

## MEMORANDUM OF AGREEMENT

Between

**State of Florida, Department of Health  
Broward County Health Department  
and  
City of Fort Lauderdale**

This Memorandum of Agreement (“Agreement”) is entered into between the State of Florida, Department of Health, Broward County Health Department (“the Department”) and the City of Fort Lauderdale (“Provider”), each a “Party” and collectively referred to as the “Parties.”

Whereas, the City of Fort Lauderdale had its highest incidence of illicit drug overdoses from January to June 2020, accounting for 18 percent of all overdoses in Broward County during that period.

Whereas, the City of Fort Lauderdale Police Department’s mission is to provide a safe and orderly environment in the city through professionalism, dedication, and active partnership with the community and concern for individual dignity.

Whereas, pursuant to Section 381.0031(1), Florida Statutes, the Department may conduct epidemiological studies of public health significance affecting people of Florida.

Whereas, on August 12, 2019, the Centers for Disease Control and Prevention (CDC) issued a Notice of Award to the Department to fund the Overdose Data to Action (OD2A) Surveillance and Prevention Implementation Project.

Whereas, as part of the OD2A, the Department and Provider will work together to gather information in Broward County, Florida, consistent with the objectives, goals and intent of OD2A.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

- A. Scope of the Agreement. The Provider will purchase a MX908 portable mass spectrometer to improve opioid drug surveillance. The Provider will share data with the Department to allow for quick identification of emerging drug trends in order to ensure prevention activities are targeted to the appropriate populations and locations.
- B. Definition of Terms.
  1. Opioid: a compound resembling opium in addictive properties or physiological effects. Opioids are a class of drugs that include the illegal drug heroin, synthetic opioids such as fentanyl, and pain relievers available legally by prescription, such as oxycodone, hydrocodone, codeine, morphine and many others.
  2. Mass Spectrometer: an instrument that measures the mass-to-charge ratio of ions. The results are typically presented as a mass spectrum, a plot of intensity as a function of the mass-to-charge ratio. Mass spectrometry is used in many different fields and is applied to pure samples as well as complex mixtures.

C. Term of Agreement. This Agreement shall commence on the date it is fully executed and shall expire on August 31, 2022.

D. Responsibilities of the Parties.

1. Provider's Responsibilities: Provider agrees to:
  - a. Purchase a MX908 portable mass spectrometer.
  - b. Utilize mass spectrometer to identify elements of unknown substances detected on drug users. Submit a monthly report to the Department including (at a minimum) the name of substance identified along with place of confiscation.
2. Department's Responsibilities: The Department agrees to:
  - a. Reimburse Provider up to \$73,500.00 for the purchase of the MX908 portable mass spectrometer.
  - b. Share data from the Provider's monthly report with the community partners who serve on the OD2A committee.
  - c. Submit Provider's monthly reports to the CDC as part of the OD2A grant.

E. Special Provisions.

1. Cooperation with Inspector General: To the extent applicable, Provider acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
2. Notice: Any notices given by either Party to the other Party under this Agreement will be in writing and sent either: (i) by overnight courier, with a verified receipt; or (ii) by registered or certified United States Mail, postage prepaid or (iii) electronically. Notice will be deemed sufficiently given upon receipt at the following addresses:

Provider:  
Dayna Bhaggan  
1300 West Broward Blvd  
Ft Lauderdale, FL 33312

Department:  
Lauren Whiteman  
780 SW 24<sup>th</sup> Street  
Ft Lauderdale, FL 33315

3. Indemnification: Each Party shall be responsible for the consequences of any negligent act or negligent failure to act on the part of itself, its employees and agents in the course of performing its obligations under this Agreement. Accordingly, each Party shall be held responsible for its own sole negligence, and each Party shall indemnify and hold the other Party harmless from any loss which results therefrom. No Party hereto shall assume any responsibility to any other Party for the consequences of any act or failure to act of any person or entity not a Party to this Agreement. The Parties' indemnification shall be limited to the monetary limits provided in section 768.28, Florida Statutes, however, nothing contained in this Agreement is intended to serve as a waiver of the rights, privileges, and immunities of either Party's sovereign immunity under Florida law.
4. Attorney's Fees: If any legal action is commenced to enforce or interpret the terms of this Agreement, the Parties agree to be responsible for their own attorney's fees and costs.

5. Disputes: Florida law governs all matters arising out of or related to this Agreement. In the event of a dispute, both Provider and the Department agree that venue will lie in a state court of competent jurisdiction in Broward County, Florida. Both Parties irrevocably waive their rights to a jury trial.
6. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. An electronic copy of this Agreement and any signatures thereof shall be considered for all purposes as originals.
7. Survival Beyond Termination: Provider and Department's obligation to indemnify each other will expire three years from the date of termination of this Agreement unless a lawsuit or an administrative proceeding remains pending in which case the liability will not expire until the end of the litigation and appeals.
8. Compliance with Applicable Laws: Each Party agrees to comply with all applicable Federal, State and local laws, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. If any provision of this Agreement is held to be invalid under any applicable statute or rule of law, such provision, or portion thereof, is to that extent deemed to be omitted and the remaining provisions of this Agreement will remain in full force and effect.
9. Waiver: The failure of either Party, in any respect, to exercise, or delay in exercising any right, power, or privilege provided for hereunder will not be deemed a waiver thereof; nor will any single or partial exercise of any such right, power or privilege preclude any other, or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party will be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the Party against whom such waiver is sought.
10. Independent Contractors: The Parties are independent contractors with respect to each other, and nothing contained herein will be construed to create the relationship of an employer/employee, joint venture, partnership, or association between the Parties.
11. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
12. Modification: This Agreement may only be amended or otherwise modified by a written instrument signed by all Parties.
13. Termination at Will: Either Party may terminate this Agreement at any time by giving the other Party written notice at least 30 days prior to the intended Agreement termination date; except that once the Department complies with Section D.2.a., the Provider may not terminate this Agreement, and once the Provider complies with Section D.1.a., the Department may not terminate this

Agreement.

14. Public Records:

a. Pursuant to section 119.0701, Florida Statutes, the Parties must keep and maintain public records that are required by the Parties to perform the services required by this Agreement. Upon request from the Department's custodian of public records or the Provider's custodian of records, Provider or Department, as applicable, must provide the requesting Party with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties must ensure that public records that are exempt or confidential and exempt from public record 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 Party does not transfer the records to the other Party.

Upon completion of the Agreement, transfer to the other Party, at no cost, all public records in possession of the other Party or keep and maintain public records required by the Party to perform the service. If a Party transfers all public records to the other Party upon completion of the Agreement, the Party will destroy any duplicate public records that are exempt or confidential and exempt. If the Party keeps and maintains public records upon completion of the Agreement, the Party will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party. The requesting Party may unilaterally terminate this Agreement if the other Party refuses to allow access to all public records made or maintained by the other Party in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

**b. If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850) 245-4005, by emailing [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov); or by mail at 4052 Bald Cypress Way, Bin A02, Tallahassee, FL32399.**

15. HIPAA: Where applicable, Provider and Department will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164).
16. Entire Agreement: This Agreement embodies the entire agreement and understanding between the Parties, on the subject hereof.
17. Authority: The individuals executing this Agreement represent and warrant that each has the full power and authority to execute this Agreement on behalf of the Parties hereto.

In Witness hereof, the Parties have caused this Agreement to be executed by the following duly authorized officials:

CITY OF FORT LAUDERDALE

STATE OF FLORIDA  
DEPARTMENT OF HEALTH

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

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

Name: Christopher J. Lagerbloom  
Title: City Manager

Name: Paula M. Thaqi, MD, MPH  
Title: Director – DOH Broward

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

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

Municipal Seal

ATTEST:

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

Dean J. Trantalis  
Mayor

\_\_\_\_\_ Date

\_\_\_\_\_

Jeffrey A. Modarelli  
City Clerk

\_\_\_\_\_ Date

Approved as to form:  
Alain E. Boileau, City Attorney

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

Bradley Weissman  
Assistant City Attorney

\_\_\_\_\_ Date