cemetery System, supplier shall visit the office and make full payment of all charges on the products that will be installed.

Cemetery System personnel shall be responsible for plot location, layout of memorial and vase spaces and inspection of the completed installation. Outside supplier will follow all procedures outlined on the -Outside Suppliers Memorial Installation Procedures- guide and the City of Fort Lauderdale Code of Ordinances, copies of which may be obtained from the Cemetery System administration office at Lauderdale Memorial Park, 2001 S.W. 4 Avenue.

All outside suppliers performing installations on cemetery property must provide the Cemetery System with proof of liability insurance with the City of Fort Lauderdale as a certificate holder.

11.6 PRIVATE FAMILY ESTATES.

A private family estate may be used as the final resting place of deceased human beings only in City Commission approved designated areas within Lauderdale Memorial Park, Sunset Memorial Gardens and Evergreen Cemetery. Maps indicting these approved areas are available in the Cemetery Office. Private family estate design suitability must fall within the following guidelines.

- A. Size - the dimensions of a private family estate shall not exceed 15 feet in length, width and overall height (including facade).
- B. Materials - the private family estate structure must be of first quality granite or marble or equally high durability stone. Doors, windows, and other accessories shall be made of similar high quality materials such as bronze and bullet proof glass.
- C. Design - All plans, specifications and location within the designated area shall be subject to Board approval. The style of each private family estate structure and embellishments shall be in keeping with the aesthetics of that particular cemetery, i.e. Evergreen would have "classical" structures as opposed to "modern".
- D. Foundations - A private family estate shall have a concrete steel reinforced trench poured foundation. The actual width, depth, P.S.I. strength, and reinforcing requirements of each structure shall be subject to local building codes for like structures and are subject to the approval of Management.
- E. Entombments - All entombments in a family estate are to be conducted and properly sealed by Management and are subject to the current fee structure. Entombments are limited to persons or classes of persons designed by the owner on the Declaration of Reservation. In the absence of a Declaration of Reservation, the rights of entombment shall be as provided in Section 6.3 of these Rules. The provisions of Sections 6.4 and 6.5 of these Rules shall also apply to family estates.
- F. Sale - A contract for the sale of a private family estate shall include a clause that it is subject to approval by the Cemetery Board of Trustees. The Board will hold a special meeting, if necessary, to vote on the design and suitability within fifteen (15) working days of receiving notification of the signed contract.

11.7 FEATURES.

A. Application.

Any person desiring to have a Feature installed in a cemetery shall first apply for permission to the Management. The application shall be accompanied by a

color photograph or color rendering of the proposed feature, the text and style of any inscription, the name of the manufacturer or artist, and the desired location. The application will be conveyed to the Cemeteries Board of Trustees for its review at the its next available meeting. The application and the recommendation of the Board will be set for a meeting of the City Commission, who shall approve or deny the application in their sole discretion.

B. Criteria.

All Features shall be nonsectarian in nature and must confirm to the following criteria:

- (1) Density, Size and Sale: must be appropriate to the proposed location so as not to block ingress or egress to burial areas or overwhelm the setting.
- (2) Placement: Features will only be allowed in non-burial spaces (with the exception of the Veterans Memorial Block 44 Veterans Section where a black granite monolith may be constructed by the Cemetery Contractor exempt from payment of perpetual care fees). At Lauderdale Memorial Park, recommended locations for Features are the community mausoleum courtyard, at the entrance ways abutting 4th Avenue, and in the median and triangles. The locations for Features in Evergreen Cemetery will be reviewed by the Cemeteries Board of Trustees on a case-by-case basis.
- (3) Materials; Color: No material other than standard bronze or nature stone will be permitted in any Feature. No color can be applied. All features must have a foundation. All bronze alloy used in the system shall consist of not less than 87% copper, 5% tin, 5% zinc, 2½% lead and all other elements not to exceed in total 1%. All features not purchased through the Cemetery System and lacking a manufacturers certificate of quality on file in the System Administration office shall first require prior to consideration of the installation request, an affidavit of analysis from an independent laboratory made on a test bar run from the heat from which the specific marker presented for approval by the Cemeteries Board of Trustees. An analysis of smelter or ingot supplied by the manufacturer is not acceptable.

(4) Inscriptions: Inscriptions shall be non-sectarian in nature. Lettering shall be spaced and set in line, both vertically and horizontally. The names, dates, inscription and emblems shall be so arranged to result in an artistic and neat appearance. The styles of letter recommended are round or oval faced, church text or classic and flat. Other styles of letter will be reviewed by the Board on a case-by-case basis.

(5) Payment: A Feature must be paid in full prior to installation. Ten percent (10%) of the total amount received from the sale of each Feature will be deposited in to the Perpetual Care Trust Fund. Ten percent (10%) of the remaining portion of the proceeds from the sale of a feature will be deposited into the General Reserve Trust Fund.

(6) Installment and Perpetual Care: Upon approval of the Feature as provided above, Management shall proceed with installation using best cemetery practices. Perpetual care of the Feature shall be done by Management.

SECTION XII

12.0 M O D I F I C A T I O N S A N D A M E N D M E N T S

12.1. EXCEPTIONS AND MODIFICATIONS.

- A. Recognizing that special cases may arise in which the literal enforcement of any rule may impose unnecessary hardships, and that the time required to obtain City Commission or Board of Trustee approval to grant such exemption would hinder an expedient resolution, the Cemetery Manager is granted the right, without notice to make exceptions, suspensions or modifications to the Rules and Regulations when in his judgment, it appears advisable, and such temporary exemptions, suspensions or modifications shall in no way be construed as to affecting the general application of such rule.
- B. War Time and Disaster Provisions.

War Time and disasters may necessarily cause a manpower and materials shortage so that certain rules cannot be strictly enforced. To meet the demands of these conditions, the rules, where necessary, will be temporarily modified or suspended. All such temporary such temporary modifications or suspensions shall in no way be construed as a waiver, nor shall it affect the strict enforcement of the rules upon the conclusion of the war or disaster.

12.2. AMENDMENTS.

The Board of Trustees may promulgate new rules and regulations, or amend, repeal any rule or regulation or portion thereof, subject to the approval of the City Commission.

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PRICE LIST EFFECTIVE
06-01-2007

**City of Ft. Lauderdale Cemeteries
Managed by
Carriage Services**

**EXHIBIT C
GENERAL PRICE LIST**

BURIAL RIGHTS
SINGLE SPACES
PERIMETER SPACES ADD
SINGLE MAUSOLEUMS
COMPANION MAUSOLEUMS
CREMATION GARDENS
NICHES
VETERANS GARDEN With DD214
INFANT

Non-Resident	Non-Resident	Non-Resident	City Resident	City Resident	City Resident
LAUDERDALE	SUNSET	EVERGREEN	LAUDERDALE	SUNSET	EVERGREEN
\$ 2,095 - 3,495	\$1,695-3,495	\$4,495 - 4,995	\$ 1,571 - 2,621	\$1,271-2,621	\$3,371 -3,746
\$500	\$500	NA	\$375	\$375	NA
\$ 6,295-10,295	\$4,795-7,095	NA	\$ 4,721-7,721	\$ 3,596-5,321	NA
\$ 9,495-22,995	\$6,395-8,995	NA	\$ 7,121-17,246	\$ 4,796-6,746	NA
\$895	NA	NA	\$671	NA	NA
\$ 995- 2,495	\$995-1,495	NA	\$ 746-1,871	\$ 746-1,121	NA
\$1,995	NA	NA	\$1,496	NA	NA
\$375	\$375-500	NA	\$281	\$ 281-375	NA

FORT LAUDERDALE RESIDENTS RECEIVE A 25% DISCOUNT ON ALL PROPERTY RIGHTS AND INTERMENT SERVICES (NOT MERCHANDISE)
2 Proof(s) of Residency required: picture ID and one other document.

INTERMENT SERVICES (UPON ARRIVAL)

GROUND BURIALSERVICE
Veterans Only with DD214
WEEKDAYS & SAT 8:30_3:00
3:00 - 4:00
4:00 - 5:00
5:00 to 6:00 & SUN

FORT LAUDERDALE RESIDENT					
LAUDERDALE	SUNSET	EVERGREEN	LAUDERDALE	SUNSET	EVERGREEN
\$800	\$800	\$1,100	\$600	\$600	\$875
\$1,025	\$1,025	\$1,325	\$769	\$769	\$994
\$1,125	\$1,125	\$1,425	\$844	\$844	\$1,069
\$1,325	\$1,325	\$1,625	\$994	\$994	\$1,219
\$1,825	\$1,825	\$2,125	\$1,369	\$1,369	\$1,594

MAUSOLEUM ENTOMBMENT

WEEKDAYS & SAT 8:30-3:00
After 3:00
After 4:00
5:00 to 6:00 & SUN

\$1,025	\$1,025		\$769	\$769	
\$1,100	\$1,100		\$825	\$825	
\$1,300	\$1,300		\$975	\$975	
\$1,800	\$1,800		\$1,350	\$1,350	

GROUND INURNMENT OF CREMAINS

WEEKDAYS & SAT 8:30-3:00
3:00 - 4:00
4:00 - 5:00
After 5:00, & SUN

\$525	\$525	\$725	\$394	\$394	\$544
\$625	\$625	\$775	\$469	\$469	\$581
\$825	\$825	\$1,025	\$619	\$619	\$769
\$1,125	\$1,125	\$1,325	\$844	\$844	\$994

NICHE ENTOMBMENT OF CREMAINS

WEEKDAYS & SAT 8:30-3:00
3:00 - 4:00
4:00 - 5:00
After 5:00, & SUN

\$425	\$425		\$319	\$319	
\$525	\$525		\$394	\$394	
\$725	\$725		\$544	\$544	
\$1,125	\$1,125		\$844	\$844	

DISINTERMENT WEEKDAYS ONLY

DISINTERMENT/GROUND
DISENTOMBMENT
DIS INURNMENT OF CREMAINS
INFANT INTERMENT MON-SAT ONLY
INFANT INTERMENT SUN

\$1,600	\$1,600	\$2,000	\$1,200	\$1,200	\$1,500
\$1,075	\$1,075		\$806	\$806	
\$525	\$525	\$725	\$394	\$394	\$544
\$200	\$200	\$325	\$150	\$150	\$244
\$400	\$400	\$400	\$300	\$300	\$300

SECOND RIGHT \$ 695

MEMORIALS	
Individual	\$395-12,000
Companion	\$ 1,345-4,995
Granites	\$300-1,095
Benches (1)	\$ 995-3,895
Monuments	Upon Request
Engraving/Incising	\$ 175-500
Niche Bronze Plates	\$195-275
Per Character Charge	\$6.00
Crypt Emblem(s)	\$195-350
Niche Emblem	\$125
Bronze Emblem	\$125
Crypt/Niche Lamp and Bronze Vase	\$ 495 - 995
Restore Memorial Cleaning Kit	\$ 25
Marker Refinish(Sq/Comp)	\$350-475
Granite/Monument Cleaning	Upon Request

OTHER PRODUCTS AND SERVICES

ARCHIVING AND RECORD FEES	\$50
All contracts \$750 or more, all property contracts, not on single item AN O/C (alone)	
DOCUMENTARY STAMPS	.007 OF NET RIGHTS
ENDOWMENT CONTRIBUTION CARE	19% OF NET RIGHTS
DUPLICATE DEED	\$25
DEED TRANSFER	\$50
OVERSIZED REMAINS MUST PURCHASE ADDITIONAL SPACE	
ALL MEMORIALS & BENCHES INCLUDE PERPETUAL CARE(.20 CENTS PER SQ. INCH BASE)	
INSTALLATION REQUEST CHARGES (.30 CENTS PER SQ. IN. BASE)	
PRIVATE MAUSOLEUM ESTATES	PRICED UPON REQUEST
OUTSIDE VENDOR VAULT INSTALL	Resident \$60 Non-Resident \$80
OUTER BURIAL CONTAINERS	\$395-10,450
CREMATION VAULTS	\$475-1025
CREMATION URNS	\$195-3995

Note: (1) Traditional Benches only permitted in City Cemeteries. Benches with pedestal bases or cremation benches are not permitted effective June 7, 2006.

CUSTOMER _____ DATE _____

AGENT _____ DATE _____

PROOF OF RESIDENCY REQUIRED FOR PURCHASER OR DECEASED BY RESIDENCE

EXHIBIT D CEMETERY SYSTEM GROUNDS MAINTENANCE STANDARDS

MOWING

Mow to approximately three one-half (3 ½) inches in height permitting as follows:

April through November - Every seven (7) days

November through March – Every fourteen (14) days

Undeveloped area – Mow every month, weather conditions permitting.

Blades should be kept sharp to keep a good clean cut.

FERTILIZING

Soil analysis will be performed at the expense of the Contractor and a balanced fertilizer applied two (2) times per year in March/April and includes nitrogen at the rate of one pound per 1000 square feet and a good minor element package derived from organic sources. Care should be given at Evergreen Cemetery as not to cause excessive run off into Cliff Lake, which can cause adverse affects such as causing fish, kills or stimulated week growth.

WATERING

Watering is required to provide full coverage of the developed areas twice each week: however, rainfall alters the schedule. If 30%-50% of the lawn shows signs of slight wilting it then should be watered with ¾ to 1" of water. Evergreen may require daily watering due to low water pressure. It is estimated that a MINIMUM of one (1) man full time (5 days per week) will be required to cover the three cemeteries. Watering to be coordinated so as to minimize the disturbance to visitors and to comply with all laws and rules of the South Florida Water Management District and Broward County concerning authorized hours of irrigation, except as may be required due to soil and conditions. Watering should be done prior to 9:00 am whenever possible.

EDGING AND WEEDTRIMMING

Bronze memorials will be routinely maintained in such condition as is reasonable to keep grass from extending over the surface of the memorial.

With each mowing or as frequently required to maintain a neat appearance:

upright monuments	trees	lot markers
sprinkler coupling valves	water valves	spigots
pop-up sprinkler heads	block signs	benches
driveways	curbing	sidewalks
concrete slabs	flower beds	hedges
miscellaneous	utility poles	walls

TRIMMING (of woody plant material)

Every thirty (30) days trim all hedges and trim shrubbery as needed. Trees should be trimmed on an annual or bi-annual schedule as needed. Undergrowth along Cliff Lake bank needs to be trimmed (not cleared) two (2) times annually. National Arborist standards should be used for this trimming.

WEEDING

Every fifteen (15) days all flowerbeds, hedges, and fence areas and other areas where weed growth is evident will be weeded, weather conditions permitting.

VACUUMING/BLOWING

Driveways and turf areas containing leaves should be vacuumed and/or blown clean after each mowing.

PAINTING

Annually, paint all block signs and water spigots.

SPRAYING

Developed turf area will be sprayed as needed with insecticide to include spraying for chinch bugs, army worms, and fire ants. This service may be subcontracted to a "spraying service", but the responsibility will be solely that of the contractor and must be done by a licensed and insured pest control company. The Superintendent of Parks must be consulted to discuss a spraying plan. Conversion to natural forms of pest control is desirable.

MISCELLANEOUS

Cut back tree roots as needed to prohibit their encroachment on monuments and breaking pavement. Follow national Arborist standards for this trimming.

DAILY

Pickup of debris, broken limbs and deteriorated flowers. Pickup debris around the outside perimeter of the fence when reasonably needed.

RAKING

Leaves to be raked up as needed.

FILL IN

Sinking graves and resod as required.

ALL

Artificial flowers are removed on May 1 of each year and are permitted again on December 1. Fresh flowers are allowed at any time, but only in memorial vases. Potted plants, floral stands and wreaths are permitted at Christmas, Easter, Valentine's Day, Mother's Day, Father's Day and Memorial Day and on the 7th day following the

occasion. The contractor will remove all potted plants, floral stands, and wreaths after the above-mentioned days or after their life cycle is completed.

ADVERSE WEATHER

Maintenance standards shall take into account prevailing weather and climatic conditions and nothing herein shall be construed to require maintenance when such work may be dangerous or counter productive to the maintenance of plant materials. Contractor shall endeavor to catch up on maintenance delayed due to such adverse conditions whenever possible.