



CITY OF HOLLYWOOD, FLORIDA
OFFICE OF PROCUREMENT SERVICES

DATE: May 26, 2021 File No. PR-21-188
TO: Wazir Ishmael, Ph.D.
City Manager
VIA: Adam Reichbach 
Assistant City Manager for Finance and Administration
VIA: George R. Keller, Jr. CPPT 
Deputy City Manager
THRU: Steve Stewart 
Assistant Director, Financial Services for Procurement
FROM: Fire Rescue/Dan Booker 
Fire Chief
SUBJECT: Recommendation to Authorize the Letter of Agreement and the Addendum together with the renewal of Blanket Purchase Order Number B002872 from June, 1, 2021 – May 31, 2022 to South Broward Hospital District A/K/A Memorial Regional Hospital for medical supplies in an estimated annual amount of \$95,000.00.

ISSUE:

Fire Rescue has a continued need for medical supplies. Blanket Purchase Order number B002872 was approved for an initial period of June 1, 2019 - May, 31, 2020 with a one renewal period. This request is seeking the authorization of the letter of Agreement and the Addendum together with the 1st year renewal of the Blanket Purchase Order from June 1, 2021 – May 31, 2022. Medical supplies provided by South Broward Hospital District A/K/A Memorial Regional Hospital continues to be satisfactory.

AUTHORITY:

§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.

(C) Renewals:

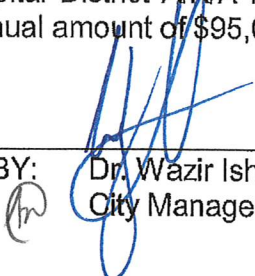
When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000, only the City Commission is authorized to approve such renewals. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed

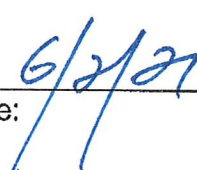
\$250,000, the CPO shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$25,000, the CPO shall have the authority to approve or reject the renewal if it is the first, second or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal.

Funding has been provided in the FY21 budget for Fire Rescue in Account Number 001.215101.52200.552320.000000.000.000.

RECOMMENDATION:

Authorize the Letter of Agreement and the Addendum together with the renewal of Blanket Purchase Order Number B002872 from June 1, 2021 – May 31, 2022 to South Broward Hospital District A/K/A Memorial Regional Hospital for medical supplies for an estimated annual amount of \$95,000.00.

APPROVED BY: 
Dr. Wazir Ishmael
City Manager


Date:

Attachments: Department Renew Docs
Blanket Purchase Order B002872
Addendum to Agreement



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES

DATE: March 3, 2021

FILE: PR-21-116

TO: Dan Booker, Fire Chief

FROM: *JE* Janice English, Purchasing Agent

SUBJECT: Blanket Contract Renewal for Medical Supplies from Central Services – Fire Rescue Department – B002872 – South Broward Hospital District DBA Memorial Regional Hospital

ISSUE:

The current period of the above blanket purchase order contract expires May 31, 2021. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

EXPLANATION:

If your department still has an operational need for the identified products and if a new contract is to be established, you must submit your product specifications and/or medical supplies lists, the budget account number and the estimated contracts annual expenditure amount to Procurement as soon as possible.

If you do not want a new agreement to be created for the purchase of the identified products, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above.

See the options below.

RECOMMENDATION:

Please reply as soon as possible by returning this memo and the Contract Renewal Evaluation form appropriately filled out, signed and dated.

Date: 03-03-21

To: Janice English, Procurement Services

The Fire Chief recommends the following:

XXX ☐ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 001.215101.52200.552320.000000.000.000.

☐ DO NOT prepare a replacement contract (items/services no longer needed).

XXX ☐ Estimated annual usage/expenditure is \$95,000.

Budget Account Number: 001.215101.52200.552320.000000.000.000.

By: Dan Booker *[Signature]*

Title: Fire Chief



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Department/Office Contract Renewal Evaluation

Date: 03-03-21	
Department/Office: Fire Rescue	Division/Area: 215101
Contact Person: Alexander N. Poli	Title: Division Chief of Administration
Contact phone number: 954-967-4248	Contact Email: Apoli@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: B002872 – South Broward Hospital District	
Contract Expiration Date: 05-31-2022	
Vendor: South Broward Hospital District	Contact Person: Diane Martin
Contact phone number: 954-276-5493	Contact Email: Dmartin@MHS.net
Good/Service: Medical Supplies	Solicitation #:

1. How would you rate the quality of goods/services?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	☒	☐	☐	☐
Value	☒	☐	☐	☐
Frequency of Contact	☒	☐	☐	☐
Responsiveness to request	☒	☐	☐	☐

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes ☐ No

If no, please explain?

N/A

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes ☐ No ☐ Did not need to contact

If no, please explain?

N/A



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

**Department/Office
Contract Renewal Evaluation**

6. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

N/A

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

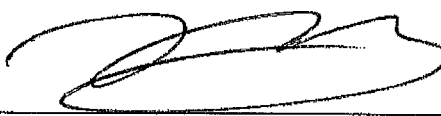
If no, please explain?

N/A

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

N/A

Department/Office Director's Name: Dan Booker

Department/Office Director's Signature: 

March 9, 2021

Diane Martin
South Broward Hospital District
d/b/a Memorial Healthcare
System
3501 Johnson Street
Hollywood, FL 33021

Dear Ms. Martin:

The Agreement with the South Broward Hospital District, d/b/a Memorial Healthcare System ("Memorial") for the purchase of medical supplies used by the City of Hollywood Fire Rescue and Beach Safety Department's ("Department") Advanced Life Support rescue vehicles will expire on May 31, 2021. This letter shall serve as a new Agreement ("Agreement") between Memorial and the Department for the purchase of medical supplies to be used by Departmental paramedics.

This Agreement shall commence on the date it is signed as indicated below and shall terminate one year from said date. This Agreement is to exercise the one (1) year renewal option provided by Memorial at both party's option, to be agreed to in writing. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice.

The Department estimates an annual expenditure of \$95,000.00. The Department, through the City of Hollywood, shall issue a Blanket Purchase Order to Suppliers (as defined below) to cover orders under this Agreement. Memorial shall invoice the Department on a monthly basis and payment will be made within forty-five (45) days following a receipt of a proper billing statement for all supplies provided hereunder, in accord with the Fee Schedule attached hereto as Exhibit "A". The Department is exempt from federal and state taxes and can provide proof as such upon request.

The Agreement is as follows:

Memorial agrees to allow the Department to purchase the inventory ("Inventory") listed on Exhibit "A" from Memorial's suppliers, which include: Cardinal Health ("Suppliers") using Suppliers then current pricing provided to Memorial. The parties hereby agree that additional items may be added by mutual written agreement of the parties.

Memorial agrees to deliver all ordered items to the Department at its Fire Training Facility located at: 3400 N. 56th Avenue, Hollywood, FL 33021 (back building) at a preset day once a week.

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045

hollywoodfl.org

Page 2
March 9, 2021
Medical Supplies Agreement

Memorial agrees to have items that are placed on a pallet, delivered by a vehicle with a lift gate in place.

The parties, as indicated by the signatures below, agree to the terms and conditions listed above in this Agreement, the Addendum to Agreement entered into contemporaneously herewith and attached hereto as Exhibit "B" and agree to the Fee Schedule in Exhibit "A" attached hereto.

South Broward Hospital District,
d/b/a Memorial Healthcare System

City of Hollywood, Florida, a municipal
corporation and of The State of Florida

By: _____

By: _____
Dr. Wazir Ishmael, City Manager

Print Name

Melissa Cruz, Financial Services
Director

Print Title

Month/Day/Year

Month/Day/Year

Approved as to form
For the South Broward Hospital
District:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

By: _____

By: Douglas R. Gonzales, City Attorney

Attest:

Patricia A. Cerny, MMC
City Clerk

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045
hollywoodfl.org



Blanket Purchase Order B002872

Supplier Details:

Company South Broward Hospital District
Memorial Healthcare System Memorial Regional Hospital
Contact
Address 3501 Johnson Street
Hollywood, FL 33021

Submit your response to:

Company City of Hollywood, FL - Fire Administration
Contact Poli, Alexander
Address 2741 Stirling Rd
Hollywood FL 33020
Phone 1-954-967-4248
Fax
E-mail apoli@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Order with your Company based on the following:
Letter Of Agreement



Blanket Purchase Order B002872

Agreement	B002872
Agreement Date	05/11/2016
Change Order	2
Change Order Date	05/11/2016
Revision	2
Agreement Amount	256,584.22 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier

South Broward Hospital District
Memorial Healthcare System Memorial Regional
Hospital
3501 Johnson Street
Hollywood, FL 33021

Notes

Medical Supplies-Fire Rescue

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	10419	Immediate	None	Destination
	Start Date	End Date	Shipping Method	
	06/01/2018	05/31/2021		
Initial Award Term	06/01/2019	05/31/2020		
First Renewal Period	06/01/2020	05/31/2021		
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments

Type	File Name or URL	Title	Description
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Line	Item	UOM	Price	Expiration Date
1	Medical supplies: fire rescue Supply and delivery of medical Supplies from central services To be invoiced and paid monthly Agreement dated:07/03/2018		0.00	
	Supplier Item			
	Notes Medical supplies: fire rescue Supply and delivery of medical Supplies from central services To be invoiced and paid monthly Agreement dated:07/03/2018			
Attachments				
Type	File Name or URL	Title	Description	



