

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”), by and between the **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a special taxing district of the State of Florida (“Broward Health”), and the **CITY OF FORT LAUDERDALE**, a Florida municipality (“City”), is entered into as of the date of last signature to the MOU (the “Effective Date”). Broward Health and the City shall individually be referred to as a “Party” and collectively as the “Parties.”

**WHEREAS**, Broward Health is a special taxing district duly organized pursuant to the laws of the State of Florida that provides health care services to the residents of Broward County, Florida;

**WHEREAS**, the City is a Florida municipality in Broward County, Florida, which has a Fire-Rescue Department serving Fort Lauderdale, Florida;

**WHEREAS**, Broward Health obtained State funding by way of an appropriations project request through the Florida House of Representatives, and a local funding initiative request through the Florida Senate, for Fiscal Year 2024-2025, to support a collaboration with the City for certain purposes, including enhanced public health;

**WHEREAS**, in accordance with such State appropriations, the Parties wish to collaborate to enhance public health and foster community well-being through the use of a shared ambulance vehicle, as described below, to be provided by Broward Health to the City for certain specified uses as further detailed in this MOU; and

**WHEREAS**, this MOU establishes the understanding, duties, and responsibilities, of the Parties as they pertain to the ownership and operation of the shared ambulance vehicle.

**NOW THEREFORE**, Broward Health and the City agree to the following terms and conditions:

1. **Term of MOU**. The term of this MOU shall commence on the Effective Date and continue in full force and effect for thirty-six (36) months (“Term”), unless otherwise terminated earlier as provided herein. This MOU may be renewed upon the mutual written agreement of the Parties.
2. **Shared ambulance vehicle**. The Parties agree that the subject shared ambulance vehicle is a 2024 Ford Transit 250, Vehicle Identification Number 1FDBR1CG1RKB07892, with specifications and equipment as set forth in the Purchase Order (the “Vehicle”).
3. **Usage of the Vehicle**. The Vehicle shall be used as follows:
  - 3.1 The Vehicle shall be used as a Basic Life Support (“BLS”) vehicle, under the Coordinated Opioid Recovery (“CORE”) program operated by the City of Fort

Lauderdale Fire Rescue Mobile Integrated Health (“MIH”) program, for public health and outreach purposes, specifically for the distribution and delivery of approved medications to individuals suffering from opioid use disorder, and the restocking and refilling of the publicly accessible Naloxone (i.e., Narcan) distribution boxes, throughout the City of Fort Lauderdale. Such use includes, but is not limited to, facilitating access to medication-assisted treatment (“MAT”), supporting overdose prevention efforts, and assisting individuals in initiating and/or continuing their recovery process.

3.2 The Vehicle shall also be used for community events, public education initiatives, and outreach activities, throughout Broward County.

4. **Duties and Responsibilities of Broward Health.** Broward Health shall perform the following duties and be responsible for the following:

4.1 Broward Health agrees to provide the Vehicle to the City, at no cost, to be utilized as specified under Section 3 above.

4.2 Broward Health shall cause a qualified third-party vendor to install a full vehicle wrap on the Vehicle in accordance with the specifications, artwork, and design illustrated in Exhibit A, attached hereto and incorporated herein by reference. The wrap shall be applied in a professional manner using commercially reasonable materials suitable for long-term outdoor use.

4.3 Broward Health shall be solely responsible for the selection and engagement of the third-party vendor performing the Vehicle wrap services and shall ensure that such vendor is qualified to perform such services. Broward Health shall bear all costs and expenses associated with the design, production, and installation of such wrap.

4.4 Broward Health shall retain ownership of the Vehicle during and after expiration of this MOU.

5. **Duties and Responsibilities of the City.** The City shall perform the following duties and be responsible for the following:

5.1 The City acknowledges and represents that, during the Term of this MOU, it is self-insured in accordance with applicable law. The City, thus, agrees that its self-insurance program shall serve as the primary coverage for the Vehicle for all claims arising out of or related to the operation, maintenance, and/or use, of the Vehicle. Moreover, the City further agrees that the Vehicle shall be fully covered under its self-

insurance program for liability, including, but not limited to, bodily injury, death, and/or property damage, to the extent permitted by applicable law.

- 5.2 During the Term of this MOU the City shall be responsible for the Vehicle's care custody, and control, including the storage, parking, fueling, and maintenance of the Vehicle. For purposes of this MOU, "maintenance" shall mean all routine, preventative, and corrective, services necessary to keep the Vehicle in safe, operable, and legally compliant condition, including, but not limited to, oil changes, tire services, brake maintenance, fluid replacement, mechanical repairs, safety equipment upkeep, and general cleaning. Maintenance obligations shall include all repairs to the Vehicle due to any cause, including, but not limited to, normal wear and tear, acts of God, vandalism, misuse, negligence, unauthorized modifications, and accidents. In the event the Vehicle is determined to be a total loss, by industry standards, the MOU shall be terminated immediately, and Broward Health shall be entitled to the insurance proceeds to cover the total loss (actual cash) value of the vehicle, and the City will retain the vehicle to recover salvage value.
  - 5.3 The City shall be solely responsible, at its own cost and expense, for obtaining, maintaining, and renewing, any and all licenses, permits, certifications, approvals, and authorizations required under applicable federal, state, and local laws, rules, and regulations, necessary for the lawful operation and use of the Vehicle in accordance with the purposes set forth in Section 3 of this MOU.
  - 5.4 The City shall ensure that any and all activities conducted with the Vehicle shall strictly comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
  - 5.5 The City agrees that the Vehicle will only be used and/or operated by personnel that are licensed, certified, and trained, to operate such a vehicle and only for the purpose set forth in Section 3 of this MOU. In addition, the City agrees to screen, vet and be responsible for the drivers operating the Vehicle, including drivers' completion of driver safety courses.
  - 5.6 The City recognizes and acknowledges that the operation of the Vehicle does not give the City or any of its officers, employees, or agents, the authority to act on behalf of Broward Health.
6. **Additional Usage and Licensing.** In the event that the City desires to use the Vehicle for any additional purpose(s) not expressly contemplated under Section 3 herein, the City shall provide written notice to Broward Health of same and the Parties shall meet and confer in

good faith to discuss such proposed additional use(s). The City shall not utilize and/or operate the Vehicle for any such additional purpose(s) unless and until Broward Health has provided prior written consent. In order to engage in any approved additional uses(s), the City shall, at its sole cost and expense, obtain, maintain, and renew, any and all licenses, permits, certifications, approvals, and authorizations, required under applicable federal, state, and local laws, rules, and regulations, necessary for carrying out such additional purpose(s). Such additional use(s) may not interfere with, and/or replace, the original usage of the Vehicle as contemplated and set forth under Section 3 herein.

7. **Liability and Indemnification.**

7.1 To the greatest extent permitted under Florida law, City shall indemnify, hold harmless, and defend Broward Health and all of Broward Health's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this MOU, and caused or alleged to be caused, in whole or in part, by any negligent act or omission of City, its officers or employees while acting within the scope of their employment or office, arising from, relating to, or in connection with this MOU. Broward Health shall in no event be liable for personal injury or any incidental, special, indirect, consequential, or punitive damages whatsoever, including, without limitation, damages resulting from loss of profits, loss of business or business opportunity, or other financial loss, arising out of or related to this MOU, however caused, whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if Broward Health has been advised of the possibility of such damages, including losses arising out of third-party claims.

7.2 The Parties to this MOU are governmental entities pursuant to § 768.28, Fla. Stat., and thus, each Party agrees to be liable to the limits as set forth in § 768.28, Fla. Stat., for its independent acts of negligence or omissions, or that of its employees/agents while providing services on behalf of agencies of the state, which result in claims or suits against it, and agree to be liable to the limits set forth in § 768.28, Fla. Stat., for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract.

8. **Insurance.** The City shall maintain, at its own expense and keep in effect during the full Term of this MOU, self-insurance under a Risk Management Program in accordance with

§ 768.28, Fla. Stat., for auto liability coverage, which will include the Vehicle as a covered vehicle. The City will provide a letter of self-insurance for auto liability coverage upon request from Broward Health.

9. **Sovereign Immunity**. The Parties hereto acknowledge that Broward Health and the City are political subdivisions or agencies of the State of Florida and enjoy sovereign immunity. Nothing in this MOU shall be construed to require either Party to indemnify the other Party or insure the other Party for such other Party's negligence or to assume any liability for such other Party's negligence. Further, any provision in this MOU that requires that either Party indemnify or defend the other Party from liability for any other reason shall not alter such Party's partial waiver of sovereign immunity or extend such Party's liability beyond the limits established in § 768.28, Fla. Stat., as may be amended or revised.
10. **Termination**. Either Party may terminate this MOU with or without cause, at any time, by providing thirty (30) calendar days' advance written notice to the other Party. This MOU may also be terminated by either Party upon twenty-four (24) hours' written notice if a Party reasonably believes and/or determines that: (i) termination is necessary to protect the public health, safety, or welfare; or (ii) there is a change in law that otherwise renders this MOU impossible to perform. In the event of early termination or non-renewal of the MOU, the City agrees to return the Vehicle to Broward Health within two (2) calendar days, excluding weekends and legal holidays, following such early termination.
11. **Compliance with Laws and Standards**. Each Party shall perform their respective duties and obligations under this MOU in accordance with any and all regulations, rules, and accreditation standards applicable to the respective Party, and the Parties shall comply with all federal, state, and local laws, ordinances, rules, and regulations, applicable to the Parties under this MOU.
12. **Governing Law and Venue**. This MOU has been executed and delivered in, and shall be interpreted, construed, and enforced, pursuant to and in accordance with, the laws of the State of Florida, without regard to conflicts of law principles. Both Parties understand and agree that Broward County, Florida, shall be the sole and exclusive venue for any dispute, litigation, special proceeding, or other proceedings, as between the Parties that may, directly or indirectly, be brought or arise out of, or in connection with, or by reason of this MOU. The Parties hereby agree to waive any jurisdictional, venue, or inconvenient forum, objections to the state and federal courts with jurisdiction in Broward County, Florida.
13. **E-Verify**. Section 448.095(5), Fla. Stat., requires that contractors, as defined in § 448.095(1)(a), Fla. Stat., and any subcontractors thereof, register with and use the E-Verify system, as defined in § 448.095(1)(c), Fla. Stat., to verify the work authorization status of

all new employees of such contractors or subcontractors, and prohibits public agencies, contractors, or subcontractors thereof from entering into a contract unless each party to the contract registers with and uses the E-Verify system. To the extent that the City meets the definition of “contractor” under § 448.095(1)(a), Fla. Stat., the City agrees to comply with the provisions of § 448.095, Fla. Stat., register and use the E-Verify system, and, if the City enters into a contract with a subcontractor, to require such subcontractor to provide the City with an affidavit, which the City shall retain for the duration of the MOU stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The City understands and agrees that if Broward Health has a good faith belief that the City has knowingly violated § 448.09(1), Fla. Stat., Broward Health is required to and shall terminate this MOU in accordance with § 448.095(5)(c), Fla. Stat.

14. **Assignment.** This MOU may not be assigned by the City without the prior written consent of Broward Health.
  
15. **Notice.** Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand, or consent, shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email, to the Party’s last known address.

**FOR BROWARD HEALTH:** Contract Administration  
Broward Health  
1800 NW 49th Street, Suite 120  
Fort Lauderdale, FL 33309

**WITH A COPY:** General Counsel  
Broward Health  
1800 NW 49<sup>th</sup> Street  
Fort Lauderdale, FL 33309

**FOR CITY:** Fire Chief  
City of Fort Lauderdale  
528 NW 2<sup>nd</sup> Street  
Fort Lauderdale, Florida 33301  
sgollan@fortlauderdale.gov

WITH A COPY:

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, Florida 33301  
smccartney@fortlauderdale.gov

16. **Public Records**. To the extent applicable, the City agrees to comply with Broward Health's respective obligations regarding public records in accordance with Chapter 119, Florida Statutes, and shall cooperate with Broward Health in connection with the obligations stated therein.
17. **Entire Agreement; Amendment**. This MOU represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations, if any, made by and between the Parties. This MOU may be modified or amended only by written agreement signed by both Parties.
18. **Counterparts**. This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.

**IN WITNESS WHEREOF**, the Parties execute this MOU as follows:

[SIGNATURE PAGE FOLLOWS]

**NORTH BROWARD HOSPITAL  
DISTRICT  
D/B/A BROWARD HEALTH**, a special taxing  
district of the State of Florida

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

Print Name: Alisa Bert

Title: Chief Financial Officer

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

**CITY OF FORT LAUDERDALE**, a Florida  
municipality.

ATTEST:

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
David R. Solomon, City Clerk

By: \_\_\_\_\_  
Rickelle Williams, City Manager

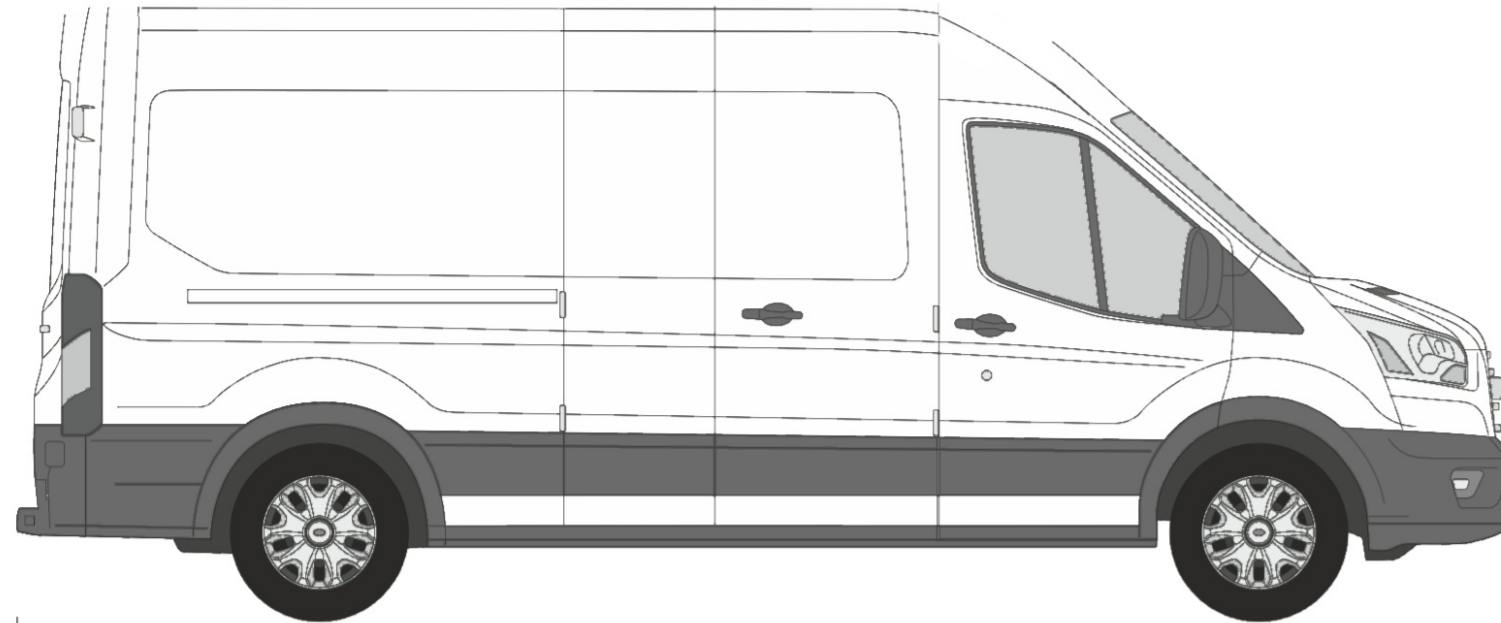
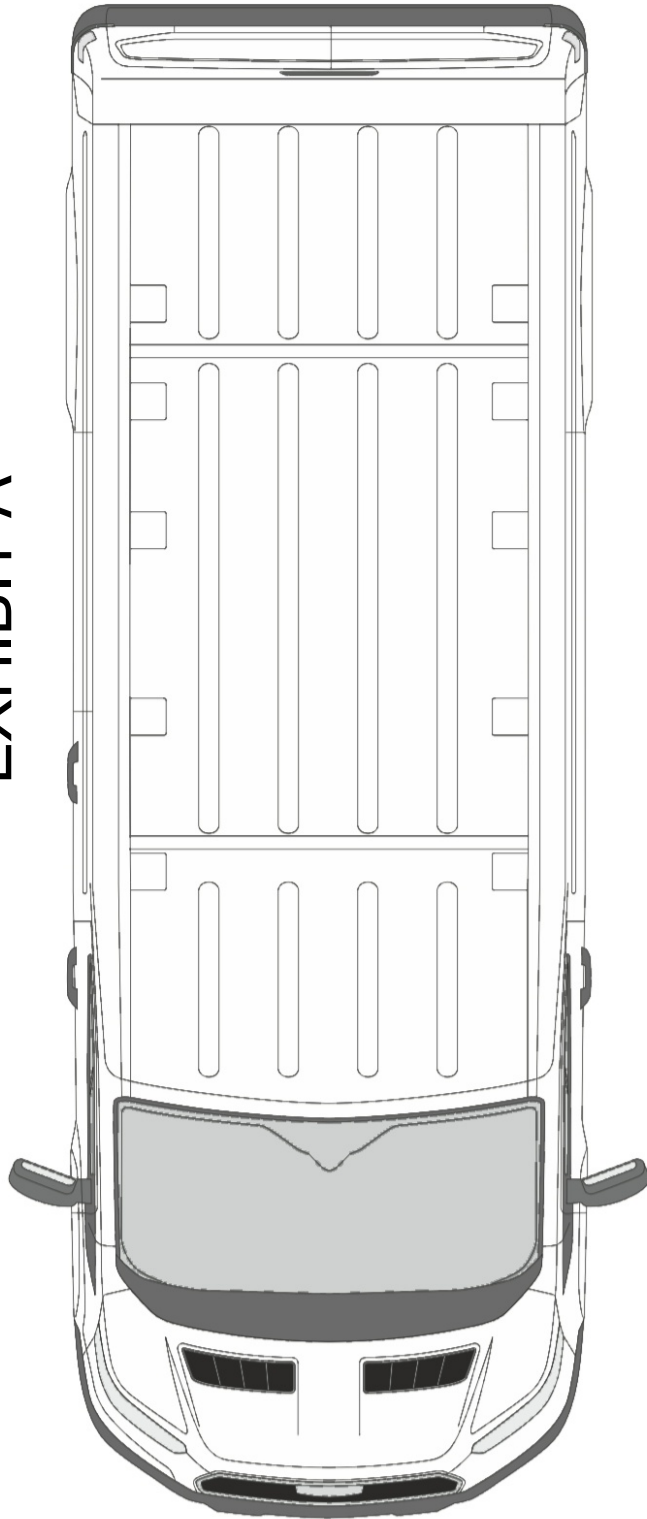
Approved as to form and correctness:

\_\_\_\_\_  
Eric W. Abend  
Senior Assistant City Attorney

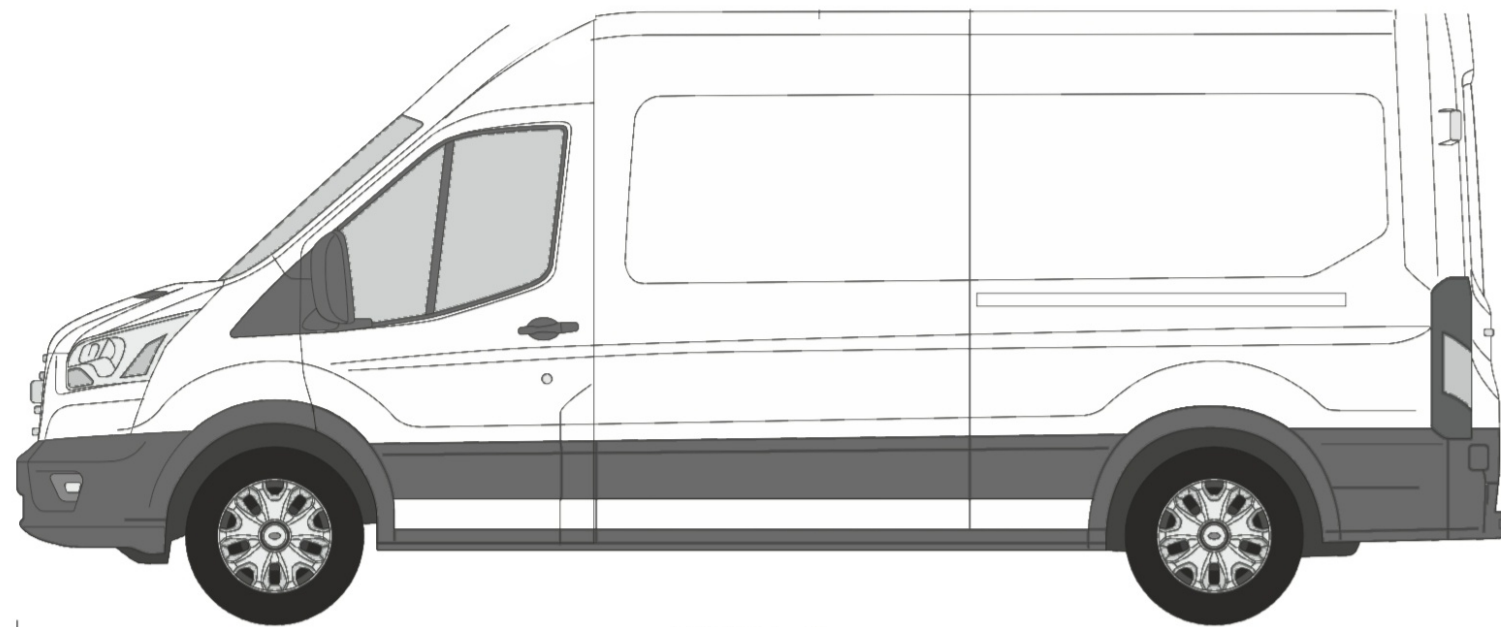
Ford Transit\_24\_29

Cargo Van, Long Wheelbase, High Roof, Swing Doors

EXHIBIT A



6,062.9 mm  
3,749 mm Wheelbase



238.7"  
147.6" Wheelbase

