

**THE BROWARD SHERIFF'S OFFICE'S
NARCAN DISTRIBUTION COLLABORATIVE PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being entered into by and between Gregory Tony, as Sheriff of Broward County, Florida (hereinafter referred to as "BSO") and The City of Coconut Creek (hereinafter referred to as "City"):

WHEREAS, Broward County's local governmental agencies and municipalities have been facing challenges in dealing with illegal opioid use and the overdoses related to the same; and

WHEREAS, BSO has identified, applied for and secured funding via a grant number H79SP080310 for Project Titled "Broward Sheriff's Office First Responders Opioid Grant" ("Grant") from the Department of Health and Human Services ("Grantor" or "HHS"), as amended; and

WHEREAS, part of the Grant funding shall be used by BSO towards purchase, storage and distribution of Naloxone ("Narcan") within Broward County to first responders; and

WHEREAS, the City desires to receive distributions of Narcan from BSO to allow its first responders to have Narcan available when interacting with a possible opioid overdose victim; and

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the Narcan Distribution Collaborative Program ("Program") within Broward County by BSO and funded under the Grant.

Procedures

- I. BSO will serve as the lead agency for the other agencies and municipalities in Broward County, Florida participating in the Program. Pursuant to the Grant guidelines, funding for the Program will be provided to BSO and BSO's performance is under this MOU is conditioned upon continued funding by the Grant for the same.
2. BSO will provide City with Narcan in its original packaging in amounts determined by BSO, taking into consideration the needs assessment conducted by BSO and City, the needs of other participating agencies and municipalities in this collaborative program and available resources under the Grant.

Notwithstanding the forgoing, BSO shall have preference in supplying its first responders with the Narcan and any excess supplies of Narcan not needed by BSO, shall be subject to distribution to other agencies and municipalities within Broward County.

3. BSO shall make available Narcan to City for City's first responder use in accordance with the manufacturer's usage and application instructions. City will be responsible for controlling the distribution of this drug to its first responders and the proper training of its own employees and agents in the proper storage and use of this drug. City's medical director or medical affiliate professional shall provide proper guidance to their respective City's personnel in the training, storage and medical application and use of this drug and acknowledges this responsibility by execution of this MOU in the designated signature line provided herein.
4. The City shall provide BSO and/or the Granter with copies of all records, data, documents, and reports, related to the use and final administration or disposition or disposal of the drug as requested by BSO and/or the Grantor.
5. The City is responsible for the proper disposal and/or destruction of any expired lots or doses of the Narcan and document the same to BSO upon request by BSO.
6. The City shall not redistribute the Narcan to any third party received under this MOU, without the express written consent of BSO. The City will restrict the access and use of the Narcan to first responders employed by the City.

Term and Termination

1. This MOU shall remain in effect from the date it is fully executed by the parties for a duration of one (1) year and shall then convert to a month-to-month term thereafter, if not otherwise terminated in accordance with the termination rights contained herein.
2. Either party may terminate this MOU at any time for convenience by providing thirty (30) days written notice to the other party.
3. This MOU shall be terminated when funding for BSO's performance herein is discontinued under the Grant

Amendments

This MOU may be modified at any time upon the written agreement of all of the parties.

No Waiver of Sovereign Immunity

Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this MOU, each party agrees to: (i) adhere to the reporting, auditing, and records requirements/standards set forth or incorporated within the Grant, as amended, and the Grant Award Notice, as amended; (ii) 45 CFR Part 75 as applicable; (iii) the HHS Grants Policy Statement; and (iv) applicable reporting requirements and procedures contained within Appendix XII to 45 CFR Part 75; and (v) any other reasonable request for documents or data requested by BSO and/or the Grantor relative to the Program.

Records

1. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resulting award of attorney's fees for noncompliance.
2. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this MOU for a period of five (5) years from the date of execution of the MOU and shall allow BSO and/or the Grantor of the Grant access to such records upon request.
3. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO and/or the Grantor, and their employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO and/or the Grantor. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
4. Upon reasonable notice, the City shall provide BSO and/or the Grantor with any additional documentation, information, or reports as may be required by BSO and/or the Grantor.

Reporting

City acknowledges that the Grant's terms require certain reporting of the use, distribution, disposition and disposal of the Narcan no less than a quarterly basis, but more frequently or on an immediate request if so requested by Grantor. City agrees to provide such reports in such time frames and in a form suitable to BSO and/or the Grantor which shall include, but not limited to:

- List of first responders receiving Narcan
- Training roster showing first responders received adequate Narcan training
- Known/suspected overdose encounters/calls for service where the Narcan is administered
- Narcan administrations to patients/ Related hospital transports
- Narcan inventory (how many provided and to whom, how many remain in stock)

Disclaimer of Warranties

BSO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO PACKAGING, STORAGE, DISTRIBUTION OR USE OF NARCAN SUPPLIED TO THE CITY UNDER THIS MOU.

No Third Party Beneficiaries

Neither BSO nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

Execution

The parties agree for purposes of this MOU, the MOU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE BROWARD SHERIFF'S OFFICE'S NARCAN DISTRIBUTION COLLABORATIVE PROGRAM MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Gary Palmer
Executive Director-DOD & Community Programs

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

Date: _____

City of

Date: _____

Printed Name: _____

Medical Director for the City of _____

Date: _____

Printed Name: _____

CITY OF COCONUT CREEK

BY: _____
Karen M. Brooks, City Manager Date

ATTEST:

Leslie Wallace May, City Clerk Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,

did personally appear: _____
(Insert Names and Official Titles)

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
_____, in the State and County aforesaid on this, the _____ day of
_____, 2019.

(SEAL)

Notary Public
My Commission Expires: