

LOBBYIST SERVICES AGREEMENT

Between

NORTH BROWARD HOSPITAL DISTRICT

And

McKee Communications, Inc.

This Lobbyist Services Agreement (“Agreement”), by and between the **North Broward Hospital District** (“NBHD” or “District”), and **McKee Communications, Inc.** (“Lobbyist”), takes effect on March 1, 2013 (“Effective Date”).

RECITALS

WHEREAS, NBHD desires to obtain the Services specified herein; and

WHEREAS, Lobbyist is desirous of accepting the duties and responsibilities of providing the Services specified herein; and

WHEREAS, Lobbyist has reviewed NBHD’s Lobbyist Services Policy governing the performance of such services; and

WHEREAS, the parties recognize that the negotiation, commencement and performance of this Agreement is subject to substantial State and Federal regulation and that they will at all times endeavor to comply with all applicable regulations.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless otherwise defined herein or clearly required by the context in which such term is used.

1.1 Agreement. The term “Agreement” shall mean this Lobbyist Services Agreement, and any amendments thereto as may be from time to time adopted, as hereinafter provided.

1.2 Board. The term “Board” shall mean the Board of Commissioners of the North Broward Hospital District.

1.3 CEO. The term "CEO" shall mean the person holding the position currently titled "President and Chief Executive Officer" of NBHD, or such other title as may be hereinafter adopted to describe the chief executive exercising overall authority with respect to the day-to-day operation and management of NBHD, or his or her designee.

1.4 Contract Administrator. The term "Contract Administrator" shall mean NBHD's Vice President of Government Relations. In the administration of this Agreement, as contrasted with matters of District policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.5 Services. The term "Services" shall mean the Lobbyist Services as set forth in this Agreement.

1.6 State. The term "State" shall mean the State of Florida.

1.7 Term. The term "Term" shall mean the contract period provided for under this Agreement and any extensions thereof.

ARTICLE 2

TERM

This Agreement shall be for a term of one (1) calendar year commencing on March 1, 2013, ("Effective Date"), and continuing through February 28, 2014, ("Term")

ARTICLE 3

SCOPE OF SERVICE

3.1 Lobbyist shall provide professional lobbying services before State of Florida government bodies, agencies, departments, offices and other ("State Government Entities") at the direction of the CEO and the Contract Administrator.

3.2 Lobbyist shall secure sponsors for bills, codes, resolutions, amendment and/or any other legislation or regulation as necessary to accomplish NBHD's legislative goals. Lobbyist shall effectively communicate District's Legislative priorities and issues to members of the State Government Entities, and identify any areas of potential concern or opportunity for obtaining passage of District's legislative priorities and other matters which, from time to time, may arise.

3.3 Lobbyist shall attend team strategy meetings, legislative committee meetings, briefings, and hearings concerning all matters assigned pursuant to Section 3.1 that may potentially impact NBHD, and such other meetings as directed by the Contract Administrator or designee.

3.4 Lobbyist shall consult with the CEO and Contract Administrator regarding any legislative or executive matter which may impact upon NBHD, and take any necessary action, as determined by the Contract Administrator.

3.5 Lobbyist shall submit written reports recording the activities of Lobbyist and progress as to matters assigned under Section 3.1, NBHD's legislative priorities, and other issues as requested by Contract Administrator.

3.6 Lobbyist shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. Lobbyist shall comply with NBHD's General Administrative Policy regarding Lobbying and Lobbyist Activities, attached as an Exhibit hereto. In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules and regulations. Lobbyist agrees that the negotiation, commencement and performance of this Agreement is subject to substantial State and Federal Regulation and warrants that it will, at all times, comply with all the applicable regulations.

3.7 Lobbyist agrees that each person engaged by Lobbyist to provide Services pursuant to this Agreement shall have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such Service to District's satisfaction for the agreed compensation. Lobbyist agrees that, prior to assigning any person so engaged to provide Services, Lobbyist shall disclose to the District, in writing, the name of each person engaged, and shall require that each person execute a Conflict of Interest Disclosure form which shall be delivered to the Contract Administrator.

3.8 Lobbyist agrees that its duties, obligations, and Services set forth herein shall be provided in a skillful and respectable manner. The quality of Lobbyist's performance and all interim and final product(s) provided to or on behalf of District shall be comparable to the best local and national standards.

ARTICLE 4 **COMPENSATION**

4.1 District agrees to pay Lobbyist the amount of sixty five thousand Dollars (\$65,000.00) for Services actually performed and completed pursuant to the terms and conditions of this Agreement, which amount shall be accepted by Lobbyist as full compensation for all such Services. The compensation due Lobbyist shall be paid in equal monthly payments provided Lobbyist has demonstrated compliance with the terms of this Section. Except as provided by addendum to this Agreement, the compensation rate includes all expenses incurred by Lobbyist in performance of Services pursuant to this Agreement. The term "Expenses" includes, but is not limited to, all fringe benefits; overhead costs; profits; secretarial costs; daily office expenses; long distance communication; courier expenses, including overnight deliveries; and other direct non-salary expenses.

4.2 Method of Billing and Payment. Compensation set forth under Section 4.1 shall be payable to Lobbyist in twelve (12) equal monthly payments of five thousand four hundred sixteen and 67/100 (\$5,416.67). Following each month in which Services were provided, Lobbyist shall be required to submit a monthly statement to the Contract Administrator for the compensation due, which statement shall not exceed the monthly payment amount set forth herein. Each statement shall describe the nature of the Services performed during the applicable month. The original statement, plus one copy, shall be submitted to the Contract Administrator within fifteen (15) days following the end of the month for which compensation is sought, except that Lobbyist's final invoice shall be submitted not later than sixty (60) days following the termination of this Agreement, regardless of cause. The District reserves the right to reject any statement which fails to adequately describe the Services rendered by Lobbyist. In the event that the District rejects a statement, the Lobbyist shall submit a revised statement within twenty (20) days of being notified of the rejected statement.

4.3 District shall remit payment for the Services described in the statement within thirty (30) days of accepting Lobbyist's statement. Upon written notice to Lobbyist, District may withhold payment to Lobbyist, in whole or in part, for Lobbyist's failure to comply with a term, condition or requirement of this Agreement. Thereafter, the withheld amount(s) shall be paid upon Lobbyist's satisfactory demonstration of compliance to the CEO and Contract Manager. All amounts paid by District to Lobbyist shall be subject to audit by District.

4.4 Payment shall be made to Lobbyist at:
Clarence V. McKee
McKee Communications, Inc.
7984 Northwest 111 Way
Parkland, FL 33076

FEI # 59-3037061

ARTICLE 5

AUDIT AND PUBLIC RECORDS RETENTION

5.1 Lobbyist has been advised the District and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. Lobbyist agrees to comply with all District policies and procedures in observing the requirements of said laws.

5.2 District shall have the right to audit the books, records and accounts of the Lobbyist that are related to the performance of Services pursuant to this Agreement. Lobbyist shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Lobbyist shall preserve and make available at reasonable times for examination and audit by the District, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, if the Florida Public Records Act is

not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by District to be applicable to Lobbyist's records, Lobbyist shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Lobbyist. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for District disallowance and/or recovery of any payment upon such entry.

ARTICLE 6

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

6.1 Without limitation of any provision herein, Lobbyist expressly agrees to abide by any and all applicable federal and/or state equal employment opportunity statutes, rules and regulations, including, without limitation, Title 7 of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination and Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and the Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended. Lobbyist further agrees to hold harmless and indemnify NBHD from any and all liability arising from any breach of this covenant.

6.2 Lobbyist's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward District Code, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for Service delivery.

6.3 Lobbyist shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physically or mental disability.

ARTICLE 7

NOTICE

Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, addressed as follows:

LOBBYIST

Clarence V. McKee
McKee Communications, Inc.
7984 Northwest 111 Way

Parkland, FL 33076

DISTRICT

Mr. Frank Nask, President & CEO
North Broward Hospital District
303 SE 17th Street
Fort Lauderdale, FL 33316

With a copy to:

Mrs. Charlotte Mather-Taylor
Vice President of Government Relations and Community/Public Affairs
North Broward Hospital District
303 SE 17th Street
Fort Lauderdale, FL 33316

ARTICLE 8
CONFLICT OF INTEREST

8.1 Lobbyist agrees that it will avoid activities, investments and other situations which may conflict with its duties to NBHD as described herein. In providing services under this Agreement, the Lobbyist expressly agrees that:

(a) Lobbyist does not have any personal financial interest in any entity, direct or indirect, with any member of District's Board, or any person who is employed by the District.

(b) As of the date of this Agreement, Lobbyist does not represent any client whose interest is currently adverse to the interest of the District.

8.2 Lobbyist further agrees that if, during the term of this Agreement, it determines that a client represented by Lobbyist has or may potentially have an interest adverse to the interest of District, Lobbyist shall immediately disclose such conflict of interest as required by Section 8.4 of this Agreement. Additionally, before proposing, advocating, or otherwise advancing any bill, code, legislation, administrative rule, regulation, or policy on behalf of any other client that may potentially impact District and its operations, Lobbyist shall, consistent with Section 8.4, disclose the representation to the CEO and to the Contract Administrator and shall provide a copy of the bill, code, legislation, administrative rule, regulation, or policy.

8.3 Lobbyist agrees that during the Term it shall not, and that its employees shall not, have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Lobbyist's loyal and conscientious exercise of judgment related to its performance under this Agreement.

8.4 Lobbyist agrees that in the event a conflict of interest arises during the performance of this Agreement, Lobbyist shall disclose, in writing, the existence and nature of such conflict to NBHD. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) days after Lobbyist's discovery of the conflict. Lobbyist's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the services described in Section 3. Upon receipt of such disclosure, the CEO and Contract Administrator, in their sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

8.5 In the event this Agreement is terminated pursuant to Section 8.4 or Section 9, the Lobbyist agrees to, upon request, assist NBHD in its efforts to contact and engage qualified individuals to perform the Services identified in Section 3.

ARTICLE 9

TERMINATION

9.1 Termination Without Cause. This Agreement may be terminated by either party, without cause, upon that party's providing thirty (30) days notice to the other party.

9.2 Termination of Agreement By Mutual Agreement. In the event NBHD and Lobbyist shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

9.3 Termination on Notice of Default. In the event that either party shall give notice to the other that such other party has substantially defaulted or committed a material breach in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.

9.4 Effects of Termination. Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for (1) obligations accruing prior to the date of termination and (2) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, indemnities and professional insurance coverage.

9.5 In the event of termination under any of the above provisions, Lobbyist shall, within sixty (60) days after termination date, submit a final statement and report for all Services rendered prior to and through the date of termination. Nothing herein shall constitute a modification of Lobbyist's duty to provide monthly statements to NBHD pursuant to Article 4 of this Agreement. Lobbyist may not submit any further statements following the submission of the final statement required by this Section, nor shall NBHD be obligated to render payment on any such additional statements. In addition, Lobbyist's final report to District shall apprise District of the status of District's legislative priorities for which it is responsible, advise of any scheduled meetings the

District must attend, and of all other matters which may potentially require District's immediate attention.

9.6 In accordance with the provisions of this article, upon payment of the final statement, District shall have no further obligation to Lobbyist. Likewise, Lobbyist's obligations to District as set forth herein shall cease, except that Lobbyist expressly agrees to participate in the orderly and professional transfer of responsibilities for the Services to the District or its designee.

9.7 In the event this Agreement is terminated, any compensation payable to Lobbyist may be withheld until Lobbyist provides District with documents set forth in Section 17.

ARTICLE 10 **INDEPENDENT CONTRACTOR**

Lobbyist is an independent contractor under this Agreement. Services provided by Lobbyist shall be subject to the supervision of Lobbyist. In providing the services, Lobbyist or its employees providing Services shall not be acting and shall not be deemed as acting as officers, employees, or agents of the District. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Lobbyist.

ARTICLE 11 **SUBCONTRACTING/ASSIGNMENT**

Neither party to this Agreement shall subcontract or assign any portion of this Agreement to any other entity without the specific written consent of the other party, except that this Agreement may be assigned to any successor entity operating the NBHD, which assignment shall forever release NBHD hereunder. Lobbyist's written agreements with its employees authorized by District to provide Services shall not be deemed subcontracts or assignments, as Lobbyist shall remain fully responsible for the delivery of the Services.

ARTICLE 12 **AUTHORIZATION**

Lobbyist shall not, without authorizations first being given by NBHD: a) Use or pledge money or credit of the District, except in the usual and regular course of business and on account of or for the benefit of the District; b) Release or discharge any debt due to District without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the District's property; or d) Cause District to become a guarantor, surety, or endorser, or give any note which obligates the District.

ARTICLE 13
DISCLOSURE OF INFORMATION

13.1 During the term of this Agreement, employees, agents, servants and contractors of Lobbyist will be exposed to information which is confidential and proprietary to the District. This information includes, but is not limited to, trade secrets, exposure to entities with which District has a contractual relationship, and possibly patients with whom District has a physician/patient relationship. Lobbyist shall not, other than in the scope of services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the District, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the District which Lobbyist may have acquired in the course of, or as incident to, performance under the terms of this Agreement. Lobbyist shall require individually of its employees, agents, servants and contractors that no individual shall, other than in the scope of Services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the District, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the District which Lobbyist may have acquired in the course of, or as incident to, performance under the terms of this Agreement. This prohibition shall specifically include, but not be limited to, a prohibition on the solicitation of entities with which the District has contract to render professional services, and the use or disclosure of any trade secret of the District. This Section shall not prohibit Lobbyist from disclosing any information pursuant to a subpoena or court order in criminal, civil, or administrative proceedings. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, Lobbyist agrees that upon termination of this Agreement, whether by expiration of the Agreement, or with or without cause, it will turn over to the District all records, documents and copies and transcriptions thereof relating to the District's business which are in possession of, or under the control of Lobbyist, or its employee, agent, servant or independent contractor, excluding those documents which are considered to be the work product of such individual, or copyrighted material.

13.2 The breach by Lobbyist or its employee, agent, servant or independent contractor, of any of the provisions of this Section shall: (i) constitute cause for the termination of this Agreement, notwithstanding any other term, provision, or definition contained in this Agreement; and (ii) entitle the District to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by Lobbyist or its employee, agent, servant, or contractor, or any and all persons or entities directly or indirectly acting for or with Lobbyist. The rights and remedies of the District under this Section shall be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity.

13.3 Lobbyist's signature on this Agreement is acknowledgement that the foregoing subsections were carefully read and considered, and having done so, Lobbyist agrees that the

restrictions set forth in this Section are fair and reasonably require for the protection of the interests of the District. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Section shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way which it deems to be reasonable and enforceable.

13.4 Lobbyist shall, prior to the Effective Date, disclose in writing to the Contract Administrator, any ownership or contractual relationship (other than Lobbying relationships) which Lobbyist has with other healthcare facilities or entities, and shall disclose, in writing, any new relationships, within thirty (30) days of entering into any ownership or contractual arrangements with any other healthcare facilities or entities. Lobbying relationships shall be disclosed pursuant to the terms of Section 8.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES

On behalf of its employees, agents, servants and contractors, Lobbyist represents and warrants to District each of the following:

- (a) None of Lobbyist's principals, or the immediate family of Lobbyist's principles has a compensation arrangement of any kind with District. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.
- (b) None of Lobbyist's principles has ever been convicted of a criminal offense, has not been and currently is not under investigation by any public or private, state or federal regulatory body.
- (c) Lobbyist is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.
- (d) Lobbyist and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.
- (e) Lobbyist has not employed or retained any company or person, other than a bona fide employee working solely for Lobbyist, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for Lobbyist, any fee, commission, percentage, gift or other

consideration contingent upon or resulting from the award making of this Agreement. For a breach or violation of this provision, District shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 15
CORPORATE COMPLIANCE

Lobbyist acknowledges that NBHD has adopted a program to facilitate its compliance with laws and regulations ("Compliance Program"). Lobbyist agrees to participate in District Compliance Programs, including but not limited to, adherence to the Code of Conduct and policies and guidelines of Compliance Program.

ARTICLE 16
INDEMNIFICATION CLAUSE

Lobbyist agrees to indemnify, hold harmless and defend District, and its agents, employees and servants, from any and all claims, judgments, costs, liabilities, demands, damages, expenses, including reasonable attorney's fees, whatsoever arising in connection with any negligent acts or omissions by Lobbyist, or its employees, agents, or independent contractors with regard to Lobbyist's performance pursuant to this Agreement. This obligation shall survive termination of this Agreement.

District agrees to indemnify, defend, and hold harmless Lobbyist from any and all claims, judgments, costs, liabilities, demands, damages and expenses, including reasonable attorney's fees, whatsoever arising in connection with any negligent acts or omissions by District, or its employees, agents and independent contractors with regard to District's performance pursuant to this Agreement. Nothing in this section is intended to alter or waive District's entitlement to sovereign immunity, or to extend District's liability beyond the limits established in section 768.28, Florida Statutes, as amended. This obligation shall survive termination of this Agreement.

ARTICLE 17
OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of NBHD. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Lobbyists, whether finished or unfinished, shall become the property of the District and shall be delivered by Lobbyist to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Lobbyist may be withheld until all documents are received as provided herein.

ARTICLE 18
GENERAL PROVISIONS

18.1 Severability: In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in force and effect and enforceable in accordance with its terms.

18.2 Article and Other Headings: The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

18.3 Sovereign Immunity: The parties hereto acknowledge that the District is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require the District to indemnify Lobbyist or insure Lobbyist for its negligence or to assume any liability for Lobbyist's negligence. Further, any provision in this Agreement that requires District to indemnify, hold harmless or defend Lobbyist from liability for any other reason shall not alter District's waiver of sovereign immunity or extend District's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

18.4 Entire Agreement: This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties regarding the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated shall be of any force and effect and no changes or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendments to become effective on the date stipulated in such amendments. Except as herein expressly provided to the Contract, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

18.5 Third Party Beneficiaries: This Agreement is for the benefit of the parties hereto only, and is not entered into for the benefit of any other person or entity, including, but not limited to patients and their representatives.

18.6 Enforcement: In the event either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including without limitation, reasonable attorney's fees.

18.7 Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date first entered above.

WITNESS:

Charlotte C. McKee-Taylor

NORTH BROWARD HOSPITAL DISTRICT

BY:

Frank P. Nask 3/4/13
Frank Nask
President/Chief Executive Officer
North Broward Hospital District

WITNESS:

Clarence McKee

BY:

Clarence McKee
Signature
Clarence McKee
McKee Communications, Inc.