

DOCUMENT ROUTING FORM

9/30/13 (2) ✓ (4)

NAME OF DOCUMENT: Release of Waiver, Medical Supplies

Approved Comm. Mtg. on 9/03/13 Pur-4, 2012 CAR# Memo 13-1095

ITEM: [ ] M - [ ] PH - [ ] O - [ ] CR - [ ] R

Routing Origin: [x] CAO [ ] ENG. [ ] COMM. DEV. [ ] OTHER

Also attached: [x] copy of CAR [ ] copy of document [ ] ACM Form [ ] # originals

By: CR. forwarded to: Initials

1.) Approved as to Content: [Signature] Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED [ ] YES [x] NO Capital Improvement Projects

2.) Approved as to Funds Available: by (see attached CAM) Finance Director Date:

Amount Required by Contract/Agreement \$ Dept./Div.

FUNDING SOURCE: Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form # 2 Originals to City Mgr. By: [Signature]

Harry A. Stewart Cole Copertino Robert B. Dunckel Ginger Wald D'Wayne Spence Paul G. Bangel Carrie Sarver DJ Williams-Persad [Signature]

4.) Approved as to content: Assistant City Manager: By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # 2 originals to Mayor.

6.) Mayor: Please sign as indicated and forward # 2 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards 1 original documents to CarrieK x5141

[ ] Copy of document to [ ] Original Route form to [ ] Attach certified copies of Reso. # [ ] Fill-in date

9/27

**SHERIFF OF BROWARD COUNTY, FLORIDA  
RELEASE AND WAIVER OF LIABILITY  
PURCHASE OF FIRE, MEDICAL AND PHARMACEUTICAL SUPPLIES  
AND/OR MAINTENANCE  
AND REPAIR SERVICES FOR FIRE AND RESCUE EQUIPMENT**

**NOTICE:** This Hold Harmless, Indemnity, Release and Waiver of Liability Form when signed is a contract with legal consequences. PLEASE READ IT CAREFULLY BEFORE SIGNING!

**TO THE SHERIFF OF BROWARD COUNTY:** In consideration of the opportunity afforded to the undersigned entity to participate in a program established by the Sheriff to allow the entity, including its directors, officers, agents, employees, representatives, volunteers or servants, to purchase fire, medical and/or pharmaceutical supplies directly from the Sheriff and/or purchase maintenance and repair services for its fire and rescue equipment from the Sheriff, the entity makes the following contractual representations and agreements:

The entity understands that the fire, medical and pharmaceutical supplies are provided "as is" with all faults and BSO makes no representations or warranties, either expressed or implied, regarding the fire and medical supplies, including the warranty of merchantability and fitness for a particular purpose.

The entity agrees to assume the risks associated with the procurement, use, maintenance or storage of the supplies and/or maintenance and repair services for its fire and rescue equipment.

The entity understands that the purchase of pharmaceutical supplies will involve access to the Sheriff's computerized inventory management system (E-store) which will include access to confidential and proprietary vendor information deemed a trade secret pursuant to Section 812.081, Florida Statutes (2012) ("Confidential Information"). The entity agrees not to disclose this Confidential Information to any third parties without the express written consent of Sheriff and vendor. To the extent provided by Section 768.28, Florida Statutes (2012), the entity shall hold harmless and indemnify the Sheriff for claims, actions, damages, costs or expenses of any nature arising out of or any in way resulting from the entity's unauthorized releases of any Confidential Information to any third parties. Sheriff reserves the right to immediately terminate the entity from the Sheriff's procurement program for violation(s) of the program's policies.

The entity releases and forever discharges the released parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the procurement use, maintenance or storage of the supplies and/or the maintenance and repair services for its fire and rescue equipment and further agrees, to the extent permitted by Section 768.28, Florida Statutes (2012), to indemnify and hold harmless each of the released parties against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees.

The released parties are BSO, the Sheriff of Broward County, and his employees, agents and servants.

Nothing herein shall be construed as a waiver of any right or claims against the manufacturer of any products purchased pursuant to this program or any other party other than the released parties identified herein. Nothing contained herein shall be construed as a waiver of sovereign immunity by the City of Fort Lauderdale.

The entity has read the above provisions, fully understands the terms, and understands that it is giving up substantial rights by signing this document and has signed it freely and without any inducement or assurance of any nature and intends it to be a complete and unconditional release of such rights to the greatest extent allowed by law and agrees that, if any portion of this agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

In entering this agreement, I represent that I have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of my own legal representative, who is an attorney of my own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this agreement have been completely read and that those terms are fully understood and voluntarily accepted by me.

This Hold Harmless, Indemnity, Release and Waiver of Liability once executed by an individual authorized by the entity shall be deemed continuing in nature and shall remain in full force and effect for all purchases made by the entity under the program. This Hold Harmless, Indemnity, Release and Waiver of Liability shall be effective as of the date of execution as shown below.

**Name of Entity**

**Name of Individual Authorized to Execute**

CITY OF FORT LAUDERDALE

SEE ATTACHED SIGNATURE PAGE

[Print Name]

By: See attached signature page

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

CITY OF FORT LAUDERDALE

Safaa Ali  
Safaa Ali

By [Signature]  
Mayor  
17 day of September, 2013.

Print Name  
Alexa D. Bendo  
Alexa D. Bendo

By [Signature]  
City Manager  
16<sup>th</sup> day of September, 2013.

Print Name

(CORPORATE SEAL)

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney