


**Village of Tequesta
Fire-Rescue**

Memo

To: Michael Couzzo, Village Manager
From: Joel Medina, Fire Chief 
cc: Village Council
Date: August 29, 2017
Re: Closed P.O.D. (Point of Distribution)

In cooperation with the Centers for Disease Control and Prevention and their *Cities Readiness Initiative Program*, attached you will find a Memorandum of Agreement and Leasing Agreement in connection with the Village of Tequesta becoming a closed Point of Distribution for medications and medical supplies in the event of a pandemic crisis. There is no cost to the Village for becoming a P.O.D. We have had several meetings with the Florida Dept. of Health in this regard and believe what they are offering can be a great benefit to all employees of the Village; and in turn, the residents will benefit as well. The Agreements have been reviewed, revised, and approved by Keith Davis, Esq.

It is respectfully requested this Memorandum of Agreement and Leasing Agreement be executed to enable this endeavor.

MEMORANDUM OF AGREEMENT
Support Services for Emergency Distribution of Strategic National Stockpile

BETWEEN FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY
and THE VILLAGE OF TEQUESTA, a Florida Municipal Corporation

This Memorandum of Agreement ("Agreement") is entered into between the Florida Department of Health in Palm Beach County, hereinafter referred to as the "Department," and The Village of Tequesta, A Florida Municipal corporation, hereinafter referred to as the "Village."

RECITALS

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

WHEREAS, the CDC, through the Florida Department of Health, will provide the Strategic National Stockpile (SNS) assets, which includes medications and medical supplies, to the Department for the Palm Beach County portion of the MSA; and

WHEREAS, the Department approves the transfer of a pre-determined quantity of the aforementioned medication to the Village; and

WHEREAS, the Department wishes to collaborate with the Village to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion.

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

I. PURPOSE

- A. This agreement delineates responsibility of the Department and the Village for activities related to the prophylaxis of the Village's employees and their immediate family members under the Cities Readiness Initiative (CRI) in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.
- B. This Agreement serves as the Scope of Work between the Village and the Department.

II. SCOPE

- A. The provisions of this Agreement apply to activities to be performed at the request of the Department in conjunction with the implementation of the Cities Readiness Initiative Response Plan, an appendix to the Department's Emergency Operations Plan.
- B. No provision in this Agreement limits the activities of the Department in performing local and state functions.

III. DEFINITIONS

- A. Cities Readiness Initiative (CRI). A CDC program providing direct assistance to specific densely populated areas (known as Metropolitan Statistical Areas) to build the response capacity needed for the prophylaxis of 100 percent of their populations within a 48-hour period in the event of a catastrophic public health emergency.

- B. Local Distribution Site (LDS): A temporary facility that receives, breaks down and processes the SNS Push-Pack and Managed Inventory for redistribution. Also referred to as Receipt, Storage and Staging (RSS).
- C. Point of Dispensing (POD). Location for dispensing medical countermeasures and related supplies to citizens in a public health emergency; may be a Public ("Open") POD open to the general public, or a "Closed" POD established specifically for the residents and employees and their immediate family members.
- D. 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 oral medications.
- E. Strategic National Stockpile (SNS). A national repository of antibiotics, chemical antidotes, antitoxins, life support medications and medical supplies, managed by the CDC, that can be delivered anywhere in the United States within 12 hours of the decision to deploy.

IV. THE PARTIES AGREE

A. The Department Agrees:

1. To designate, in part or in total, the Village, as a Municipal Point of Dispensing, (M-POD) for the Strategic National Stockpile (SNS). This residential community will be used only for a declared Nuclear, Biological, or Chemical emergency.
2. To the extent that resources permit, to arrange for the delivery of quantities of medication, antidotes and/or vaccines to, the Municipal Point of Dispensing (M-POD), from the Strategic National Stockpile (SNS) in the event of a Nuclear, Biological, or Chemical emergency on a 24/7 schedule.
3. To provide sample descriptions of the various volunteer jobs to be assigned to the residents and employees of the Village.
4. To provide training of said volunteers in dispensing said medication, antidotes and/or vaccines to the employees of the Village and their immediate families, and will provide sample copies of Patient Registration Forms and other documentation for the required accountability of these materials.
5. To review, approve and provide credentials to volunteers who complete Florida Department of Health "Volunteer Enrollment Application" forms (DH-1474, 10/05) (Attachment 1) with accompanying "Volunteer Personal References Questionnaires" (Attachment 2). Said volunteers will be covered by Workmen's Compensation in accordance with Florida Statute Title X Chapter 110.504, and be further provided with state liability protection as part of Florida Statute Chapter 768.28.
6. To include as an attachment to this Memorandum of Agreement, a Lease Agreement (Attachment 3) wherein the Village will lease a portion of their premises for temporary use by the Department as a Point of Dispensing for a limited time to be specified and concurrent with a declared incident. The Village, will be classified as a volunteer

providing a service to the State of Florida, pursuant to the definitions of section 110.501 and 1.01 F.S., the Village will be entitled to the benefits set out in section 110.504, F.S. during the life of this Lease Agreement.

7. The coordination of the SNS assets will be determined jointly by the Logistics Section of the Palm Beach County Division of Emergency Management and the Department in the event of a decision to distribute.
8. To provide sample copies of Client Registration Forms, educational materials and other resources in the event of a catastrophic public health emergency requiring the mass prophylaxis of the identified population, and other documentation for the required accountability of these materials.
9. To provide the Village with as much advance notice as feasible of the decision to request and deploy SNS assets.
10. To provide the telephone number for the Health and Medical Unit at the Palm Beach County Emergency Operations Center (EOC) at (561) 712-6741, and the County Warning Point at (561) 712-6428.

B. The Village Agrees:

1. To provide the Department with a census count of the number of employees and their immediate family members and estimates of the number of adults and children.
2. To provide adequate numbers of volunteers from the community to assist in the dispensing of the above-mentioned medication, antidotes and/or vaccines to all residents and employees in their community without prejudice.
3. To provide its own resources for, but not be limited to: Transportation, Communications, Public Works, Mass Care, Resident Information, and Security for its residents and employees.
4. Volunteers and employees, upon completing the required Client Registration Form, may pick up medication for themselves, their immediate family and/or neighbors and friends, up to 15 members in total.
5. Said distribution of medication or other medical materials is to be done under the supervision of a volunteer medical professional from their community who is authorized to dispense pharmaceuticals. Medical professionals authorized to dispense pharmaceuticals are defined as: Pharmacists (RPh/ PharmD), Physicians (MD/DO), Physician Assistants (PA), Advanced Registered Nurse Practitioners (ARNP), or other medical providers registered as "dispensing practitioners" (Dentists, Podiatrists). In the absence of such a designated person, the Department will attempt to arrange for a member of the Palm Beach County Medical Society, via their Medical Reserve Corps, to be at the site and be designated to supervise the dispensing of medication/medical supplies to the residents and employees.

6. Twice daily reporting and reconciliation of medication and/or medical materials dispensed and on-hand to the Department at the Health and Medical Unit Emergency Support Function-8 (ESF-8) at the Emergency Operations Center (EOC) at (561) 712-6741.
7. Contacting the Health and Medical Unit at the EOC if additional medical countermeasures and related supplies are required to provide sufficient regimens for the intended population.
8. Ensuring that no fee of any kind is charged for the material or any function associated with the dispensing activities.
9. Returning to the Department all unused medication and related supplies, and completed Client Registration and Inventory Forms accounting for all of the medical countermeasures dispensed.

C. The Village and the Department Mutually Agree:

1. Effective and Ending Dates.

This Agreement shall begin on August 11, 2017 or on the date on which the Agreement has been signed by both parties, whichever is later. It shall end on December 31, 2020.

2. Termination. Termination at Will.

This Agreement, including the referenced Lease Agreement, may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party 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.

3. Indemnification.

The Department, as a state agency, agrees to be fully responsible to the limits set forth in Section 768.28, F.S., for its own negligent acts which result in claims or suits against the Department or the Village arising out of this Agreement, and agrees to be liable to the limits set forth in Section 768.28, F.S. for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

Section 768.28, F.S. (Waiver of Sovereign Immunity in Tort Actions) states in part in paragraph (9)(a) that "No officer, employee, or agent of the state or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety,

or property.”

Section 110.504, F.S. (Volunteer Benefits) states in paragraph (7) that volunteers shall be covered by Section 768.1355 (Florida Volunteer Protection Act) which states in part in paragraph (1), that “Any person who volunteers to perform any service for any nonprofit organization, shall be considered an agent of such nonprofit organization when acting within the scope of any official duties performed under such volunteers services.”

Federal Immunity

The Public Readiness and Preparedness Act (PREP Act) (Title 42 USC § 247d-6d), in part, “authorizes the Secretary of the Department of Health and Human Services (Secretary) to issue a declaration (PREP Act declaration) that provides immunity from tort liability (except for willful misconduct) for claims of loss caused by, arising out of, relating to, or resulting from administration or use of countermeasures to diseases, threats and conditions determined by the Secretary to constitute a present or credible risk of a future public health emergency to entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of medical countermeasures. A PREP Act declaration is specifically for the purpose of providing immunity from tort liability, and is different from, and not dependent on, other emergency declarations.”

4. Relationship.

Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties.

5. Renegotiation or Modification.

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

6. Official Representatives.

(a) For The Department:

<u>Name:</u>	Lisa Vreeland
<u>Title:</u>	Public Health Preparedness Manager
<u>Organization:</u>	Florida Department of Health in Palm Beach County
<u>Mailing Address:</u>	800 Clematis Street, West Palm Beach, FL 33401
<u>Telephone/Fax:</u>	561-671-4016/ Fax 561-837-5197
<u>e-mail:</u>	Lisa.Vreeland@FLHealth.gov

(b) For the Village:

Name: _____

Title: _____

Organization: The Village of Tequesta

Mailing Address: _____

Telephone/Fax: _____

e-mail: _____

Reference Information From The Village of Tequesta.

Number of Residences: _____

Number of Employees: _____

Number of Residents (est): Total: _____ Full Time: _____ Parttime: _____

Number of Adults/Children (est): Full Time: Adults: _____ Children: _____

M-POD Contacts:

(1) Name: _____ Address: _____

City: _____ Zip: _____ Telephone: _____ Cell: _____

e-mail: _____

(2) Name: _____ Address: _____

City: _____ Zip: _____ Telephone: _____ Cell: _____


e-mail: _____

7. All Terms and Conditions Included.

This Agreement, and its attachments as referenced, contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

END OF TEXT

IN WITNESS THEREOF, the parties hereto have caused this 12 page Agreement to be executed by their undersigned officials as duly authorized.

THE VILLAGE OF TEQUESTA, a Florida Municipal Corporation	FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY
Signed by: 	Signed by:
Name: JAMES WEINAND	Name: ALINA ALONSO, MD
Title: ACTING VILLAGE MANAGER	Title: DIRECTOR
Date: 10-11-17	Date:



Attachment 1 VOLUNTEER ENROLLMENT APPLICATION

Name (Last) (First) (Middle)

Mailing Address City State Zip

Work Telephone Home Telephone Cell Phone

Email: _____

Emergency Contact Telephone Number

What type of volunteer position are you interested in? _____

List any professional license, registration, or certificate you currently possess (include certificate/license numbers):

List any special skills, interests, or hobbies: _____

List two personal references not related to you whom you have known for more than one year:

_____ NAME	_____ NAME
_____ ADDRESS	_____ ADDRESS
_____ CITY/STATE ZIP CODE	_____ CITY/STATE ZIP CODE
_____ PHONE	_____ PHONE

List your most recent volunteer or employment experience:

EMPLOYER COMPLETE MAILING ADDRESS ZIP CODE TELEPHONE

JOB TITLE DATES OF VOLUNTEER/EMPLOYMENT

Circle the days you are available to volunteer: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Specify the hours you are available to volunteer: From: _____ To: _____

Have you ever been convicted of, or plead nolo contendere to a driving or criminal offense?

Yes _____ No _____ If answer is yes, please explain (including types of offenses and dates):



**Attachment 1 (cont'd.)
VOLUNTEER ENROLLMENT APPLICATION**

It shall be a misdemeanor of the first degree to fail to disclose, by false statement, misrepresentation, impersonations or other fraudulent means, any material fact used in making a determination as to a person's qualifications to work as a volunteer.

I understand that, to protect persons served by the department, a routine check through law enforcement, license bureaus, agency files, and references may be made. I understand that a criminal offense will not automatically exclude me from all volunteer positions; however, certain convictions will exclude me from volunteering in some positions. I understand that if I answered no to the criminal offense question on the front of this application and a record should be obtained, it will prevent me from volunteering for the department regardless of the offense. I understand upon submission of this application it becomes public record.

I understand and agree that all information as it relates to persons served by the department is to be held confidential in compliance with Florida Statutes. All information that should come to my attention and knowledge as privileged and confidential will not be disclosed to anyone other than authorized personnel and that I shall conduct myself in accordance with the departmental security policies. I understand that failure to comply may result in criminal prosecution.

I affirm that all information on this application is true and correct.

Signature

_____/_____/_____
Date

**INTERVIEWER'S COMMENTS
(For Agency Use Only)**

Date of Interview: ____/____/____

Interviewer's Name: _____

Screening Required: Yes _____ No _____ Date Screening Completed: _____

Date Orientation Completed: _____

**WORK ASSIGNMENT
(For Agency Use Only)**

Program

Location

Supervisor

Date of Placement

It is unlawful for an employer to refuse or deprive any individual of volunteer opportunities because of race, color, religion, sex, national origin, age, marital status, or handicap. Applicants who believe they have been discriminated against may file a complaint with the Florida Commission on Human Relations, 325 John Knox Road, Suite 240, Tallahassee, Florida 32399-1570.



**Attachment 2
VOLUNTEER PERSONAL
REFERENCE QUESTIONNAIRE**

Name of Volunteer/Intern Applicant	Organization	Date Completed
------------------------------------	--------------	----------------

As required by section 110.503, Florida Statutes and section 60L-33.006, Florida Administrative Code, reference checks must be completed for the above applicant. This applicant wishes to provide volunteer services to clients of the Department of Health. Your name has been given as a personal reference, and we would appreciate your comments on the following questions:

1. How long have you known the volunteer applicant? _____
2. To your knowledge, has the applicant ever been convicted of a crime? _____
3. Do you consider him/her to be of good moral character? If no, please explain.

4. Do you know of any reason why the applicant should not be trusted with or around children or persons with disabilities? _____ If yes, please explain: _____

5. Would you consider placing the responsibility of a child or a person with disabilities who is related to you with the applicant? _____
6. Do you have any additional comments concerning the applicant's character or reliability?

7. What is your relationship to the applicant? _____

Reference Signature

Name (please print)

Address

Telephone

City

State

Zip

Thank you for your time.

Upon completion, please return this form to: Your POD Manager, or
Shamilla, LUTCHMAN,
SNS/CRI Coordinator
Emergency Preparedness
Florida Health - Palm Beach County
800 Clematis Street (2-206)
West Palm Beach, FL 33401

Attachment 3
LEASE AGREEMENT

This Agreement, by and between THE VILLAGE OF TEQUESTA, (the "Lessor") and the FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY (the "Lessee") as follows:

1. PREMISES: Lessor donates to Lessee the temporary use of the following described property:

Approximately one acre real property (f/k/a _____

(the "property") at _____.

The property shall be used during the term of the lease by the Florida Department of Health in Palm Beach County as a Point of Dispensing (POD) for dispensing materials from the Strategic National Stockpile as a measure to protect the public health.


2. TERM: Upon receipt of written notification or telephone communication from the Florida Department of Health in Palm Beach County that the Strategic National Stockpile has been activated due to a medical emergency, the Lessor will immediately make ready the premises described in Paragraph 1 of this Agreement, and notify its resident-volunteers to report for medication dispensing duties. From that date of notification and for a period not to exceed seven (7) days, the Department of Health will use the leased premises as a Point of Dispensing (POD) for the dispensing of medication to the Lessor's residents and employees according to the plans established by the Memorandum of Agreement between the Department and the Lessor. This Agreement will terminate at the end of the seven day leased period, as described above, unless amended or cancelled in writing. See paragraph 8.
3. RENT: No rent or any additional consideration is due to or from either party.
4. ASSIGNMENT AND SUBLETTING: The Lessee shall make no unlawful, improper, or offensive use of the premises; nor assign or sublet any part of said premises without the written consent of the Lessor; and Lessee shall quit and deliver up said premises at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.
5. VOLUNTEER NATURE OF AGREEMENT: By virtue of donating the temporary use of the premises under this Agreement, Lessor is a volunteer providing a service to the State of Florida pursuant to the definitions of sec. 110.501(1), F.S. and sec. 1.01(3), F.S. and Lessor therefore is entitled to appropriate benefits set out in sec. 110.504, F.S. during the Lessee's use of the premises, as described in Paragraph 2, for a period not to exceed 7 days.
6. MAINTENANCE AND REPAIRS: N/A
7. TAXES: N/A
8. AMENDMENT OR CANCELLATION: Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand-delivered to or FAX'd to a party signatory.
9. LESSOR'S ACCESS TO PREMISES: Lessor reserves the right to inspect the premises upon reasonable prior notice to the Lessee.
10. SCOPE OF USE: The Lessee is entitled to quiet enjoyment of the premises and shall not be evicted or disturbed in possession of the premises so long as Lessee complies with the terms of this Agreement. This Agreement shall be binding upon the heirs and assignees of all parties.
11. UTILITIES: The Lessor shall be responsible for all utilities, deposits, and charges including charges for water, sewage, and trash pick-up during the term of this Agreement. As the materials for an anthrax episode are oral antibiotics in unit dose bottles, there will be no hazardous materials.

12. AUTHORITY: The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 8.

THE VILLAGE OF TEQUESTA, a Florida Municipal Corporation.

FLORIDA DEPARTMENT OF HEALTH
IN PALM BEACH COUNTY

Name:
Title:


10-11-2017

DATE

ALINA ALONSO, MD
DIRECTOR

DATE

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcmwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.