



AGREEMENT BETWEEN BROWARD COUNTY AND LEGACY DONOR SERVICES FOUNDATION

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Legacy Donor Services Foundation, a Delaware non-profit corporation doing business in Florida ("Foundation") (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 rules and regulations in connection with such responsibilities.
- B. Foundation, 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 Foundation 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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Chief Medical Examiner.
- 1.5. **Florida Practice Guidelines** means "Practice Guidelines for Florida Medical Examiners, Sponsored by the Florida Association of Medical Examiners" pursuant to Florida Administrative Code, Rule 11 G-2.006.
- 1.6. **Medical Examiner** means the Office of the Medical Examiner and Trauma Services.
- 1.7. **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.

1.8. **Services** means all work required of Foundation under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in this Agreement.

1.9. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Foundation regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	Communications and Facility Usage Protocol
Exhibit B	Minimum Insurance Coverages

ARTICLE 3. Duties of Foundation and County

3.1. Duties of Foundation. The duties of Foundation stated in this Agreement are a description of Foundation’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Foundation impractical, illogical, or unconscionable.

3.1.1. Licensing, Registration, Accreditation. Foundation shall maintain current all licenses, registrations, and accreditations as are applicable to its procurement activities and operations as they pertain to this Agreement and provide copies to the Contract Administrator. Foundation shall immediately notify the Contract Administrator if any such licenses, registrations, or accreditations lapse, expire, or are revoked or canceled. If Foundation fails to maintain the required licensing, registrations, and accreditations to perform under this Agreement, or fails to immediately notify the Contract Administrator of the lapse, expiration, or revocation or cancelation of any such licenses, registrations, or accreditations, the Contract Administrator may deny Foundation and its staff access to its Medical Examiner Facilities, and may deny procurement approvals and authorizations regarding deceased bodies and body parts under the jurisdiction of the Medical Examiner, unless and until Foundation demonstrates proof of reinstatement of the required licenses, registration, and accreditation. Foundation shall not recover anatomical gifts inconsistent with Foundation’s licensure or qualifications.

3.1.1.1. If Foundation is a tissue bank, Foundation 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).

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

3.1.2. Compliance with Laws. Foundation shall adhere to the legal guidelines and rules set forth by the Florida Anatomical Gift Act and such other Applicable Law.

3.1.2.1. Foundation 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 Law. Such consent shall be witnessed and recorded if required by Applicable Law. Foundation 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 tissue.

3.1.2.2. Foundation shall be familiar with, abide by, and comply with the Florida Practice Guidelines, especially as such pertains to anatomical gifts, vascular organ donation, postmortem tissue donation, and the respective duties and obligations of and between the Medical Examiner and Foundation.

3.1.3. Medical Examiner Operations. Foundation 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 Foundation and any duties or obligations of the Medical Examiner referenced herein, unless otherwise indicated or required by Applicable Law.

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

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

3.1.3.3. Foundation shall familiarize relevant staff with and comply with the Communications and Facilities Usage Protocol ("Protocol"), which Protocol is attached hereto and incorporated herein as Exhibit A. Such Protocol may be amended in writing by both Parties periodically during the Term of this Agreement, in which case, Foundation shall be obligated to educate its relevant staff as to the form and substance of any such amendments. Any amendment to Protocol shall be deemed to automatically amend Exhibit A.

3.1.3.4. Foundation shall comply with sanitary standards established by the Medical Examiner and in accordance with all Applicable Law. If Foundation 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 Foundation shall be obligated to pay, the reasonable expense of cleanup and sanitization of such work areas.

3.1.3.5. The Medical Examiner may charge, and Foundation 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 Foundation or Foundation's staff.

3.1.3.6. If the Medical Examiner determines that the continued or repeated failure of Foundation to abide by the requirements of Section 3.1.3.4 or 3.1.3.5, or Foundation fails to pay the Medical Examiner for any cleanup, sanitization, repair, or replacement costs as required by such sections, the Medical Examiner may deny Foundation further access to Medical Examiner Facilities and/or procurement approvals and authorizations for deceased bodies under the jurisdiction of the Medical Examiner.

3.1.4. Recovery of Anatomical Gifts. Foundation shall promote and maintain the highest respect for the potential donor and donor's family and known friends (including confidentiality and reconstruction of body).

3.1.4.1. Foundation shall coordinate the surgical removal, preservation, and transportation of anatomical gifts to maximize their potential utilization.

3.1.4.2. Foundation 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.

3.1.4.3. Foundation shall provide all staff necessary to accomplish the entire process of procurement and all actions incidental thereto.

