

## **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT (MOA)** made and entered into between the State of Florida, Department of Health (DOH-Broward or Department) and the City of Pompano Beach (hereafter referred to as the Provider). The Department and the Provider are sometimes herein collectively referred to as the “Parties” and individually as a “Party”.

**WHEREAS**, in 1999 Congress charged the United States Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) with creating the National Pharmaceutical Stockpile (NPS). The goal was to supply large quantities of essential medical material to states and communities during an emergency within twelve hours of the federal decision to deploy; and,

**WHEREAS**, as a result of the creation of the Homeland Security Act of 2002, the NPS became the Strategic National Stockpile (SNS) managed jointly by the Department of Homeland Security (DHS) and HHS. The SNS, like its predecessor, is designed to supplement and supply state and local public health agencies in the event of a public health emergency within the U.S. or its territories, and,

**WHEREAS**, the CDC has established the Cities Readiness Initiative (CRI) program to assist the nation’s largest cities and Metropolitan Statistical Areas (MSA) in the event of a public health emergency; and,

**WHEREAS**, the CDC will provide the Department with resources from the SNS to be distributed through Regional Distribution Sites (RDS) during a public health emergency severe enough to cause local supplies to run out; and,

**WHEREAS**, medicine and medical supplies from RDS locations will be distributed to local sites known as Closed Points of Dispensing (PODs); and,

**WHEREAS**, it is the intent of the Florida Legislature that the Department provide public health services through the 67 county health departments in partnership with county governments, and solicit support and involvement from federal, state, and local governments, along with the assistance from the private sector to achieve its mission; and,

**WHEREAS**, the Broward County Comprehensive Emergency Management Plan (CEMP) establishes an official emergency management policy for all County agencies in response to emergencies and disasters within the County; and,

**WHEREAS**, the Department and the Provider agree to enter in partnership to identify certain PODs for storing and dispensing medicines and/or medical supplies and to use said sites for the distribution of medical countermeasures to affected populations; and,

**WHEREAS**, the parties agree that the Provider’s sites/facilities shall be used during an emergency declaration to activate the SNS or decision to distribute Federal, State, or local countermeasures to affected populations.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

### **I. RECITALS**

The Parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

### **II. PURPOSE**

1. This MOA delineates responsibility of the Department and the Provider for activities related to the mass prophylaxis of the Provider’s targeted dispensing population under the CRI Program in the event of a national emergency involving bioterrorism or a natural pandemic.

2. This MOA serves as the Scope of Work between the Provider and the Department.

### **III. SCOPE**

1. The provisions of this MOA apply to activities to be performed at the request of the Department in conjunction with the implementation of the Medical Countermeasures Dispensing Plan, an appendix to the DOH-Broward Emergency Operations Plan.
2. No provision in this MOA limits the activities of the Department in performing local and state functions.

### **IV. DEFINITIONS**

1. **Cities Readiness Initiative (CRI).** The CDC's CRI is a federally funded program designed to enhance preparedness in the nation's largest cities and Metropolitan Statistical Areas (MSA) where more than 50% of the U.S. population resides. Through the CRI, state and large metropolitan public health departments have developed plans to respond to a large-scale bioterrorist event by dispensing antibiotics to the entire population of an identified MSA within 48 hours.
2. **Prophylaxis.** Measures designed to prevent the occurrence of disease or its dissemination. For the purposes of this Agreement it shall refer to the distribution of medications and medical supplies.
3. **Strategic National Stockpile (SNS).** CDC's SNS has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency severe enough to cause local supplies to run out.
4. **Closed Points of Dispensing (POD).** Location(s) from where medications and medical supplies will be dispensed by the Provider to their targeted dispensing population.
5. **Medical Countermeasures Dispensing Plan.** Plan focused on medical countermeasure dispensing associated with the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of prophylaxis (oral or vaccination) to the identified target population in accordance with public health guidelines and/or recommendations.
6. **Regional Distribution Site (RDS).** A location pre-identified by the Department to receive SNS assets from the Federal Government.

### **V. THE DEPARTMENT AGREES TO THE FOLLOWING:**

1. To provide specific training/education/exercise opportunities to the identified Provider related to mass Prophylaxis dispensing.
2. To provide, at the Department's sole discretion, pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing formulas, etc. to the Provider.
3. To provide, subject to availability, and in response to any declared or DOH-Broward determined public health emergency, the appropriate amount of medications and medical supplies in a reasonable, timely manner to the Provider POD in accordance with the policies and procedures outlined in the DOH-Broward Medical Countermeasures Dispensing Plan and the Provider's own approved Dispensing Plan (to be submitted to the Department no later than thirty (30) days after execution of the Agreement).
4. To provide coordination services as outlined in the DOH-Broward Emergency Operations Plan to the Provider to the best of its ability.
5. To provide proper standing orders and medical protocols regarding dispensing activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency to the Provider.
6. To provide follow-up consultation and assistance, including licensed medical personnel, as needed and as maybe available for the given public health emergency to the Provider via email, telephone, or on-site visit, if necessary.

7. To provide for and make arrangements to collect any unused medications and medical supplies as well as copies of all medical documentation from the Provider.

8. To provide after-action consultation to the Provider.

**VI. PROVIDER AGREES TO THE FOLLOWING:**

1. To submit its own Dispensing Plan to the Department no later than thirty (30) days after execution of this Agreement.

2. To request medications and medical supplies based on its calculated targeted dispensing population, to which the Provider's **Closed POD** personnel will dispense available medications.

3. To dispatch, at the designated time identified by the Department, an appropriately credentialed courier to the Regional Distribution Site (RDS) for collection of SNS medications and medical supplies for use at its Closed POD(s).

4. To receive medications and medical supplies delivered by the Department, if any.

5. To assume responsibility of dispensing medications (mass prophylaxis) to its targeted dispensing population by the Provider's trained staff (training details provided in Provider's Closed POD Planning Kit), at a pre-selected site chosen by the Provider, and approved by the Department, in accordance with the DOH-Broward Medical Countermeasures Dispensing Plan and the Provider's own Approved Dispensing Plan, and in accordance with any liability protections afforded under local, State, or Federal law. Approved Dispensing Plan should include security assessment of pre-selected site.

6. To utilize medications and medical supplies in accordance with the policies and procedures outlined in the DOH-Broward Medical Countermeasures Dispensing Plan and the Provider's own Approved Dispensing Plan.

7. To dispense medications provided by the Department, per established medical protocols/formulas in a timely manner.

8. To confer with Department Officials to determine if any waiver, modification, or exceptions to applicable law during a public health emergency apply to their dispensing volunteers.

9. To provide all updates of the Provider's Approved Dispensing Plan to the Department within seventy-two (72) hours of such update.

10. To provide training and education to Provider's management and volunteers that will be utilized in mass Prophylaxis dispensing operations according to specifics of the Approved Dispensing Plan provided by the Provider.

11. To not charge individuals for medications, medical supplies, or administration of medications that have been provided through this MOA.

12. To participate periodically in any Department-sponsored dispensing training/ education/exercise opportunities.

13. To provide emergency point of contact information on a 24-hour basis to the Department in order to ensure timely notification of the Provider in the event of a public health emergency.

14. To maintain accurate records of medications dispensed (how many were received and how many were dispensed) and provide that data to the Department in a timely manner, as determined by the Department, in accordance with applicable local laws and Federal requirements. The Department will provide data set guidance to the Provider.

15. To secure any unused medications and medical supplies in accordance with applicable local and Federal laws until a time the Department can make arrangements for retrieval.

16. To compile and file an after-action report (AAR) with the Department, identifying shortfalls and accomplishments of the operation. The Department will provide technical assistance to the Provider as to the purpose and content of the AAR.

17. To provide the Department with POD information pursuant to Attachment I of this MOA. The first POD objective will be the opening of the POD(s) for the pre-identified individuals within six (6) hours of the Department's request.

## **VII. BOTH PARTIES MUTUALLY AGREE TO THE FOLLOWING:**

1. That this Memorandum will not supersede any applicable laws, rules, or policies of either party.
2. The Provider will be considered a **Closed POD** in that it will dispense to a targeted dispensing population as outlined in the Provider's Approved Dispensing Plan and the DOH-Broward Medical Countermeasures Dispensing Plan.
3. The Provider will follow the dispensing directives of the DOH-Broward during dispensing operations.
4. It is understood that the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a Closed POD and its volunteers and/or specific groups would be permitted to go a Public or Open POD operated by DOH-Broward as would any member of the public.
5. The laws of the State of Florida shall be followed including, but not limited to §381.95, F.S., which states as follows:
  - (1) Any information identifying or describing the name, location, pharmaceutical cache, contents, capacity, equipment, physical features, or capabilities of individual medical facilities, storage facilities, or laboratories established, maintained, or regulated by the Department of Health as part of the state's plan to defend against an act of terrorism as defined in s. 775.30 is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to information held by the Department of Health before, on, or after the effective date of this section.
  - (2) Information made exempt by this section may be disclosed by the custodial agency to another state or federal agency in order to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those responsible for such attempts or acts.
6. Coordinate physical security of the site/facility with the appropriate law enforcement agency as dictated by the CDC standards.

## **VIII. TERMINATION**

### **Termination at Will**

This MOA may be terminated by either Party without cause upon no less than thirty (30) calendar days' prior written notice to the other Party, as set forth in Section XIII, Notices, below, unless a lesser time is mutually agreed upon in writing by both Parties.

## **IX. ENTIRE AGREEMENT AND MODIFICATION**

This MOA represents the entire understanding of the Parties with respect to the matters covered herein, and shall supersede all prior and contemporaneous agreements, negotiations, and discussions. This MOA may only be altered, amended or modified by a written instrument duly executed by the Parties with the same formality of this Agreement.

## **X. TERM AND TERM EXTENSION**

The term of this MOA shall commence on January 1, 2019 or the date that the last of the Parties executes this MOA, and shall expire on December 31, 2019, unless earlier terminated or extended as provided for herein. The term of this MOA shall be automatically extended for four (4) consecutive one (1) year periods, absent written notice by either party of its intent not to extend the term. The written notice of intent not to extend must be provided no later than thirty (30) calendar days prior to the expiration of the then current term.

## **XI. STATUS OF PARTIES**

The Parties expressly intend that as to this MOA, the Parties shall be independent contractors, have no relationship other than the one created by this MOA, and shall not receive any benefits other than those expressly provided for herein. Neither Party has the right, power or authority to bind or otherwise obligate the other Party without the prior written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Further, the Parties expressly intend that no agent, contractor, or employee of one Party shall be deemed an agent, contractor, or employee of the other Party.

## **XII. BENEFIT/ASSIGNMENT**

Subject to provisions herein to the contrary, this MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No Party may assign this MOA without the prior written consent of the other Party, the consent of which shall be given or withheld at that Party's sole discretion.

## **XIII. NOTICES**

When either of the Parties desire to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. For the present, the Parties designate the following as the respective places for giving notice:

### **DOH-Broward**

Terri Sudden, Director  
Public Health Preparedness  
780 SW 24<sup>th</sup> Street, Administration Building  
Ft. Lauderdale, FL 33315  
Telephone: (954) 467-4700 x 5181  
Email: Terri.Sudden@flhealth.gov

### **City of Pompano Beach**

Facility Name: Fire Rescue Training Facility  
Name of Contact Person: Kimberly Spill-Cristiano  
Title of Contact Person: Emergency Operator  
Address: 180 SW 3<sup>rd</sup> Street  
Pompano Beach, FL 33060  
Telephone: (954) 242-0565  
Email: Kimberly.spill-cristiano@copbfl.com

Each Party may change the address at which notice is to be given by furnishing written notice of such change to the other Party pursuant to the provisions of this paragraph.

## **XIV. LIABILITY**

DOH-Broward and the Provider agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent not prohibited by law. As an instrumentality of the State of Florida, DOH-Broward and Provider have the statutory protection of sovereign immunity as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of DOH-Broward's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed as a consent by either party to be sued by any third party. DOH-Broward is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services.

## **XV. COMPLIANCE WITH LAWS**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOA.

## **XV. GOVERNING LAW**

This MOA shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOA and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

## **XVI. WAIVER**

A waiver by a Party of a breach of a provision of this MOA or any right under this MOA shall not be deemed a waiver of a subsequent breach of the same provision or the breach of any other provision or any other right. All waivers must be in a written instrument executed by the waiving party with the same formality of this Agreement.

## **XVII. FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this MOA if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the reasonable control of the Party, and which cannot be overcome by reasonable diligence and without undue expense as determined the affected Party ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed a Force Majeure.

## **XVIII. PLACE OF PERFORMANCE**

All obligations of DOH-Broward and the Provider under the terms of this MOA are reasonably susceptible of being performed in Broward County, Florida.

## **XIX. SEVERABILITY**

In case any one or more of the provisions contained in this MOA shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect by a court of competent jurisdiction, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this MOA shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein to the maximum extent permitted by law.

## **XXI. DUPLICATE ORIGINALS**

This MOA may be executed in multiple counterparts, each of which will be deemed an original document but all of which will constitute a single document. An electronic copy of this MOA and the signature thereof shall be considered originals for purposes of this MOA.

## **XXII. AUTHORITY**

Each individual executing this MOA on behalf of a Party represents and warrants that he/she has the full power and authority to do so.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOA to be executed by their official's thereunto duly authorized.

**State of Florida, Department of Health**

Signature: \_\_\_\_\_  
Paula M. Thaqi, M.D., MPH  
Director, DOH-Broward

Date: \_\_\_\_\_

**“Provider”:**

Witnesses:

**CITY OF POMPAÑO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

FP:jmz  
3/22/19  
l:agr/fire/2019-562f

## ATTACHMENT I

**POD ADDRESS:**  
**CITY/STATE/ZIP CODE:**

**POD CONTACT INFORMATION:**

**NUMBER OF PEOPLE ANTICIPATED:**

**CLOSED OR OPEN POD:** *Closed*

**SPECIAL NOTES/OBJECTIVES:** This Closed POD site will be the first POD opened and staffed by the employees of the Provider. The Provider will activate, open and be ready to start dispensing medicines and or medical supplies within six (6) hours of the Department's request to the Provider.

**Will the POD be staffed by the Provider or a Partner (or both)?**

**Provide the number of and type (i.e. 2 RN's, 1 MD, 7 Staff Assistant's, etc.) that will be operating this POD**

**POD ADDRESS:**  
**CITY/STATE/ZIP CODE:**

**POD CONTACT INFORMATION:**

**NUMBER OF PEOPLE ANTICIPATED:**

**CLOSED OR OPEN POD:** *Closed*

**SPECIAL NOTES/OBJECTIVES:** This Closed POD site will not be the first POD opened/activated by the Provider. The Provider will open/activate this POD as staff become available, but not more than twelve (12) hours after the request of the Department to do so.

**Provide the number of and type (i.e. 2 RN's, 1 MD, 7 Staff Assistant's, etc.) that will be operating this POD**