Blanket Purchase Order B002872



Blanket Purchase Order B002872

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources ~~and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.~~

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of repurchase.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Order B002872

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned ~~at the Seller's expense.~~

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Paul A. Bassar
Director of Procurement & Contract Compliance

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT ("Addendum") amends that certain Letter Agreement for the purchase of medical supplies used by the City of Hollywood Fire Rescue and Beach Safety Department (hereinafter referred to as "Agreement") by and between the CITY OF HOLLYWOOD, FLORIDA (hereinafter referred to as "**Company**") and SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as "**Memorial**," Company and Memorial shall each be referred to individually as a "Party" and collectively as the "Parties") entered into contemporaneously herewith and effective thereon, as follows:

1) Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

Self-Insurance. Memorial shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify the Company, for, and defend it against, tort liabilities sought to be imposed upon the Company solely as a result of the actual or alleged liability for the acts or omissions of Memorial, or its employees or agents acting within the scope of their duties for Memorial. The duty to defend may be satisfied by providing a defense in kind, or, at Memorial's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Memorial in excess of the amount of Memorial's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall be deemed to require indemnification by Memorial of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase Memorial's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Memorial for the acts or omissions of any party other than itself, its agents, and its employees.

Limitation of Liability. Notwithstanding any provision of this Addendum or the Agreement to which it is applicable, other than the compensation to be paid to Company under said Agreement, Memorial shall not be liable or responsible to Company beyond the monetary limits specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall Memorial be liable to Company for punitive or exemplary damages or for lost profits or consequential damages.

Non-Discrimination. During performance of the Agreement, Company and any subcontractor and/or joint venturer shall not discriminate on the basis of race, color, gender, national origin, sexual orientation, age, disability, sex, pregnancy, religion, veteran status, military service, marital status, genetic information or any other status specifically protected by all applicable laws, in the provision of services and goods to Memorial, the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the Agreement.

Vendor Anti-Harassment. During the performance of the Agreement, neither the Company nor any subcontractor nor any person on their/its behalf shall in any manner engage in sexual and/or any other harassment based on race, color, gender, religion, national origin, disability, marital

status, sexual orientation, veteran status, age, pregnancy, genetic information and any other categories protected by applicable federal, state or local law, ordinance or rule.

The Company and any subcontractor shall establish and maintain a written harassment policy and shall inform their employees and/or agents of the policy. The Company and/or any subcontractor understands its obligation to abide by Memorial policies during the performance of the Agreement, including, but not limited to, Memorial's Anti-Harassment Policy, which shall be provided to the Company and any subcontractor upon request.

The Company shall include the provisions of this Anti-Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

A breach of this clause shall constitute a material breach of the Agreement and may result in immediate termination of the Agreement. In the event of a breach of this provision, Memorial preserves its right to avail itself of all remedies available to it in law or in equity.

Public Records Law. Company understands that Memorial is a Political Subdivision of the State of Florida and, as such, is subject to Ch. 119, Fla. Stat., commonly known as Florida's Public Records Law. Further, Company acknowledges and agrees that it is Company's responsibility to ensure that it properly protects any information which Company deems to be exempt from disclosure under Florida's Public Records Law. A failure by Company to protect such information may constitute a waiver by Company of any applicable exemptions from disclosure including ones that may be applicable to trade secrets under Florida law. Neither Party shall be deemed to be in breach of the Agreement for withholding records when release is not permitted by law or for disclosing records when required by law. Company acknowledges and agrees that the pricing and other compensation payable to Company under the Agreement may not be confidential, and may need to be disclosed pursuant to Florida Statute 119.

Memorial will notify Company of any instance in which the disclosure or copies of Company's confidential information is requested by any party pursuant to Chapter 119 or if there is a request for Memorial Records not within Memorial's possession. Company shall provide a copy of the requested Memorial Records or allow the Memorial Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. If Company wishes Memorial to deny the request for disclosure or copies or any part thereof, Company must reply to Memorial as soon as reasonably possible but in no event later than eight (8) business days. Further, Company shall (i) provide Memorial with the redacted material; and (ii) advise Memorial of (a) the legal basis for claiming the information should be withheld and (b) the specific section of the Florida Statutes that exempts this material from mandatory disclosure. If Company fails to respond as required under this Section, Memorial may release the requested documents. If the party requesting the disclosure contests the legal basis for Company's withholding any of the documents, then Company will, at its sole cost, defend its position. To the extent Memorial incurs liability for costs or attorney's fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal, Company agrees to indemnify and hold harmless Memorial for those costs and fees.

If Company enters into a contract for services with and is acting on behalf of Memorial, the following language is required by Florida Statute § 119.0701:

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 265-5933, MHSLEGAL@MHS.NET, AND MEMORIAL HEALTHCARE SYSTEM, ATTN: GENERAL COUNSEL, 3111 STIRLING ROAD, HOLLYWOOD, FL, 33312.