3.1.4.4. Foundation shall ensure that all tissue, biological material, and anatomical gifts that are removed from the Medical Examiner Facility are removed safely and in a sanitary manner in accordance with industry and medicolegal best practices by appropriately skilled and trained personnel.

3.1.5. Miscellaneous.

3.1.5.1. Foundation shall provide the Medical Examiner with a list of Foundation's procurement staff and appropriate background investigation clearances. The Medical Examiner shall have the right to deny access to Medical Examiner Facilities or decedents under the jurisdiction of the Medical Examiner to any person not appearing on such list.

3.1.5.2. Foundation 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.

3.1.5.3. Foundation shall ensure that Foundation staff complies with the terms of any related agreements, including any lease agreement entered into between the Parties.

3.1.5.4. If required, Foundation shall register as a vendor with Broward County and update such registration in October of each calendar year.

3.2. Foundation 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, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

3.3. Conditions for Recovery of Anatomical Gifts. Medical Examiner agrees to permit Foundation, subject to Applicable Law, including the Florida Practice Guidelines and this Agreement, to recover anatomical gifts from deceased 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 Foundation. Regardless of the foregoing, the Medical Examiner shall not be required to extend office hours or keep staff on overtime to meet requests for tissue.

3.3.1. The Medical Examiner may condition the recovery of anatomical gifts on the Medical Examiner or his/her designee inspecting and photographing the body prior to recovery of tissue.

3.3.2. Foundation shall appropriately acquire and share with the Medical Examiner samples of any blood or tissues taken by Foundation. All such samples shall be appropriately preserved and delivered to the Medical Examiner in accordance

with the Protocol outlined in Exhibit A and in such a manner so as to facilitate the medicolegal investigative and evidentiary purposes of the Medical Examiner.

- 3.3.3. 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 I, Chapter 406, Florida Statutes.
- 3.3.4. The Medical Examiner shall allow Foundation's staff to use the Medical Examiner Facility's current lighting, ventilation, plumbing, drainage, and washing and toilet facilities.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through five (5) years after the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, and Extension Term(s), as those defined in this article, are collectively referred to as the "Term."
- 4.2. Extensions. County may extend this Agreement for up to five (5) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending written notice to Foundation at least thirty (30) days prior to the expiration of the then-current term. The Contract Administrator is authorized to exercise any Extension Term(s), and notice of same to Foundation by electronic mail alone shall be effective and sufficient.
- 4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.
- 4.4. Time of the Essence. Time is of the essence for Foundation's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

- 5.1. Amount. Foundation will pay County as follows:

Categories	Amount
Tissue Recovery: per recovery	\$250

- 5.2 Method of Billing and Payment. Foundation 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 paid when due. If payment, plus the late fee, is not received in full by the subsequent 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.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

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

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

6.3. Truth-In-Negotiation Representation. Foundation represents and warrants that all statements and representations submitted to County in connection with the negotiation or award of this Agreement were true and correct when made and are true and correct as of the date Foundation executes this Agreement, unless expressly disclosed in writing by Foundation. Foundation's compensation under this Agreement is based upon its representations to County, and Foundation certifies that the wage rates, factual unit costs, and other information supplied to substantiate Foundation's compensation, including without limitation those made by Foundation during the negotiation of this Agreement, are accurate, complete, and current as of the date Foundation executes this Agreement.

6.4. Public Entity Crime Act. Foundation 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 statute. Foundation 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 Foundation has been placed on the convicted vendor list.

6.5. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Foundation represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Foundation represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Foundation represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.6. Claims Against Contractor. Foundation represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other

board or official, pending or, to the knowledge of Foundation, threatened against or affecting Foundation, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Foundation to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Foundation or on the ability of Foundation to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.7. Verification of Employment Eligibility. Foundation represents that Foundation and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Foundation violates this section, County may immediately terminate this Agreement for cause and Foundation shall be liable for all costs incurred by County due to the termination.

6.8. Warranty of Performance. Foundation represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services 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. Foundation represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.9. Prohibited Telecommunications. Foundation represents and certifies that Foundation and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

6.10. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Foundation hereby attests under penalty of perjury as follows: Foundation is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Foundation; and the undersigned authorized representative of Foundation declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.11. Breach of Representations. Foundation acknowledges that County is materially relying on the representations, warranties, and certifications of Foundation stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b)

termination of this Agreement without any further liability to Foundation; (c) set off from any amounts due Foundation the full amount of any damage incurred; and (d) debarment of Foundation.

