

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** made and entered into between the Broward County Health Department (BCHD) (hereafter referred to as the Department) and the Broward County Board of County Commissioners (hereafter referred to as the Provider):

**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, as specified in part I of Section 154.001 Florida Statutes (F.S.) et al, and in so doing make every attempt possible to solicit the support and involvement of federal, state, and local government and the public and private sectors to achieve its mission.

**WHEREAS**, the Department and the Provider agree to enter in partnership to identify certain sites or facilities to be used as Points of Dispensing (POD) or Receiving, Staging and Storing sites (RSS) for large quantities of pharmaceutical and medical supplies in the event of a decision to activate the Strategic National Stockpile (SNS).

**WHEREAS**, the Parties agree that sites or facilities shall only be used by the Broward County Health Departments Cities Readiness Initiative Program during a federal declaration to activate the SNS.

**WHEREAS** Section 163.01, F.S. authorizes the Parties to enter into this MOA.

**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 the establishment of the National Pharmaceutical Stockpile (NPS). The mission was to provide a re-supply of large quantities of essential medical material to states and communities during an emergency within twelve hours of the federal decision to deploy.

**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 DHS and HHS. The SNS is designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at anytime within the U.S. or its territories.

**NOW, THEREFORE**, in consideration of the mutual covenants herein and other goods and valuable consideration, the recipient and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### I. Recitals:

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

### II. The Department agrees to the following:

1. It is the Department's intent, in collaboration with the Provider, to deploy and dispense SNS assets to Points of Dispensing (POD)s identified by this Memorandum of Agreement.
2. To ensure the availability of SNS assets to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, hurricane) severe enough to cause local supplies to run out.;
3. To facilitate the provision of SNS assets to First Responders, their families, and the community at large.
4. To respond specifically to incidents of bioterrorism and all other natural and man-made disasters.
5. To effectively and efficiently train POD managers to coordinate the CDC's SNS assets should the assets be deployed within Broward County.
6. The coordination of the SNS assets will be determined by the Office of Emergency Operations of the Department in the event of a decision to distribute.
7. To request SNS assets identified by the Department to be delivered to identified POD(s) in the Memorandum of Agreement.
8. To oversee and maintain quality control/quality assurance of SNS assets.
9. To coordinate the physical security of the POD with Provider and other agencies as deemed necessary.
10. To respond to operational issues and challenges as they occur in an event.

11. To re-evaluate Provider's POD (s) at least once a year.

### **III. Provider agrees to the following:**

1. To provide the Department with the address, lay-out, and access of designated POD (s) for the purpose of receiving, offloading, storing, staging, and dispensing SNS assets. (**NOTE:** The Provider agrees to provide the use of designated POD at no charge to the Department.).
2. To provide the Department with POD information pursuant to Attachment I. In the Special Notes/Objectives section, the Provider will identify the POD objective and include measurement outcomes. The first POD objective will be the opening of the POD for First Responders within 6 hours of the Department's request. The Provider must indicate in the Special Notes/Objectives section what Provider staff (by title) and/or Partner staff will be operating the POD.
3. To allow access for Points of Dispensing Security Assessments annually.
4. To name the Broward County Health Department Cities Readiness Initiative as an Annex in the Provider's Emergency Operations Plan and provide a copy of the Providers plan to the Broward County Health Department Cities Readiness Initiative.
5. To attend Cities Readiness Initiative meetings, trainings and exercises to test POD objectives and to keep informed to be prepared for all-hazard events.
6. The selected POD(s) shall possess adequate parking and the selected POD(s) will be open to Department and other emergency personnel in the event the federal government decides to activate the SNS.
7. The selected POD(s) have adequate utilities (i.e., water, electricity, and restrooms and traffic flow).

### **IV. Both Parties mutually agree to adhere to the following:**

1. Section 381.95, F.S.
2. Any cost associated with repairs arising from the Departments usage of the Providers designated POD (s) shall be borne solely by the Department, unless such costs are the result of the Provider, its employees' or agents' exclusive and direct conduct.
3. Coordinate physical security with other agencies as deemed necessary.

### **V. Termination at Will**

This Memorandum of Agreement may be terminated by either Party upon no less than thirty (30) calendar days notice in writing to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

#### **Modification**

Modifications of provisions of this Memorandum of Agreement shall only be valid when they have been reduced to writing and duly signed by both Parties.

#### **Renewal**

This is a one year Memorandum of Agreement (MOA) with four (4) one (1) year renewals. This MOA will be automatically renewed for four (4) consecutive terms of one year each, absent written notice by either party of its intent not to renew the MOA. The written notice must be provided no later than thirty (30) days prior to the expiration of the then MOA.

### **VI. Effective and Ending Dates:**

This Memorandum of Agreement shall begin on the date on which the **Memorandum of Agreement** has been signed by both Parties, whichever is later, and it shall end on August 30, 2014.

### **VII. 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 proved herein. Further, the Parties expressly intend that no agent, contractor, employee of one party shall be deemed an agent, contractor, or employee of the other party.

**VIII. 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 consent of the other Party, the consent of which shall be given at that Party's sole discretion.

**IX. Indemnification**

The DEPARTMENT is a governmental entity per the provisions of sections 768.28, Florida Statutes, and agrees to be liable to the limits as set forth in section 768.28, Florida Statutes, for its acts of negligence or omissions or intentional tortuous acts which result in claims or suits against it, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by the Department to be sued by third parties in any matter arising out of any agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this 4 page Memorandum of Agreement to be executed by their official's thereunto duly authorized.

**State of Florida  
Department of Health  
Broward County Health Department**

\_\_\_\_\_  
**Provider Name**

By: \_\_\_\_\_  
Paula M. Thaqi, M.D., MPH  
Director

By: \_\_\_\_\_

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

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

**Please return signed documents to the Departments Official Representative:  
Adam Yanckowitz  
Office of Emergency Operations Director  
Broward County Health Department  
780 SW 24<sup>th</sup> Street, Fort Lauderdale, Florida 33315  
Telephone: 954-762-3810 Fax: 954-767-5155**

**ATTACHMENT I**

**POD ADDRESS:  
CITY/STATE/ZIP CODE:  
POD LONGITUDE:  
POD LATITUDE:  
POD CONTACT INFORMATION:  
NUMBER OF PEOPLE ANTICIPATED:  
CLOSED OR OPEN POD:  
SPECIAL NOTES/OBJECTIVES:**