

AGREEMENT BETWEEN BROWARD COUNTY AND REMOVAL TRANSPORT SERVICES OF BROWARD INC, FOR REMOVAL AND TRANSPORTATION OF DECEASED PERSONS (RFP #GEN2118621P1)

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Removal Transport Services of Broward Inc, a Florida corporation (“RTS”) (collectively referred to as the “Parties”).

RECITALS

A. County issued a Request for Proposals (“RFP”) seeking a qualified contractor to provide removal and transportation of deceased persons for the Office of the Medical Examiner and Trauma Services.

B. RTS responded to the RFP and was deemed responsive, responsible, and qualified by County to perform the tasks required under the RFP and was selected to negotiate an agreement with County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Broward County Chief Medical Examiner, the Deputy Medical Examiner, or the Medical-Legal Investigator Supervisor, or such other person designated by same in writing.
- 1.3. **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4 **Division** or **OMETs** means the Broward County Office of the Medical Examiner and Trauma Services.
- 1.5 **Medical Examiner case** means any death that occurred or where the body was found in Broward County and that meets the criteria of Section 406.11, Florida Statutes.
- 1.6 **Non-Medical Examiner case** means any natural death that occurred in Broward County and does not satisfy the criteria of Section 406.11, Florida Statutes.
- 1.7 **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.

1.8 **Services** means all work required by RTS under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.

1.9 **Subcontractor** means an entity or individual providing services to County through RTS for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. RTS shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of RTS's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by RTS impractical, illogical, or unconscionable.

3.2. Optional Services. RTS acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by RTS and County pursuant to this section, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. RTS shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall continue for a term of three (3) years (“Initial Term”), unless terminated earlier or extended as provided in Sections 4.2 or 4.3 of this Agreement.

4.2. Extensions. County shall have the option to renew this Agreement for two (2) additional one (1) year terms (each an “Extension Term”) by sending notice of renewal to RTS at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3. Additional Extension. In the event unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate. The Purchasing Director may exercise this option by written notice stating the duration of the extended period, which notice shall be provided to RTS at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. For any extension beyond the Initial Term, RTS shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. RTS shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay RTS up to a maximum amount as follows:

Services	Not-To-Exceed Amount
Services for Initial Term	\$576,000
Optional Services	\$33,120
TOTAL NOT TO EXCEED	\$609,120

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in this Agreement and Exhibit B (Payment Schedule), which amount shall

be accepted by RTS as full compensation for all such Services. RTS acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate RTS for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon RTS's obligation to perform all Services required under this Agreement. Unless and except to the extent expressly required under this Agreement, RTS shall not be reimbursed for any expenses it incurs under this Agreement.

5.2. Method of Billing and Payment.

5.2.1. RTS may submit invoices for compensation no more often than on a bimonthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within seven (7) days of the invoice if submitted bimonthly or within fifteen (15) days after the end of the month covered by the invoice if submitted monthly, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed as described in Exhibit A, Scope of Services, and other details as requested by the Contract Administrator.

5.2.2. Any invoice submitted by RTS shall be in the amount set forth in Exhibit B for the applicable Services.

5.2.3. County shall pay RTS within thirty (30) days of receipt of RTS's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of RTS to comply with a term, condition, or requirement of this Agreement. Payment shall be made to RTS at the address designated in the Notices section.

5.2.4. RTS shall pay suppliers within fifteen (15) days following receipt of payment from County for such supplies. RTS agrees that if it withholds an amount as retainage from suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a supplier in accordance with this subsection shall be a material breach of this Agreement, unless RTS demonstrates that such failure to pay results from a bona fide dispute with the supplier and, further, RTS promptly pays the applicable amount(s) to the supplier upon resolution of the dispute. RTS shall include requirements substantially similar to those set forth in this subsection in its contracts with suppliers.

5.3. Subcontractors. RTS is not permitted to subcontract Services for this Agreement.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from

loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. RTS represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of RTS, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that RTS has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to RTS. RTS further represents and warrants that execution of this Agreement is within RTS's legal powers, and each individual executing this Agreement on behalf of RTS is duly authorized by all necessary and appropriate action to do so on behalf of RTS and does so with full legal authority.

