

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** February 1, 2017

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Blanket Purchase Order and Software License Agreement with Autoscribe Informatics

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Utilities
- 2) Type of Agreement – Purchase Order and Software License Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Informal Solicitation
- 4) Term of Contract
 - a) initial – One time purchase
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$47,062.00
- 6) Termination Rights – Either party may terminate with cause upon 14 day's notice for failure to remedy a material breach.
- 7) Indemnity/Insurance Requirements – Intellectual Property Indemnity: The Licensor ("Autoscribe Informatics") agrees to indemnify the Licensee (the "City") against all actions, claims, proceedings, damages, costs and expenses arising from any actual or alleged infringement of Intellectual Property Rights arising from the Licensee's use of the Program Materials anywhere in the world provided such use is in accordance with the terms of this agreement and that the Licensee promptly notifies the Licensor in writing of any such allegation.

At the Licensor's request and expense, the Licensee shall permit the Licensor to conduct all negotiations and litigation. The Licensee shall give all reasonable assistance and the Licensor shall pay the Licensee's costs and expenses so incurred.

The Licensor may, at its expense, modify or replace the Program Materials to avoid any alleged or actual infringement and any modification or replacement must not affect the performance of the Program Materials.

This indemnity shall not apply to infringements arising directly from the combination of the Program Materials with other items not supplied by the Licensor.

Indemnity: Without prejudice to any other rights or remedies available to the Licensee, the Licensor shall indemnify the Licensee for personal injury or death, and against all loss of or damage to any tangible Licensee property, caused by the negligence of the Licensor or its employees or agents in relation to the performance of their duties under this agreement.

8) Scope of Services – Contractor shall provide a software upgrade to the existing Laboratory Information Management Systems (LIMS).

9) Other Significant Provisions – Agreement governed by the laws of England and Wales.

cc: Dr. Wazir Ishmael, City Manager