



AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA LIONS EYE BANK, INC.

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Florida Lions Eye Bank, Inc., a Florida corporation, doing business in Florida ("FLEB") (collectively referred to as the "Parties").

RECITALS

A. The Broward County Office of the Medical Examiner ("Medical Examiner") is responsible for investigating human deaths occurring within its jurisdiction in accordance with state statutory requirements and applicable rules and regulations.

B. FLEB, a procurement organization, is engaged in the business of recovering anatomical gifts from deceased bodies for transplantation, fabrication, research, and medical education.

C. County, through its Medical Examiner, is authorized to cooperate with procurement organizations in providing access to deceased bodies under the jurisdiction of the Medical Examiner.

D. County and FLEB desire to enter into this Agreement to establish their respective responsibilities and duties.

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 **Anatomical Gift** means a donation of tissue, part of a human body to take effect after the donor's death and to be used for transplantation, therapy, research, or education.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Body** means the corporeal remains of a deceased individual as a whole, regardless of whether all life activities have ceased or the individual has suffered brain death as legally defined in Section 382.009, Florida Statutes.

1.3 **Contract Administrator** means the Chief Medical Examiner or designee.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **County Business Enterprise** or “**CBE**” means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.

1.7 **Florida Practice Guidelines** means “Practice Guidelines for Florida Medical Examiners, Sponsored by the Florida Association of Medical Examiners,” pursuant to Florida Administrative Code Rule 11G-2.006.

1.8 **Medical Examiner facility** means the location at which the Medical Examiner stores deceased bodies and conducts investigations into the deaths of decedents under the jurisdiction of the Medical Examiner. Generally, “Medical Examiner facility” shall refer to the facility located at 5301 SW 31st Avenue, Fort Lauderdale, Florida; however, in the event of an emergency, temporary or permanent relocation, expansion, designation of a satellite office, or other special circumstances, the Medical Examiner may designate other locations and facilities as Medical Examiner facilities.

1.9 **Staff** means any employee, agent, contractor, or subcontractor of an identified entity, organization, or agency.

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

1.11 **Subconsultant** or **Subcontractor** means a firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through FLEB for all or any portion of the work. The term “Subconsultant” shall include all “Subcontractors” and the term “Subcontractor” shall include all “Subconsultants.”

1.12 All terms used in this Agreement not otherwise defined herein shall have the meaning stated in Section 765.511, Florida Statutes.

ARTICLE 2. DUTIES OF FLEB AND COUNTY

2.1 Duties of FLEB. The duties of FLEB stated in this Agreement are a description of FLEB’s obligations and responsibilities and are 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 FLEB impractical, illogical, or unconscionable.

2.1.1 Licensing, Registration, Accreditation. FLEB shall maintain current licenses, registrations, and accreditations as are applicable to the procurement activities and operations for Anatomical Gifts of FLEB and provide copies to the Medical Examiner. FLEB shall immediately notify the Medical Examiner if any such licenses, registrations, or accreditations lapse, expire, or are revoked or canceled. If FLEB fails to maintain the required licensing, registrations, or accreditations, or fails to immediately notify the

Medical Examiner of the lapse, expiration, or revocation or cancelation of any such license, registration, or accreditation, the Medical Examiner may deny FLEB and its staff access to the Medical Examiner facilities and may deny procurement approvals and authorizations regarding Anatomical Gifts under the jurisdiction of the Medical Examiner, unless and until FLEB demonstrates proof of reinstatement of the required licenses, registration, and accreditation. FLEB shall not recover Anatomical Gifts inconsistent with FLEB's licensure or qualifications.

2.1.1.1 If FLEB operates as a tissue bank, FLEB warrants that it is licensed by the State of Florida as such, is registered with the Food and Drug Administration (FDA) to recover human tissue, and is accredited by and an institutional member in good standing of the American Association of Tissue Banks (AATB).

2.1.1.2 If FLEB operates as an eye bank, FLEB warrants that it is licensed by the State of Florida as such, is registered with the Food and Drug Administration to recover human tissue (specifically eyes and/or corneas), and is accredited by and an institutional member in good standing of the Eye Bank Association of America (EBAA).

