



CITY OF HOLLYWOOD, FLORIDA

Procurement Services Division

2600 Hollywood Blvd. • Room 303 • P. O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954)921-3299 • Fax (954)921-3086

March 17, 2015

Diane Martin
Memorial Regional Hospital
3501 Johnson Street
Hollywood, FL 33021

Dear Ms. Martin:

The Agreement with the South Broward Hospital District, d/b/a Memorial Healthcare Systems ("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, 2015. This letter shall serve as a new 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 includes an option to renew for one additional one-year period, at both party's option, to be agreed to in writing by the parties. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice.

The Department estimates an annual expenditure of \$120,000. 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.

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March 17, 2015
Medical Supplies Agreement

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.

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 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: _____

Peter Bober, Mayor

Print Name

Approved by: _____

Matthew Lalla

Director of Financial Services

Print Title

Month/Day/Year

Month/Day/Year

Approved as to form
For the South Broward Hospital
District:

Approved as to form and legality
For the use and reliance of the
City of Hollywood, Florida only.

By: _____

By: _____

Jeffrey P. Sheffel, City Attorney

Attest:

Patricia A. Cerny, MMC
City Clerk

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT ("Addendum") amends that certain contract (hereinafter referred to as "Agreement") by and between CITY OF HOLLYWOOD (hereinafter referred to as "Hollywood") and SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as "Memorial") 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 Hollywood, for, and defend it against, tort liabilities sought to be imposed upon Hollywood 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, Memorial shall not be liable or responsible to Hollywood 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 Hollywood for punitive or exemplary damages or consequential damages.

2) In the event of conflict between the terms of this Addendum and the Agreement, 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

SIGNATURE: _____

PRINT: _____

TITLE: _____

DATE: _____

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

ATTEST:

By: _____
PETER BOBER, MAYOR

PATRICIA CERNY, MMC
CITY CLERK

Approved By:

MATT LALLA, DIRECTOR OF FINANCIAL SERVICES

ENDORSED AS TO FORM & LEGALITY
For the use and reliance of the City of
Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY



JM #7307
March 23, 2015

EXHIBIT A

ITEM #	CAT #	DESCRIPTION	PRICE	PURCHASING U/M	FACTOR
1330-00303	2F7124	1000 ML .9NACL IRRIG 2F7124	\$30.12	CA	12
0900-07380	22455A	ELECTRODE MEDI-TRACE 455 FOAM	\$57.18	CA	120
0900-00012	45-0002	ARMBOARDS LONG 45002-11-MPG	\$64.16	CA	100
0900-00122	CT6006-1	Label Chemo Tape 1/2"x3" 500/RL	\$14.56	RL	1
0900-08788	R849100	ASHERMAN CHEST SEAT	\$88.48	BX	10
1830-00035	H80465C	LINERS CAN 40X46 COLOR CLEAR SEAL	\$18.46	CA	125
1410-00004	23593-03LF	BANDAGE ELASTIC 3"	\$7.09	PK	12
1410-00174	23593-04LF	BANDAGE ELASTIC 4"	\$8.93	PK	12
07062C7565	2C7565	BURETROL IN LINE 150ML - NO LONGER MADE	\$187.00	CA	48
0200-00525	001201	CANNULA CURVED FLARED TIP 7	\$23.55	CA	50
0900-00050	2N8399	CAP INJECTION INTERLINK	\$402.13	CA	200
1310-00069	J13055	CATHETER IV PROTECT 18 GA	\$89.01	BX	50
1310-00031	J13057	CATHETER IV PROTECT 20 GA	\$89.01	BX	50
1310-00015	5M3060	CATHETER IV PROTECT 22 GA	\$446.53	CA	200
0900-08764	11440-012	COLD PACKS	\$8.70	BX	12
0200-00474	R120900040	CRICOTHYROTOMY KIT ADULT	\$144.13	EA	1
0200-00379	R120900020	CRICOTHYROTOMY KIT PEDIATRIC	\$144.13	EA	1
0900-08789	C6405-5A	DISPOSABLE TOWELS KAYDRY	\$58.77	CA	15
0900-08792	P31091427A	ECG PAPER LP-12	\$50.28	CA	18
1500-00003	1620-001	ELECTRODE INFANT	\$4.88	BX	30
0910-00008	47119-170	FILTER N-95 RESPIRATOR	\$15.26	BX	35
2500-00042	S255064	GLOVE NITRILE EXAM LARGE	\$7.17	BX	200
2500-00045	S255063	GLOVE NITRILE EXAM MEDIUM	\$7.17	BX	200
2500-00044	S255062	GLOVE NITRILE EXAM SMALL	\$7.17	BX	200
2500-00072	S255065	GLOVE NITRILE EXAM X-LARGE	\$7.17	BX	200
0900-02826	8883B	GLOVE VINYL LARGE	\$4.32	BX	150
0900-02825	8882B	GLOVE VINYL MEDIUM	\$4.32	BX	150
0900-02827	8884	GLOVE VINYL X-LARGE	\$4.32	BX	130
0900-08790	HU01828	INFANT NASAL CANNULA	\$59.89	CA	50
0900-08791	396218	INFANT OXYGEN MASK	\$36.99	BX	50
1340-00266	2C6401	IV DRIIPS	\$101.25	CS	48
0900-00580	2B1324X	IV FLUID 1000ML NS	\$24.18	CA	14
1330-00277	2B1323Q	IV FLUID500ML NS	\$35.49	CA	24
1300-00085	01-8000C	IV START KIT	\$73.79	CA	100
1230-00401	SLHF100	LANCET SAFETY 21 GA	\$10.85	BX	100
0900-08793	005641-200	MACINTOSH 2" BLADE	\$59.04	BX	1
0900-08794	R005645350	MACINTOSH 3 1/2" BLADE	\$59.04	EA	1
0910-00084	KC28820	MASK WITH FACESHIELD	\$46.54	CA	300
0200-00531	001203	MASK OXYGEN NON REBREATH ADULT	\$35.74	CA	50
0200-00092	01058	MASK PEDIATRIC NON-REBREATH	\$59.55	CA	50
0900-08795	005650-050	MILLER BLADE 0	\$59.04	BX	1
0900-08796	005651-100	MILLER BLADE 1	\$59.04	BX	1
0900-08797	005653-300	MILLER BLADE 3	\$59.04	BX	1
0200-00052	D02438	NEBULIZER MISTY MAX	\$26.68	CA	50
0900-08798	01101	PEDS NASAL CANNULA	\$55.24	CA	50
2600-00075	B1-570121	SYRINGE 12ML SALINE FLUSH	\$44.24	CA	180
1430-00014	M1538-3	TAPE SURGICAL DURAPORE 3"	\$6.84	BX	4
0200-00493	B060RTC	TUBE ENDO CUFF 6.0	\$96.77	CA	40
0200-00494	B065RTC	TUBE ENDO CUFF 6.5	\$96.77	CA	40
0400-00392	43157-070	TUBE ENDO CUFF 7.0	\$15.93	BX	10
0400-00393	43157-075	TUBE ENDO CUFF 7.5	\$15.93	BX	10
0200-00497	B080RTC	TUBE ENDO CUFF 8.0	\$96.77	CA	40



JM #7307



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: March 17, 2015 **FILE:** PR-15-103

TO: Eric Busenbarrick
Fire Chief

VIA: Joel Wasserman *[Signature]*
Director, Procurement Services

FROM: Janice English *[Signature]*
Procurement Contracts Officer

SUBJECT: Blanket Contract for Medical Supplies from Central Stores – Fire Rescue Department – B002580 – Memorial Support Services

ISSUE:

The current period of the above blanket purchase order contract expires May 31, 2015. The contract agreement was based upon a Letter of Agreement and there are no additional renewal options available.

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 before March 31, 2015 by returning this memo appropriately filled out, signed and dated.

Date: 3-18-15

To: Janice English, Procurement Services

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March 17, 2015
File No. PR-15-103

The Fire Chief recommends the following:

_____ Establish a new contract. See the attached product specifications and product usage quantities

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

X Estimated annual usage/expenditure is \$ 120,000.00

Budget Account Number: 01 2151 00000 522 005232

By: 

Title: Fire Chief



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

Date: 3-18-15	
Department/Office: FIRE-RESCUE	Division/Area: Admin.
Contact Person: Dan Dapolito	Title: Division CHIEF
Contact phone number: 954 967-4248	Contact Email: ddapolito@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: B002580	
Contract Expiration Date: 5-31-15	
Vendor: Memorial Health Care System	Contact Person: Diane Martin
Contact phone number: 954 276-5493	Contact Email:
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

☒ Yes ☐ No

If no, please explain?

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?



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?

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?

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

Department/Office Director's Name: Eric Busenbarrick

Department/Office Director's Signature: 