ARTICLE 7. INDEMNIFICATION

7.1. Foundation shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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 breach of this Agreement by Foundation, or any intentional, reckless, or negligent act or omission of Foundation, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Foundation shall, upon written notice from County, defend each Indemnified Party with 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.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Foundation shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B in accordance with the terms and conditions of this article. Foundation shall maintain insurance coverage against claims relating to any act or omission by Foundation, 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.

8.2. Foundation 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.

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

8.4. Foundation shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Foundation has been completed, as determined by Contract Administrator. Foundation 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).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

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

8.7. Foundation 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. Foundation 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 Foundation 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Foundation shall obtain same in endorsements to the required policies.

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

8.9. Foundation 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 Foundation under this article. Foundation 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. Foundation shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. Foundation or any Subcontractor 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 Foundation. If requested by County, Foundation shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. 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, Foundation 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.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, Foundation’s repeated (whether negligent or intentional) failure to submit payment, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

9.2. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.3 effective thirty (30) days after such notice was provided.

9.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by either Party with at least thirty (30) days advance written notice to the other Party. Foundation acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance notice to Foundation of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.4. 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.

9.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Foundation’s failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Foundation and Subcontractors shall not 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. Foundation shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Foundation must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Foundation to manage and supervise the performance of this Agreement. Foundation acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Services that 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, documents, materials, data, or other work created by Foundation in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Foundation hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Foundation to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Foundation may be withheld until all Documents and Work are received as provided in this Agreement. Foundation shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Foundation is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Foundation shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

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 Applicable 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 Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Foundation or keep and maintain public records required by County to perform the Services. If Foundation transfers the records to County, Foundation shall destroy any duplicate public records that are exempt or confidential and exempt. If Foundation keeps and maintains the public records, Foundation shall meet all requirements of Applicable Law 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.

If Foundation receives a request for public records regarding this Agreement or the Services, Foundation must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Foundation must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Foundation contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Foundation asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Foundation must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Foundation must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Foundation as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Foundation, or the claimed exemption is waived. Any failure by Foundation to strictly comply with the requirements of this section shall constitute Foundation’s waiver of County’s obligation to treat the records as Restricted Material. Foundation must 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 nondisclosure of Restricted Material in response to a third-party request.

IF FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-5230, DANIELLEHILL@BROWARD.ORG, 5301 SW. 31ST AVENUE 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 Foundation and all Subcontractors that are related to this Agreement. Foundation and all Subcontractors shall keep such books, records, and accounts as may be necessary 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, Foundation and all Subcontractors shall make same available in written form at no cost to County. Foundation shall provide County with reasonable access to Foundation's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Foundation and all Subcontractors 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 three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Foundation expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Foundation shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

If an audit or inspection reveals fraud or underpayment to County of any nature by Foundation in excess of five percent (5%) of the total contract billings reviewed by County, Foundation shall make adjustments for the underpayment, Foundation shall pay the reasonable cost of County's audit. 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 Foundation.

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

11.5. Independent Contractor. Foundation is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Foundation nor its agents shall act as officers, employees, or agents of County. Foundation 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 not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law 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 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.

11.8. Third-Party Beneficiaries. Neither Foundation nor County intends to primarily or directly 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 and Payment Address. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for County. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Office of Medical Examiner and Trauma Services
Attn: Chief of Medical Examiner Operations
5301 SW 31st Avenue
Fort Lauderdale, Florida 33301
rfreiheit@broward.org

FOR FOUNDATION:

Legacy Donor Services Foundation
Attn: General Counsel
2430 NW 116th Street
Miami, FL 33167
rey@vivex.com

11.10. 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 approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Foundation without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Foundation nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Foundation's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Foundation's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Foundation is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's 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 legal process. The limitations of this section shall not preclude Foundation 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. If Foundation is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services, Foundation shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Foundation.

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. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Foundation and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” 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 subsections thereof, 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. Any reference to approval by County shall require approval in writing, 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 within an article or section of this Agreement, the article or section 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Foundation.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. Payable Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Foundation for any reason, whether as prejudgment interest or for any other purpose, and Foundation waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22. 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).

11.23. 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.

11.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25. Use of County Name or Logo. Foundation shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Foundation certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.27. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Foundation, Foundation hereby attests under penalty of perjury that Foundation does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Foundation declares that they have read the foregoing statement and that the facts stated in it are true.

(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 _____, 20__; and Foundation, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

Alexandra
By Lozada Digitally signed by
Alexandra Lozada
Date: 2025.03.19 13:00:00
-04'00'
Alexandra Lozada (Date)
Assistant County Attorney

Adam
By Katzman Digitally signed by
Adam Katzman
Date: 2025.03.19
13:47:21 -04'00'
Adam Katzman (Date)
Deputy County Attorney

AML/jl
Legacy Usage Agreement
3/19/2025
#1115020

AGREEMENT BETWEEN BROWARD COUNTY AND LEGACY DONOR SERVICES FOUNDATION

FOUNDATION

LEGACY DONOR SERVICES FOUNDATION

DocuSigned by:
By: Christopher Agle
4C3F88800A254C0...
Authorized Signer

Chris Agle, President & COO
Print Name and Title

19th day of March, 2025

Exhibit A

Communications and Facility Usage Protocol

1. Terms

OMETS: Office of the Medical Examiner and Trauma Services
Foundation: Party authorized for Facility Usage within OMETS
DOH: Florida Department of Health

2. Use of Facility

The use of the Office of the Medical Examiner and Trauma Services (OMETS) facility is between County and Foundation as executed. Access includes Rooms 104, 149A, 149B, Autopsy Suite Room 161 and Morgue Refrigerator Room 160 as approved for use by Foundation.

a. 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: 0600 1730 hours; Sat/Sun/County Holiday(s) 0600 1630 hours; After Hours is after 1730 hours M - F; after 1630 hours Sat/Sun/County Holiday(s) until the next business day at 0600 hours.

Foundation approved staff will be provided access to the North and/or South Building(s) as approved by the Director (Chief) of OMETS.

b. Security Access- Building Security

Foundation approved staff will be provided with security access to select doors for their work needs. The building alarm access code will be one code for each authorized Foundation and provided to personnel who are issued County security cards for the purpose of procurement services. Unauthorized security access will be addressed through Communication as provided below in (II e) and in accordance with County Policy.

Foundation will have access during regular operating hours through approved door(s) by using their County-issued card without having to enter their alarm access code. After-hours access will require that Foundation personnel disarm the alarm using the provided

building alarm code and then re-arming the building when leaving, after assuring that there are no Body Transport staff or Medical Examiner staff in the building.

The administrative Foundation personnel will access the building through the South Building entrance that faces SW 31st Avenue during normal business hours Sunday through Saturday. Foundation staff may have access to additional doors in both the North and South Buildings as determined between OMETS and Foundation.

c. Push Button Access for Room Door at 149A

Foundation authorized liaison will be provided with the push button code to the door at Room 149A for dissemination to their appropriate staff. County (OMETS and Broward County Facilities Maintenance) will have the push button code and/or door key.

d. Notice of Other Contractor Access

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 South door 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.

Foundation will maintain and provide a current list of authorized names of personnel that have access to the building and annually complete the Broward County Access Control form with FDLE background search to the OMETS Chief of Medical Examiner Operations. This list will be updated any time there is a personnel change and at least verified annually.

e. Communication

To OMETS: Chief of Medical Examiner Operations, currently Richard Freiheit.
Office: 954-357-5255
Cell: 954-809-5524

To Foundation: Director, Donor Business Development
Office: (305) 689 - 1451
Cell: (305) 606 - 2677
Body Transport: Removal Transport Services of Broward, Inc. (RTS)
Keith Rider, President 954-943-8844

3. Biomedical Waste

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

Foundation must meet all the criteria through the Florida Department of Health through Florida Administrative Code 64E-16 through their policies and procedures.

4. Body Security transfer for procurement

a. Release of body to outside locations

In the event that this is necessary, releases will be in accordance with OMETS Policy 2.029 and 3.025.

Bodies released for transport off premises or returned to premises will be done during Morgue Regular Operating Hours.

b. 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 the assigned Medical Legal Investigator.

Foundation 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(s), currently the OMETS vendor is Removal Transport Services of Broward, Inc. (RTS).

The Foundation 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 Foundation 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.

5. General Safety Guidelines as per Foundation Policy and Procedure

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

6. Reporting Injuries as per Foundation Policy and Procedure

Foundation to provide OMETS with current Policy and Procedure and provide updates as they are made.

Foundation will provide a copy of any injury/exposure reports to OMETS.

7. Blood-borne Pathogen Exposure as per Foundation Policy and Procedure

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

Minimum Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

Project: Donor ServicesAgency: Office of Medical Examiner and Trauma Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" 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 <i>Note: May be waived if no driving will be done in performance of services/project.</i>			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"/> 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	\$1,000,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	
			*Maximum Deductible:		
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

 Digitally signed by Mark
 Stafford
 Date: 2024.10.25
 14:12:03 -04'00'

Risk Management Division