2.1.1.3 FLEB shall provide the Medical Examiner with proof of appropriate licensing and certifications for FLEB's procurement operations and as required by this Agreement.

2.1.2 Compliance with Laws. FLEB must adhere to the legal guidelines and rules set forth in the Florida Anatomical Gift Act or in such other Florida and federal laws, regulations and rules as may be applicable.

2.1.2.1 FLEB shall obtain consent for donation of Anatomical Gifts directly from the legal next of kin or through previously provided consent from the decedent in accordance with all applicable federal laws, Florida statutes, and Florida and federal rules and regulations. Such consent must be witnessed and recorded. FLEB shall provide the Medical Examiner with a copy of the signed and executed donation consent document as soon as it is available and prior to procurement of the Anatomical Gift.

2.1.2.2 FLEB shall be familiar with, abide by, and comply with the Florida Practice Guidelines as such pertains to Anatomical Gifts, including without limitation as to vascular organ donation, postmortem tissue donation, and the respective duties and obligations of and between the Medical Examiner and FLEB.

2.1.3 Medical Examiner Operations. FLEB acknowledges and agrees that the Medical Examiner's conduct of its duties and obligations under applicable law, including, but not limited to, Part I of Chapter 406, Florida Statutes, are paramount to and shall have priority over the procurement activities of FLEB or any duties or obligations of the Medical Examiner referenced herein, unless otherwise indicated or required by applicable federal, state, or local law, rule, or regulation.

2.1.3.1 FLEB shall coordinate with the Medical Examiner to optimize workflow and facility use, as needed.

2.1.3.2 If recovering or otherwise procuring eye tissue or vitreous fluid, FLEB shall ensure that an appropriate sample of vitreous fluid is retained for the Medical Examiner by FLEB recovering and placing the vitreous eye fluid into a properly labeled tube and leaving such sample with the Medical Examiner in accordance with the Protocol.

2.1.3.3 FLEB shall ensure its Staff is familiar with and complies with the communications and interaction protocol (including as amended, the "Protocol") attached hereto as Exhibit A. Such Protocol may be amended periodically to the extent agreed in writing by both parties, in which case, FLEB's obligations under this section shall extend to the Protocol as so amended.

2.1.3.4 FLEB shall comply with sanitary standards established by the Medical Examiner and in accordance with all applicable federal and state laws, rules, and regulations. If FLEB or its staff fail to properly clean and sanitize all work areas prior to leaving a Medical Examiner facility, the Medical Examiner may charge, and FLEB shall be obligated to pay, the reasonable expense of cleanup and sanitization of such work areas.

2.1.3.5 The Medical Examiner may charge, and FLEB shall be obligated to pay, the repair or replacement costs for any County or Medical Examiner facility equipment, fixtures, or furnishings if such items are damaged, destroyed, stolen, or lost as a result of the intentional acts or negligence of FLEB or FLEB's Staff.

2.1.3.6 If FLEB fails to comply with Sections 2.1.3.4 or 2.1.3.5, as determined by the Medical Examiner, or fails to pay the Medical Examiner for any cleanup, sanitization, repair, or replacement costs as required by such sections, the Medical Examiner may deny FLEB further access to Medical Examiner facilities and/or procurement approvals and authorizations for Anatomical Gifts or Bodies under the jurisdiction of the Medical Examiner.

2.1.4 Recovery of Anatomical Gifts. FLEB shall promote and maintain the highest respect for Bodies and the potential donor and donor's family and known friends (including confidentially and reconstruction of body).

2.1.4.1 FLEB shall coordinate the surgical removal, preservation and transportation of Anatomical Gifts to maximize their potential utilization.

2.1.4.2 FLEB shall: provide all supplies required for each procurement; maintain the work area in which the procedure takes place in a safe and protected condition; protect equipment, fixtures, and furnishings at Medical Examiner facilities from damage, theft, or abuse; and clean and sanitize any work areas to meet established sanitary standards prior to leaving the Medical Examiner facility.

2.1.4.3 FLEB shall provide all Staff necessary to accomplish the entire process of procurement and all actions incidental thereto.

2.1.4.4 FLEB shall ensure that all Anatomical Gifts or other Body tissue or biological material that is removed from a Body are removed safely and in a sanitary manner in accordance with industry and medicolegal best practices by appropriately skilled and trained Staff.

2.1.5 Miscellaneous.

2.1.5.1 FLEB shall provide the Medical Examiner with a list of FLEB's Staff and their background investigation clearances. The Medical Examiner shall have the right to deny access to Medical Examiner facilities or Bodies under the jurisdiction of the Medical Examiner to any person not appearing on such list.

2.1.5.2 FLEB shall provide education to Medical Examiner Staff to enhance awareness about the methods and benefits of procuring and utilizing Anatomical Gifts and current research in the field.

2.1.5.3 FLEB shall ensure that FLEB Staff complies with the terms of any related agreements with County, including any lease agreement entered into between the Parties.

2.1.5.4 FLEB shall register as a vendor of County and update such registration no later than October 1 of each calendar year.

2.2 FLEB acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

2.3 Duties of the Medical Examiner. Medical Examiner agrees to permit FLEB, subject to applicable law, rules, and regulations, including the Florida Practice Guidelines and this Agreement, to recover Anatomical Gifts from Bodies under the jurisdiction of the Medical Examiner at Medical Examiner facilities or, in the case of eye tissue only, at the hospital. Any recovery of Anatomical Gifts performed pursuant to this Agreement shall be conducted exclusively by Staff of FLEB. Regardless of the foregoing, the Medical Examiner shall not be required to extend office hours or keep Medical Examiner Staff on overtime to meet requests for Anatomical Gifts.

2.3.1 The Medical Examiner may condition the recovery of Anatomical Gifts on any of the following requirements:

2.3.1.1 The Medical Examiner or his/her designee may inspect and photograph the Body prior to recovery of the Anatomical Gift.

2.3.1.2 When eye recovery is performed at the hospital, FLEB shall take photographic images of the face and/or eyes as instructed by the Medical Examiner and provide the photographs to the Medical Examiner. Any such photographs shall be taken in accordance with the Protocol and shall be of professional quality and acquired and preserved in such a manner so as to facilitate the medicolegal investigative and evidentiary purposes of the Medical Examiner.

2.3.2 The Medical Examiner may assist in the identification and referral of potential donors by designated Medical Examiner Staff, as long as such assistance does not unduly interfere with the Medical Examiner's primary duty and obligation to conduct death investigations as established in Part 1, Chapter 406, Florida Statutes.

2.3.3 The Medical Examiner shall allow FLEB's Staff to use the Medical Examiner facility's current lighting, ventilation, plumbing, drainage, and washing and toilet facilities.

ARTICLE 3. TERM OF AGREEMENT

3.1 Initial Term. The Initial Term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end five years after the Effective Date ("Initial Term").

3.2 Extensions. County has the option to renew this Agreement for up to two (2) additional two-year periods. The Contract Administrator may exercise this renewal option by written notice to FLEB.

ARTICLE 4. COMPENSATION

4.1 Fees. For the Initial Term, FLEB will pay County the amount of Fifty Dollars (\$50.00) per eye recovery for use of the Medical Examiner facilities and the other privileges made available to the FLEB by the Medical Examiner under this Agreement. Prior to the exercise of any renewal option under Section 3.2, the Parties shall agree in writing upon the appropriate fee for the applicable renewal period.

4.2 Method of Billing and Payment. No later than 10 days after the end of each calendar month, FLEB shall provide written notice to County of the number of eye recoveries the prior month. County shall invoice for the appropriate fee due, and FLEB shall pay County within thirty (30) calendar days after the date of County's invoice. A late fee of 10% will be added if the invoice is not timely paid. If payment, plus the late fee, is not received in full within sixty (60) days after the original due date, an additional \$50.00 delinquent fee will be added and procurement approvals and authorizations under this Agreement will be suspended until the account is paid in full.

4.3 FLEB shall make payments to County at the address designated for Notices under Section 10.8. FLEB shall include the notation "OMETs Revenue 10010 20202000 421790" on each payment.

ARTICLE 5. INDEMNIFICATION

FLEB shall indemnify, hold harmless and defend County and all of County's current, former, and future 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 FLEB, 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, FLEB 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 FLEB 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 6. INSURANCE

6.1 For the duration of the Agreement, FLEB shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B attached hereto, in accordance with the terms and conditions of this article. FLEB shall maintain insurance coverage against claims relating to any act or omission by FLEB, its agents, representatives, employees, or Subcontractors 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.

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

6.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, FLEB 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, FLEB shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

6.4 FLEB 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 FLEB has been completed, as determined by Contract Administrator. FLEB 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). FLEB shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

6.5 FLEB 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.

6.6 If FLEB maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit B, County shall be entitled to any such broader coverage and higher limits maintained by FLEB. 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 FLEB.

6.7 FLEB shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. FLEB 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 FLEB 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. FLEB agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and FLEB agrees to obtain same in endorsements to the required policies.

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

6.9 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 B, 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, FLEB must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit B.

6.10 FLEB shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms

and conditions required of FLEB under this article. FLEB shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

ARTICLE 7. TERMINATION

7.1 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, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, any of the following:

7.2.1 FLEB'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;

7.2.2 If FLEB is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if FLEB is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if FLEB provides a false certification submitted pursuant to Section 287.135, Florida Statutes; or

7.2.3 By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by FLEB in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances.

7.3 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.

7.4 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 8. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

8.1 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. FLEB shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Failure by FLEB to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES

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

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

9.3 Truth-In-Negotiation Representation. FLEB's compensation under this Agreement is based upon its representations to County, and FLEB certifies that the wage rates, factual unit costs, and other information supplied to County are accurate, complete, and current as of the date FLEB executes this Agreement.

9.4 Public Entity Crime Act. FLEB 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. FLEB 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 FLEB has been placed on the convicted vendor list.

9.5 Discriminatory Vendor and Scrutinized Companies Lists. FLEB represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. FLEB further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

9.6 Warranty of Performance. FLEB 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. FLEB 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.

9.7 Breach of Representations. In entering into this Agreement, FLEB acknowledges that County is materially relying on the representations and warranties of FLEB 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 FLEB, to deduct from the compensation due FLEB under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to FLEB under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 10. MISCELLANEOUS

10.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by FLEB in connection with performing services under this Agreement shall be owned by County and shall be deemed works for hire by FLEB and its agents; in the event the services are determined not to be a work for hire, FLEB 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 FLEB, whether finished or unfinished, shall become the property of County and shall be delivered by FLEB to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to FLEB may be withheld until all documents are received as provided in this Agreement. FLEB shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

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

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

b. 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;

c. 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

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of FLEB or keep and maintain public records required by County to perform the services. If FLEB transfers the records to County, FLEB shall destroy any duplicate public records that are exempt or confidential and exempt. If FLEB keeps and maintains public records, FLEB 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.

The failure of FLEB to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

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. FLEB will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that FLEB contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, FLEB 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 Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by FLEB 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 FLEB. FLEB 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 FLEB HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO FLEB'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 31st AVENUE, FORT LAUDERDALE, FLORIDA 33312.

10.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of FLEB and its Subcontractors that are related to this Agreement. FLEB and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance under this Agreement. All such books, records, and accounts of FLEB and its Subcontractors 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, FLEB or its Subcontractor, as applicable, shall make same available in written form at no cost to County.

FLEB and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at FLEB'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 FLEB in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to County by FLEB in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to FLEB.

FLEB shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

10.4 Independent Contractor. FLEB 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 performing services under this Agreement, neither FLEB nor its agents shall act as officers, employees, or agents of County. FLEB shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.5 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 Medical Examiner facility. 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.

10.6 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.

10.7 Third-Party Beneficiaries. Neither FLEB 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.

10.8 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: Dr. Craig Mallak
Broward County Medical Examiner's Office
5301 SW 31st Avenue
Fort Lauderdale, Florida 33312
Email address: cmallak@broward.org

FOR FLEB:

Florida Lions Eye Bank
Elizabeth Fout-Caraza, MHSA
900 NW 17th Street, # 348
Miami, Florida 33136
Email address: efcaraza@med.miami.edu

10.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest

in it may be assigned, transferred, subcontracted, or encumbered by FLEB without the prior written consent of County. If FLEB violates this provision, County shall have the right to immediately terminate this Agreement.

10.10 Conflicts. Neither FLEB nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with FLEB's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of FLEB's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or FLEB 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 FLEB 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 FLEB is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, FLEB shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as FLEB.

10.11 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.

10.12 Compliance with Laws. FLEB 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.

10.13 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.

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

10.15 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.

10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

10.17 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 Parties agree that 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 Parties agree that 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, FLEB AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.18 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 FLEB.

10.19 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof 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.

10.20 HIPAA Compliance. It is expressly understood by the Parties that County personnel or their agents may have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §160, 162, and 164 and related regulations. In the event FLEB is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), FLEB shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at

<http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, FLEB shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of FLEB's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. FLEB shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

10.21 Payable Interest

10.21.1 Payment of Interest. County shall not be liable to pay any interest to FLEB for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof FLEB 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 paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.21.2 Rate of Interest. If, for whatever reason, the preceding subsection 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, 0.25% (one quarter of one percent) simple interest (uncompounded).

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

10.23 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.

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

10.25 Use of County Logo. FLEB 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.

(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 Florida Lions Eye Bank, Inc., signing by and through its Executive Director, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
_____ day of _____, 2020

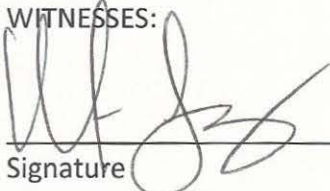
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Adam Katzman (Date)
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA LIONS EYE BANK, INC.

FLEB

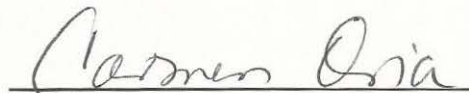
WITNESSES:



Signature

Maria Lopez

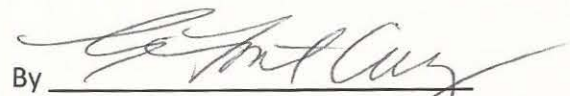
Print Name



Signature

CARMEN ORIA

Print Name


By Elizabeth Fout-Caraza, Executive Director

2 day of March, 2020

(SEAL)

Exhibit A – Communications and Interaction Protocol

Broward County Office of the Medical Examiner and Trauma Services
Policy and Procedures for
Florida Lions Eye Bank

- I. Terms**
- II. Use of Facility**
 - Access / Staffing**
 - Security Access – Building Security**
 - Notice of Other Contractor Access**
 - Communication**
- III. Biomedical Waste**
- IV. Body Security transfer for procurement Tissue Donation**
- V. General Safety Guidelines as per FLEB Policy and Procedure**
- VI. Reporting Injuries as per FLEB Policy and Procedure**
- VII. Blood-borne Pathogen Exposure as per FLEB Policy and Procedure**

- I. Terms**

OMETS: Office of the Medical Examiner and Trauma Services

FLEB: Florida Lions Eye Bank, Inc.

DOH: Florida Department of Health

FLEB Liaison: FLEB Executive Director

- II. Use of Facility**

The use of the Office of the Medical Examiner and Trauma Services (OMETS) facility is in accordance to the Facility Usage Agreement (Agreement) between County and FLEB as of the Effective Date of this Agreement.

Access is for throughout the interior corridors of the North Building and the Morgue Refrigerator (Room 160).

- i. Access / Staffing**

The OMETS building is secured by an alarm system and has camera surveillance in and around

the building. Additionally the building monitors access to most doors using Johnson Control card readers.

Administration Regular Operating Hours are M-F 0800 – 1700 hours; After Hours is after 1700 hours M – F and Sat/Sun/County Holiday(s) until the next business day at 0800 hours.

Morgue Regular Operating Hours are M-F: 0700 – 1700 hours; After Hours is after 1700 hours M-F; Sat/Sun/County Holiday(s) 0700 – 1630 hours; After Hours is after 1630 hours Sat/Sun and County Holiday(s) at 1600 hours, until the next business day at 0700 hours. Body releases stop 30 minutes prior to provided closing times.

In accordance with the Agreement, the FLEB will be provided 24 hour daily access throughout the interior corridors of the North Building and the Morgue Refrigerator (Room 160).

The interior corridors of the North Building and the Morgue Refrigerator (Room 160) are for use by FLEB Procurement Personnel.

ii. Security Access – Building Security

FLEB Procurement and Administrative staff will be provided with security access to the select doors for their work needs. The building alarm access code will be one code for all authorized FLEB personnel who are issued Broward County security cards for the purpose of eye procurement services. Unauthorized security access will be addressed through communication as stated below.

FLEB Procurement Team will have access during regular operating hours through the garage door by using their Broward County issued card without having to enter their alarm access code. After-hours access will require that FLEB Procurement personnel disarm the alarm using the provided building alarm code and then rearming the building when leaving, after assuring that there are no Body Transport staff or Medical Examiner staff in the building.

FLEB personnel will access the building through the North Building entrance at either the door next to the garage door on the west side of the North Building or the door at the North side of the North Building. FLEB Administrative staff will have access to additional doors in both the North and South Buildings as determined between OMETS and FLEB.

iii. Notice of Other Contractor Access

Broward County maintains a Contractor for Body Transport (currently Removal Transport Services of Broward, Inc. (RTS)) that provides body transport for OMETS and has access to the North Building through the garage and into the body cooler only, at any time.

It is of utmost importance that the building is secure through communication with the County Contractor of Body Transport if both are onsite when one or the other party leaves the building.

In the event that Medical Examiner staff is on site, communication will be made with the Medical Examiner staff prior to arming the building.

FLEB will maintain and provide a current list of authorized names of personnel that have access to the building to the OMETS Chief of Medical Examiner Operations. This list will be updated at any time there is a personnel change and at least verified quarterly/semiannually/annually.

iv. Communication

To OMETS: Chief of Medical Examiner Operations, currently Christopher Boden.

Office: 954-357-5255

Cell: 954-809-5524

To FLEB: Executive Director, currently Elizabeth Fout-Caraza, MHSA.

Office: 305-482-4323

Cell: 954-648-1484

Fax: 305-326-6394

Body Transport: Removal Transport Services of Broward, Inc. (RTS)

Keith Rider, President 954-943-8844

III. Biomedical Waste

During the course of the use of the OMETS building, any biomedical waste generated by FLEB staff will be handled and discarded through the OMETS according to their policy and procedure, DOH Biomedical Waste Operating Plan.

FLEB staff must meet all the criteria through the Florida Department of Health through Florida Administrative Code 64E-16 through their policies and procedures. February each year will be the annual training through the Medical Examiner.

IV. Body Security transfer for procurement

i. Release of body within OMETS

Bodies may be released in house any time and on any day provided that a Medical Examiner has given approval through forms provided to the assigned Medical Legal Investigator.

FLEB Procurement staff will each be provided with a unique login name and password for the OMETS database, LabLynx. The workstation for use is located in the garage and is shared with the contracted Body Transport vendor, currently Removal Transport Services of Broward, Inc. (RTS).

The Team Lead FLEB Procurement staff will login to LabLynx following the provided prompts and logout the correct body by verifying the toe tag and/or wrist band, as applicable according to FLEB Protocol, to him/her from the morgue cooler. Remove the correct body from the cooler, then after completion of the procurement, login the body back to the morgue cooler, then place the body back into the morgue cooler.

V. **General Safety Guidelines as per FLEB Policy and Procedure**

VI. **Reporting Injuries as per FLEB Policy and Procedure**

- i. **FLEB will provide a copy of any injury/exposure reports to OMETS**

VII. **Blood-borne Pathogen Exposure as per FLEB Policy and Procedure**

FLEB to provide OMETS with current Guidelines and provide updates as they are made.

Exhibit B

INSURANCE REQUIREMENTS

Project: Facility Usage Agreement with Florida Lions Eye Bank for the Procurement of Anatomical Gifts
 Agency: Office of Medical Examiner and Trauma Services

TYPE OF INSURANCE	ADDL ENSR	SUHR BYD	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	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
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 Note: May be waived if no driving will be done in performance of services/project.	<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 Note: May be used to supplement minimum liability coverage requirements.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<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:	3 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Note: Coverage must be "All Risk", Completed Value.			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
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

Risk Management Division

C. Powell