Standard Medicare Disclosure. To the extent validly required pursuant to Section 1395x(v)(1)(I) of Title 42 of the United States Code and Regulations duly promulgated thereunder, (a) until the expiration of four years after the furnishing of services pursuant to the Agreement, Company shall, upon written request, make available to the United States Secretary of Health and Human Services (the "Secretary") or to the United States Comptroller General (the "Comptroller"), or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Company under the Agreement, and (b) in the event Company carries out any of its duties under the Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request, make available to the Secretary or the Comptroller, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

Independent Contractor. Company and Memorial are "independent contractors" and nothing in the Agreement is intended nor shall be construed to create an employer/employee or agent relationship.

Lobbying of Memorial. **This Section deals with lobbying Memorial only, and does not apply to or include lobbying of any State or Federal Agency, Legislature, or other governmental authority.** Company warrants that either: (A) it has not retained any "Lobbyist," which for the purposes of this Section is a contractor, company or person, other than its own bona fide employees, to solicit or secure the Agreement and that it has not paid or agreed to pay any Lobbyist, other than its bona fide employees, any fee, commission, gift, or other consideration to solicit or secure the Agreement OR (B) any Lobbyist retained by Company who is not an employee of Company has registered with Memorial's Office of General Counsel in accord with Memorial's Lobbying Policy. If Company is found to have breached this warranty, Memorial may terminate the Agreement, or, at its discretion, deduct from amounts payable under the Agreement the full amount of such fee, commission, gift, or other consideration.

Scrutinized Companies. In accordance with the requirements of F.S. 287.135 and F.S. 215.473, Company warrants and represents that it is not: 1) participating in a boycott of Israel; 2) on the Scrutinized Companies that Boycott Israel list; 3) on the Scrutinized Companies with Activities in Sudan List; 4) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 5) engaged in business operations in Syria (collectively, the "Scrutinized Companies"). During the term of the Agreement, Company shall have a continuing obligation to warrant and represent compliance with this provision and shall immediately notify Memorial if there is any change. Memorial shall have the right to immediately terminate the Agreement where under applicable law such a change would warrant termination.

HIPAA Compliance. Company warrants and represents that Company will not require access to Memorial's Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), in order to perform its duties under the Agreement.

Assignment. The Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and assigns. Neither Party may assign either the Agreement or any of its rights, interests, or obligations under the Agreement (whether by operation of law or otherwise) without the prior written consent of the other Party (which may be withheld for any reason). A Party may, without the consent required by the previous sentence, assign the Agreement (a) to a successor legal entity in connection with (1) the transfer, sale or other conveyance of all or substantially all of its assets, or (2) a merger or consolidation (or other similar transaction); and (b) to an Affiliate (as defined below); provided, further, that the assigning Party must give the other Party thirty (30) days' prior written notice of such assignment and any default, impairments or other objections under the Agreement (failing to provide such notice shall be deemed an intentional waiver thereof). Any other attempted assignment, transfer, conveyance or disposition by a Party of the Agreement or any of its rights, interests, or obligations under the Agreement will be null and void. Any permitted successor or assign of a Party shall assume all obligations of the assigning Party under the Agreement regardless of when arising, and will be deemed substituted for that Party under the terms of the Agreement for all purposes. No assignment will relieve, release or discharge the assigning Party of responsibility for the performance of any its obligation under the Agreement that has accrued as of the effective date of the assignment. "Affiliate" means with respect to a Party, any other legal entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, that Party where "control" means, and shall be deemed to exist if, the controlling entity owns more than 50% of the equity interests of the controlled entity.

Counterparts; Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement. The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Transaction Act, and any document accepted, executed or agreed to in conformity with such law will be binding on both Parties the same as if it were physically executed. The affixing of the Parties of their actual signatures to this Agreement, and delivery then by facsimile or scanned copy attached to an email, shall constitute sufficient delivery, communication and record of the formation of this transaction.

2) In the event of conflict between the terms of this Addendum and the Agreement (including any and all attachments thereto and amendments thereof), the terms of this Addendum shall prevail.

3) Except as specifically amended or modified herein, the Parties do hereby ratify and confirm in all other respects the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals effective as of the effective date of the Agreement.

SOUTH BROWARD HOSPITAL DISTRICT
d/b/a MEMORIAL HEALTHCARE SYSTEM

By: _____

Its: _____

Printed Name: _____

Date: _____

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

ATTEST:

DR. WAZIR ISHMAEL, CITY MANAGER

PATRICIA A. CERNY, MMC
CITY CLERK

MELISSA CRUZ, FINANCIAL SERVICES DIRECTOR

ENDORSED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of
The City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY