

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as “City”), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 and Henry Schein, Inc, a Delaware corporation authorized to do business in the State of Florida (herein after referred to as “Supplier”), whose address 135 Duryea Road Melville, NY 11747 this _____ day of _____, 20_ (“Effective Date”).

WHEREAS, the City desires to procure medical supplies, equipment and pharmaceuticals for the EMS division of the City’s Fire Rescue Department; and

WHEREAS, on March 14, 2024, Eagle County Health Service District (a quasi-municipal corporation) dba Eagle County Paramedic Services (the “Principal Procurement Agency”) and the Public Safety Association Inc. (the “Company”), issued RFB No. 2024-02, for Medical Supplies, Equipment, and Pharmaceuticals (“RFB”); and

WHEREAS, in accordance with RFB No. 2024-02, the Company and Principal Procurement Agency entered into an agreement with Supplier for services effective June 1, 2024, for a term of (3) three years with one (1) option to renew for a two-year period (the “Underlying Agreement”); and

WHEREAS, the City desires to procure medical supplies, equipment, and pharmaceuticals from Supplier, in accordance with the same terms, conditions, and pricing provided under the Underlying Agreement, subject to the terms and conditions of this Agreement, the City’s Purchasing ordinance, and Florida Law.

WHEREAS, Supplier agrees to extend the terms, conditions, and pricing of the Underlying Agreement to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Supplier shall provide medical supplies equipment, and pharmaceuticals to the City in accordance with and pursuant to the same terms, conditions, and pricing of the Underlying Agreement in accordance with the Supplier’s Price Proposal Summary Attached hereto as Exhibit ‘A’.
3. This Agreement shall terminate on June 1, 2027, unless the Underlying Agreement is renewed by the Principal Procurement Agency and the Company. If the Underlying Agreement is renewed, this agreement will automatically be renewed.

The City, at its sole discretion reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Supplier. Upon receipt of such notice, the Supplier shall not incur any additional costs under the Agreement. The City shall be liable only for the reasonable costs incurred by Supplier prior to the date of termination. The City shall be the sole judge of “reasonable costs.”

4. Whenever either Party desires to give notice to the other, such notice must be in writing,

sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

FOR SUPPLIER:

Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747
Attn: Jeff Klingler, VP & GM

5. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
6. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
7. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243- 7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM. .**
 - a. Supplier shall comply with applicable public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Supplier does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Supplier or keep and maintain public records required by the City to perform the service. If the Supplier transfers all public records to the City upon completion of the Agreement, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Supplier does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
8. Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Supplier and its subcontractors and lower tier subcontractors. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
9. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
10. By entering into this Agreement, Supplier acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Supplier affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this

section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Supplier, the Supplier may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Supplier.

11. The Supplier shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Supplier expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Supplier shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.
12. Pursuant to Florida Statute §787.06(13), Supplier has provided to the City an affidavit executed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that Supplier does not use coercion for labor or services as defined in the statute.
13. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:
 - a. Terms and conditions as contained in this Agreement.
 - b. Terms and Conditions of RFB No. 2024-02.
 - c. Supplier response to Solicitation RFB No. 2024-02 and any subsequent information submitted by Supplier during the evaluation and negotiation process.

[Remainder of page intentionally left blank]

P2025-008 Medical Supplies, Equipment and
Pharmaceuticals

IN WITNESS WHEREOF, the City and Supplier executed this contract as of the day and
year first above written.

ATTEST:

CITY OF DELRAY BEACH

By: _____
Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney

HENRY SCHEIN MEDICAL, A DIVISION OF
HENRY SCHEIN, INC.

By: Julia Strange
Print Name: Julia Strange
Title: Supervisor, EMS

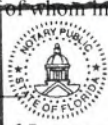
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STATE OF Florida
COUNTY OF Volusia


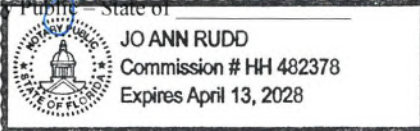
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization, this 20 day of March, 2025 by
Julia Strange (name of person), as Supervisor (type of authority)
for Henry Schein, Inc. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____



JO ANN RUDD
Commission # HH 482378
Expires April 13, 2028

P2025-008 Medical Supplies, Equipment and
Pharmaceuticals


Notar Public — State of 

**SECRETARY'S CERTIFICATE
OF
HENRY SCHEIN, INC.**

The undersigned does hereby certify that she is the duly elected, qualified and acting Secretary of Henry Schein, Inc., a Delaware corporation (the "**Corporation**"), and as such has access to the Corporation's books and records and is familiar with the matters therein contained, and the undersigned does hereby further certify that:

1. Julia Strange, Supervisor, EMS is authorized to approve bid proposals for the sale of equipment and merchandise submitted by the Corporation in an amount less than \$400,000 and for a current term of one year or less ("Bid Proposals").
2. Attached hereto as **Exhibit A** is a true, complete and correct copy of the Resolution duly adopted by the board of directors of the Corporation on May 31, 2024, approving the appointment of authorized signatories (including Julia Strange) in conjunction with Bid Proposals for the Corporation. The authorization for Julia Strange to sign Bid Proposals has not been modified, amended, annulled, or rescinded since its adoption and remains in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary of the Corporation this 7th day of March 2025.

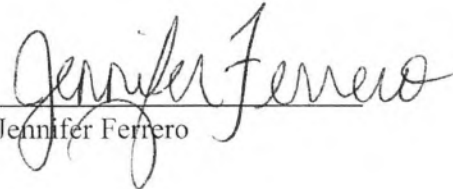

Jennifer Ferrero

Exhibit A

Authorized Signatories Resolution

Resolution No. 4

**Resolutions of the Board of Directors of
Henry Schein, Inc.
Authorizing Signatories for Corporate Bids**

WHEREAS, as part of the Corporation's standard business practice, the Corporation prepares corporate bids in response to request for bid proposals; and

WHEREAS, many of the requests for bid proposals require that a corporate resolution identifying the "authorized signatories" for such bid be included in the bid package.

NOW, THEREFORE, BE IT:

RESOLVED, that each Vice President of the Corporation and each of the following individuals be appointed as "authorized signatories" in conjunction with corporate bid proposals for the sale of equipment and merchandise submitted by the Corporation in an amount less than \$400,000 and for a contract term of one year or less, to serve in place of, and removing all others appointed heretofore, until their successors are duly appointed:

Brande Armstrong, Senior Operations Manager, Dental School
Mukhdoom Bukhat, Associate Manager, Dental Analytics
Monica Casais, Director Field Service Operations
Jessica Casarez, Manager, Sales and Equipment Operations
Stephanie Chillemi, Senior Manager, Customer Proposals and Projects, Strategic Accounts
Kim Dantone, Associate Manager, Medical Agreements and Administration
Steven Ervin, Strategic Account Manager, Capital Equipment
Brooke Ferrari, Supervisor II, Medical Bids
Ryan Finnegan, Manager, Sales and Equipment Operations
Yafeht Gonzalez, Director, NADG Wholesale & International
Dan Hill, Manager, Customer Success, North American Strategic Account Support
Lynne Hogan, Bid Specialist, Special Markets
Drew Horne, Director, Equipment Sales, Strategic Accounts
Eric Kearns, Director, Athletics & Schools
Meghan Layer, Supervisor I, Medical Bids
Billy Lins, Manager, Customer Success, North American Strategic Account Support
Megan LoRé, General Manager, Dialysis & Operations
Michelle Mills, Senior Director, Medical Finance Planning & Analysis
Dan O'Connell, General Manager, EMS Specialty, Medical
Frank Papalia, Senior Manager, Enterprise Bids and Quotes
Alysa Randolph, Director, Dental Multisite Operations & Pricing Strategy
Rhonda Rivera, Senior Director, University Health
Roussana Rodriguez, Manager, Medical Agreements and Administration
Kimberly Smith, National Sales Director, US Dental Schools
Abby Sneag, Senior Director, One Schein Operations
Julia Strange, Supervisor, EMS
Caroline Vega, Manager, Regional Sales, Market Development
Joanne Viggiano, Supervisor II, Medical Bids
Michelle Zerbo, Director Enterprise RFP Operations

RESOLVED, that each of the foregoing appointed “authorized signatories” also be permitted to execute any additional documents required by the request for bid proposal by an authorized person, excluding those requiring the signature of an officer of the Corporation, that may arise from time to time; and be it further

RESOLVED, that the officers of the Corporation be, and each of them in their sole discretion hereby are, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, with such changes and further actions, as such individuals may approve as necessary or desirable to carry out the purposes of the foregoing resolutions, any such individuals taking of any such action, to be conclusive evidence of such approval and of the approval of the Board of Directors; and be it further

RESOLVED, that all actions heretofore taken by any officer of the Corporation in connection with the foregoing resolutions, be, and they hereby are, approved, ratified and confirmed in all respects.