6.2. Solicitation Representations. RTS represents and warrants that all statements and representations made in RTS's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date RTS executes this Agreement, unless otherwise expressly disclosed in writing by RTS.

6.3. Contingency Fee. RTS represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for RTS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. RTS's compensation under this Agreement is based upon its representations to County, and RTS certifies that the wage rates, factual unit costs, and other information supplied to substantiate RTS's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date RTS executes this Agreement. RTS's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. Public Entity Crime Act. RTS represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. RTS further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether RTS has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists. RTS represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

RTS further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7. Warranty of Performance. RTS represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. RTS represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.8. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, RTS certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.9. Breach of Representations. In entering into this Agreement, RTS acknowledges that County is materially relying on the representations and warranties of RTS stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to RTS, to deduct from the compensation due RTS under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to RTS under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

RTS shall indemnify, hold harmless, and defend County and all of County's current, future, and past officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of RTS, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, RTS shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due RTS under this Agreement may be retained by County until all Claims

subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. For the duration of the Agreement, RTS shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. RTS shall maintain insurance coverage against claims relating to any act or omission by RTS, its agents, representatives, or employees in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. RTS shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, RTS shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, RTS shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. RTS shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by RTS has been completed, as determined by Contract Administrator. RTS or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). RTS shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5. RTS shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If RTS maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County shall be entitled to any such broader coverage and higher limits maintained by RTS. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by RTS.

8.7. RTS shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. RTS shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require RTS to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. RTS agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and RTS agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, RTS waives any right to subrogation that any of RTS's insurer may acquire against County, and agrees to obtain same in an endorsement of RTS's insurance policies.

8.9. In the event RTS fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to RTS.

8.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, RTS must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2. This Agreement may be immediately terminated for cause by County, with no opportunity for RTS to correct the breach, for reasons including, but not limited to, any of the following:

- 9.2.1. RTS's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;
- 9.2.2. If RTS is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if RTS is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if RTS provides a false certification submitted pursuant to Section 287.135, Florida Statutes;
- 9.2.3. By the Contract Administrator for any fraud, misrepresentation, or material misstatement by RTS in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances;
- 9.2.4. By the County Administrator if RTS fails to permit County's unrestricted access to inspect RTS's vehicles or facilities at any time during the term of this Agreement.
- 9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.
- 9.4. In the event this Agreement is terminated for convenience by County, RTS shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. RTS acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by RTS, for County's right to terminate this Agreement for convenience.
- 9.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 10.1. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 10.2. Although no CBE goal has been set for this Agreement, County encourages RTS to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. MISCELLANEOUS

- 11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with RTS to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an

applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by RTS in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by RTS and its agents; in the event the Services are determined not to be a work for hire, RTS hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by RTS, whether finished or unfinished, shall become the property of County and shall be delivered by RTS to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to RTS may be withheld until all documents are received as provided in this Agreement.

11.3. Public Records. To the extent RTS is acting on behalf of County as stated in Section 119.0701, Florida Statutes, RTS shall:

11.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

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

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of RTS or keep and maintain public records required by County to perform the services. If RTS transfers the records to County, RTS shall destroy any duplicate public records that are exempt or confidential and exempt. If RTS keeps and maintains the public records, RTS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. RTS will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that RTS contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, RTS must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by RTS as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by RTS. RTS shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF RTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5200, MED_EXAM_TRAUMA@BROWARD.ORG, 5301 SW 31 AVE., FORT LAUDERDALE, FLORIDA 33312.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of RTS that are related to this Agreement. RTS shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, RTS shall make same available in written form at no cost to County.

RTS shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). RTS hereby grants County the right to conduct such audit or review at RTS's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by RTS in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by RTS in addition to making

adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to RTS.

11.5. Independent Contractor. RTS is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither RTS nor its agents shall act as officers, employees, or agents of County. RTS shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither RTS nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County
Attn: Thomas Steinkamp
Office of the Medical Examiner and Trauma Services
5301 SW 31 Avenue
Fort Lauderdale, Florida 33312
Email address: tsteinkamp@broward.org

FOR RTS:

Keith Rider, President
1331 S. Dixie Highway West, Suite 4A
Pompano Beach, Florida 33060
Email address: keith.rts@broward@gmail.com

11.10. **Assignment.** Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by RTS without the prior written consent of County. If RTS violates this provision, County shall have the right to immediately terminate this Agreement.

11.11. **Conflicts.** Neither RTS nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with RTS's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of RTS's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or RTS is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude RTS or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event RTS is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, RTS shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as RTS.

11.12. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.13. **Compliance with Laws.** RTS and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, as may be amended. Throughout the Initial Term and any Extension Term of this Agreement, RTS shall possess and maintain a removal service license and refrigeration service license issued by the State of Florida,

Department of Financial Services Board of Funeral, Cemetery, and Consumer Services pursuant to Sections 497.385 and 497.386, Florida Statutes.

11.14. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RTS AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed by duly authorized representatives of County and RTS.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.21. Payable Interest

11.21.1. Payment of Interest. County shall not be liable to pay any interest to RTS for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof RTS waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24. Use of County Logo. RTS shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.25. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, RTS certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

11.26. Living Wage Requirement. If RTS is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, RTS agrees to and shall pay to all of its employees providing "covered services,"

as defined in the ordinance, a living wage as required by such ordinance, and RTS shall fully comply with the requirements of such ordinance.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2020, and REMOVAL TRANSPORT SERVICES OF BROWARD INC, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  12/10/19
Adam Katzman (Date)
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND REMOVAL TRANSPORT SERVICES OF
BROWARD INC, FOR REMOVAL AND TRANSPORTATION OF DECEASED PERSONS

RTS

WITNESSES:

REMOVAL TRANSPORT SERVICES OF
BROWARD INC,

[Signature]
Signature

By: [Signature]
Authorized Signor

George M. Garcia Jr
Print Name of Witness above

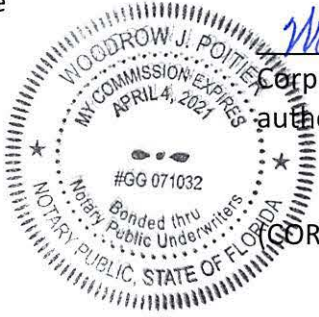
Keith R. ... President
Print Name and Title

Charlotte A Taylor
Signature

4th day of DEC, 2020

Charlotte A Taylor
Print Name of Witness above

ATTEST:
Woodrow J. Poitier
Corporate Secretary or other person
authorized to attest



(CORPORATE SEAL OR NOTARY)

EXHIBIT A

Scope of Services

RTS and County agree that RTS shall provide the following Services under this Agreement:

A. General Background Information:

This Agreement is for the purpose of removal and transportation of deceased persons, medical records, specimens, and physical evidence, and storage of deceased persons, between various locations throughout Broward, Palm Beach and Miami-Dade Counties on an as needed, when needed basis, 24 hours a day seven days a week for the Office of the Broward County Medical Examiner and Trauma Service.

B. General Requirements of RTS:

1. RTS shall provide for transportation of decedents to the Broward County Office of Medical Examiner and Trauma Services (OMETS), at the request of the Medical Examiner, or authorized personnel, from any point within Broward, Miami-Dade, or Palm Beach Counties. On occasion due to unforeseen conditions, the Medical Examiner may request transport to an alternate location (e.g., temporary morgue or in a mass fatality situation) at no additional cost to County. The service shall be available seven (7) days a week, every day of the year, twenty-four hours per day.
2. RTS shall provide all manpower, supplies, equipment, labor supervision, license(s), travel, and any/all expenses incurred in the performance of the contract necessary to provide for the removal and transportation of deceased persons, medical records, specimens, and physical evidence between various locations throughout Broward, Palm Beach, and Miami-Dade Counties.
3. RTS shall be required to maintain an office and refrigeration location within Broward County for the entire duration of the Agreement. RTS shall also be required to file with the Contract Administrator the address of the RTS's office along with the location where the transport vehicles are stored.
4. RTS shall have geographic knowledge of Broward County and all its transport drivers and attendants shall have adequate knowledge of Broward County geography as to enable prompt response to service calls. Transport vehicles shall be located and respond to calls from within Broward County.
5. RTS shall provide a written record (transportation forms) of the transport for each deceased person. This written record shall be left at OMETS at the conclusion of each transport. The record shall contain the following information:
 - a) Date, location of transport, destination, and time of call received;

- b) Medical Examiner Investigator requesting the transport;
- c) Name of decedent, race, and sex (when known), and assigned Medical Examiner case number;
- d) Time transport vehicle was dispatched along with vehicle number;
- e) Arrival time of transport vehicle to the scene;
- f) Time transport vehicle departed the scene;
- g) Time transport vehicle arrived at the destination;
- h) Notes indicating disposition or transportation of personal effects/valuables, medical records, police reports, blood/specimens, physical evidence, X-rays, medications, or other items not mentioned above;
- i) Complete name of the driver and attendant(s);
- j) Notes indicating any delays or other pertinent information; and
- k) The number from any tag sealing the human remains body bag.

6. RTS shall be required to participate in disaster/mass fatality drill exercises as scheduled. This will include one vehicle with two attendants in accordance with the pricing established in Exhibit B of this Agreement.

7. RTS shall adhere to reasonable handling and information recording procedures established by the Contract Administrator.

8. RTS shall designate an individual to act as a full-time general manager responsible for the competent performance and fulfillment of RTS's responsibilities under this Agreement. RTS shall provide to the Contract Administrator the name and telephone numbers at which this person may be contacted on a twenty-four (24) hour basis.

9. RTS shall provide storage for non-Medical Examiner cases (identified by an issued indigent case number) that result in the deceased becoming an indigent case for which County is ultimately responsible for disposition. OMETS, at its sole discretion, may direct RTS to transport and provide storage of non-Medical Examiner cases (identified by an issued Medical Examiner case number) until next-of-kin or other responsible parties are able to complete funeral arrangements. No loss or change of custody of the remains shall be permitted. The remains shall be stored in accordance with Section 497.386, Florida Statutes.

10. RTS shall provide a licensed refrigeration facility for storage cases and shall ensure that all remains are stored in accordance with Section 497.386, Florida Statutes. No loss or change of custody of the remains is permitted.

11. RTS shall provide one hundred (100) heavy duty disaster pouches (body bags) to be stored at the Medical Examiner's Office and shall have access to an additional one hundred (100) heavy duty disaster pouches within twenty-four (24) hours of verbal notification in the event of a mass fatality incident. The pouches shall remain the property of the RTS until used by County. If the pouches are used by County, RTS shall submit a separate invoice for any of the pouches used at

the mass fatality incident in accordance with the pricing established in Exhibit B of this Agreement.

12. RTS shall provide bi-monthly billing through invoicing for services rendered for each transport to include the following information:

- a) Date, location of transport, destination, and time of call received;
- b) Type of transport and contracted price;
- c) Time transport vehicle was dispatched along with vehicle number;
- d) Arrival time of transport vehicle;
- e) Time transport vehicle departed scene;
- f) Time transport vehicle arrived at destination;
- g) Name of decedent and assigned Medical Examiner case number or indigent case number; and
- h) A photocopy of the written record (transportation form) with the signature of the witness verifying the time delayed on scene.

C. Vehicle Requirements of RTS:

1. RTS shall have available for decedent transport use a minimum of three (3) vehicles at all times that are clean and maintained in excellent operating condition. A fourth (4th) vehicle shall be available for service in the event of a breakdown of one of the three (3) primary vehicles, or in the event of the necessity of a fourth (4th) vehicle to respond to a call.

2. Each vehicle shall be a van-like vehicle (no ambulances, hearses, or trucks), subject to inspection and approval by the Contract Administrator.

3. RTS shall provide each vehicle number and an operational cellular telephone number for each vehicle to the Contract Administrator.

4. There shall be no advertisements, business logos, printing, or markings of any kind displayed on either the exterior or interior of any vehicle utilized under the Agreement, including RTS's name.

5. No property, merchandise, containers, materials, or persons not utilized in the furnishing of contractual services may occupy the transport vehicle while such vehicle is transporting deceased persons under this Agreement.

6. RTS shall equip the transport vehicles with only amber or purple flashing warning lights to be ONLY utilized when approaching or while on a death scene. The use of red or blue lights or a siren is strictly prohibited by Florida law and not authorized by County.

7. Each vehicle shall be equipped with a sufficient supply of body bags, gloves, sheets, disinfectants, deodorizers, personal protective clothing, and equipment as required by state

regulations and for use on Medical Examiner cases. The vehicles shall also be equipped with two one-person stretchers and auxiliary stretchers for the Medical Examiner's use in transporting deceased persons. Each transport vehicle shall be staffed by a minimum of two attendants (driver included) on all deceased person transports. Each transport vehicle shall have a locking mechanism to immobilize the stretcher when in transit. RTS shall provide a minimum of one transport vehicle capable of handling bariatric deaths equipped with (or have immediate access to) at least one (1) bariatric stretcher with workable restraints or an equivalent stretcher. A fourth vehicle shall be available for service in the event of a breakdown of one of the three primary vehicles, or in the event of the necessity of a fourth vehicle to respond to a call.

8. RTS shall always maintain its stretchers in good condition and perform preventative maintenance at least annually for each year under this Agreement for any stretcher used by RTS to perform Services under this Agreement. County's approval is required for the type of stretcher to be used by RTS, and for any substitutions thereto, prior to such use. Documentation of RTS's compliance with its maintenance obligations must be available upon request for inspection by the Contract Administrator or the Contract Administrator's designee.

9. No more than one deceased person may be transported per vehicle unless specifically authorized in advance by the Medical Examiner or authorized personnel.

10. The Contract Administrator or the Contract Administrator's designee shall have unrestricted access to inspect RTS's vehicles and refrigeration facilities for compliance with all applicable laws, regulations, and this Agreement.

D. Requirements for Employees of RTS:

1. Employees of RTS are subject to review, investigation, and approval by the Contract Administrator or designee. RTS shall conduct national background checks on each employee prior to the employee performing any work under this Agreement, and provide the results of the background checks to the Contract Administrator for approval and issuance of a contractor badge. The employees of RTS must be bondable and must not have been found guilty or pled nolo contendere of a felony, unlawful substance abuse, driving while intoxicated, or any crime involving moral turpitude. The employee investigation shall include driving record and criminal background checks by the appropriate federal, state, and local agencies. Each employee may be subject to investigation by the Broward County Sheriff's Office.

2. RTS shall provide a list of employees or new hires during the course of the Agreement for County approval before such persons being used to perform any Services. The list will include background check information, the names, dates of birth, and a valid Florida driver license.

3. RTS's employees should be well groomed and neatly attired, and shall not wear hats, shorts, denim clothing, or any other clothing with markings while performing Services under this Agreement. All clothing shall be of a solid color.

4. Each employee shall be provided with a photo identification card, procured by RTS, to be utilized at death scenes identifying transport personnel as representatives of the OMETS. RTS employees shall identify themselves as a contractor of OMETS and not as employees of OMETS or County. Each employee must sign and adhere to the OMETS confidentiality statement.
5. RTS and its employees shall adhere to all state and local traffic laws. RTS and its employees shall adhere to all applicable state laws in Chapter 497, Florida Statutes, and treat all deceased persons with respect and care.
6. RTS's employees will conduct themselves in a courteous, respectful, considerate, and professional manner towards the families and friends of the deceased person, law enforcement personnel, medical staff, County personnel, and the deceased person.
7. RTS's employees will not distribute advertising material of any kind, refer, "steer," or lead persons to funeral homes, attorneys or their agents, florist shops, or other related services while performing Services under this Agreement.
8. RTS, its employees, and agents shall not in any manner, way, or means convey to funeral homes, media, attorneys, or any other person not involved in the provision of Services to County under the Agreement any information that would disclose the deceased's identity, residence, location of death, next of kin, cause or manner of death, or related information in any Medical Examiner case.
9. In the event of the release of information described in paragraph D.8, or a violation of any provision of paragraphs D.3-D.7, by an employee or agent of RTS, such employee or agent shall not be permitted to perform any further Services under this Agreement.

E. Requirements for Response Time of RTS:

1. RTS shall be required to arrive at the scene within sixty (60) minutes after time of request, except for those areas of Broward County located west of I-75, or those areas beyond the boundaries of Broward County.
2. Other than scenes located in the areas excepted per E.1 above, if RTS arrives at the scene in excess of sixty (60) minutes but not more than seventy-five (75) minutes after time of dispatch, County will be charged one-half (1/2) of the base price routine decedent transport rate. For arrival delays in excess of seventy-five (75) minutes after time of dispatch, County will not be charged for the transport. In all events, notwithstanding the provisions of this section, RTS's obligations to transport shall be unaffected.
3. RTS shall be required to arrive at the OMETS Office within seventy-five (75) minutes after departure from the scene of death with no additional stops along the way unless authorized by the Medical Examiner or authorized personnel.

4. For delays in arrival to the OMETS Office in excess of seventy-five (75) minutes, County will be charged one-half (1/2) of the base price routine decedent transport rate for the transport. For arrival delays to the OMETS Office in excess one hundred five (105) minutes, County will be not be charged for that transport. Delays in arrival may be excused, at the sole discretion of the Contract Administrator, for purposes of facilitating multiple transports or other exigent circumstances.
5. RTS may be dispatched for the purposes of transporting medical records, specimens, or physical evidence only. When RTS is dispatched for the purposes of transporting medical records, specimens, or physical evidence only, only one-half (1/2) of the base price routine decedent transport rate will be charged for the transport.
6. When RTS's employees are delayed in departing from a death scene through no fault of RTS, in addition to the base price routine decedent transport rate, a payment of one-half (1/2) the base price routine decedent transport rate shall be charged for each sixty (60) minute increment of delay. This additional charge only applies to one (1) case if the scene has multiple decedents at the same location, except that if more than one transport vehicle is used, the additional payment will apply to each transport vehicle delayed. Independent confirmation of the time of departure (such as police or hospital employee initials on the transport document attesting to the time delay) must be submitted to the Contract Administrator or designee for payments requested under these provisions.
7. If RTS arrives at the scene in excess of sixty (60) minutes after the time of dispatch and RTS is delayed in departing a scene through no fault of RTS, no additional charge will be imposed by RTS for the delay.
8. For cases cancelled after RTS arrival at the death scene, one-half (1/2) of the base price routine decedent transport rate shall be charged.

**EXHIBIT B
Payment Schedule**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any services required under this Agreement for which no specific fee or cost is expressly stated in this Pricing Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Item/Description	Charge for Each Occurrence
Base Price Routine Decedent Transport (On-time)	\$96.00
Delays in arrival of RTS to the scene in excess of 60 minutes but not longer than 75 minutes	\$48.00
Delays in arrival of RTS to the scene in excess of 75 minutes	\$0 (No charge)
Delays in arrival of RTS from the scene to OMETS in excess of 75 minutes but not longer than 105 minutes	\$48.00
Delays in arrival of RTS from the scene to OMETS in excess of 105 minutes	\$0 (No charge)
OMETS cancels a call after RTS has arrived at the scene of death	\$48.00
Standard rate for each 60-minute increment for delays on the scene of death for a routine transport through no fault of RTS	\$48.00
Transport of medical records, specimens, or physical evidence as requested by County	\$48.00
Optional/Other Services	
Disaster/Mass fatality drill exercises as scheduled by County (billed in 1/2-hour increments)	A maximum charge of \$30 per hour, inclusive of vehicle and attendants, billed in one-half (1/2) hour increments
Mass fatality additional heavy-duty disaster pouches	A maximum charge of \$60 per pouch
Removal and storage of indigent and non-Medical Examiner cases as requested by County	\$96.00 per indigent or non-Medical Examiner case

EXHIBIT C Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Removal and Transportation of Deceased Persons
Agency: Office of Medical Examiner and Trauma Services

TYPE OF INSURANCE	ADDITIONAL INSURANCE	SUBROGATION WAIVER	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 2 years 10K	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 3 years \$100,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value. Broward County must be a Loss Payee A.T.I.M.A.</i>			*Maximum Deductible (Wind and/or Flood): **Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


©counall@broward.org
onscpounall@broward.org
2019.01.15 16:13:34
-05'00'
 Risk Management Division

**EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT BETWEEN BROWARD COUNTY AND REMOVAL
TRANSPORT SERVICES OF BROWARD INC, FOR REMOVAL AND TRANSPORTATION OF
DECEASED PERSONS (RFP # GEN2118621P1)**

Contract Number: RFP #GEN2118621P1

Work Authorization No. _____

This Work Authorization is between Broward County and Removal Transport Services of Broward Inc, ("RTS") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by RTS upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____		Contract Administrator	Date
Project Manager	Date	Board or Designee	Date

RTS

_____		Signed	Date
Attest	_____		
	Typed Name		

	Title		