

RED FOLDER ITEM

Red Folder items are items received after the printing, distribution and posting of the Council agenda. The following items were not received prior to the 72-hour posting requirement. Pursuant to Government Code Section 54954.2(b)(2) there is a need for immediate action on the following items.

CITY COUNCIL MEETING JANUARY 12, 2021

RF.1. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH TO DESIGNATE THE REDONDO BEACH PERFORMING ARTS CENTER AS A CLOSED MEDICAL POINT OF DISPENSING LOCATION FOR THE COVID-19 VACCINATION EFFECTIVE JANUARY 19, 2021.

Contact: KEITH KAUFFMAN, CHIEF OF POLICE

Attachments: LA County Memorandum of Understanding

**Memorandum of Understanding
Between
County of Los Angeles Department of Public Health
and
City of Redondo Beach**

1. Declaration

This Memorandum of Understanding (MOU) is entered into between the County of Los Angeles (County) Department of Public Health (DPH) and City of Redondo Beach (hereinafter also referred to as City).

2. Purpose

The purpose of this MOU is a voluntary agreement between DPH and City to work cooperatively and collaboratively to mass dispense Medical Countermeasures (MCM), as directed by DPH, in response to a major public health emergency in Los Angeles County in order to protect the health and welfare of the public's health.

Pursuant to this MOU, City would be considered by DPH to be a Public Medical Point of Dispensing (MPOD), meaning that City and its employees would partner with DPH to dispense life-saving MCM to the public, open to everyone with no restrictions as outlined in the DPH - City of Redondo Beach MPOD Dispensing Plan and in accordance with the terms of this Memorandum.

It is understood that the parties anticipate that this MOU would be activated by DPH only in the event of a major public health emergency that is accompanied by a declaration of a local, State, and/or federal disaster or emergency. However, at the discretion of DPH, the City may not be utilized as a Public MPOD at the time of the incident. In the event DPH activates this MOU, the City will be notified to activate their Public MPOD site(s) as outlined in the DPH - City of Redondo Beach MPOD Dispensing Plan. This Plan is public safety sensitive and, as such, is confidential, and not attached to this MOU.

This MOU recognizes that City is a critical partner with the capability and interest in protecting the health of the County's population during a major public health emergency by dispensing MCM preventive medications supplied by, and in accordance with procedures promulgated and/or required by DPH. This effort will assist DPH in its efforts to provide preventive medications throughout the County.

This MOU defines the policies and procedures that would be followed in the event that a major, county-wide public health emergency is declared and DPH elects to activate the pre-identified Public MPOD site(s) within the jurisdiction of City for the purposes of mass dispensing of MCM. The City will provide personnel resources as outlined in the DPH - City of Redondo Beach MPOD Dispensing Plan under unified command for the duration of the operations.

It is understood that the City and DPH will extend their best efforts to collaboratively mass dispense MCM as contemplated by this MOU and the Plan, consistent with their respective missions and resources availability.

3. Definitions

As used in this MOU, the following terms are defined:

- Medical Countermeasure (MCM): FDA-regulated products that may be used in the event of a potential public health emergency stemming from a terrorist attack with a biological, chemical, or radiological/nuclear material; a naturally occurring emerging disease; or a natural disaster.
- Mass Dispensing: Provision of antibiotic drugs or vaccine by public health agencies that cannot be provided solely by community clinics and hospitals, or would likely overwhelm their operations.
- Public Health Emergency: Any situation where, in the judgment of the County DPH's Public Health Officer ("PHO") an emergency condition exists from the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent, which threatens the health of the general public, and which requires extraordinary actions to protect the public's health.
- Medical Point of Dispensing (MPOD): Temporary facilities activated to mass dispense preventive medications to protect the population from the spread of disease during a public health emergency.
- The Public Readiness and Emergency Preparedness Act of 2005 (PREP Act): Authorizes the Secretary of the US Department of Health and Human Services (HHS) to issue a PREP Act declaration that provides immunity from liability (except for willful misconduct) for claims of loss caused, arising out of, relating to, or resulting from administration or use of medical countermeasures to disease, 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 such medical countermeasures. A PREP Act declaration is specifically for the purpose of providing immunity from liability, and is different from, and not dependent on, other emergency declarations.

4. Assumptions

- It is anticipated that any public health emergency which results in the PHO determination to seek implementation of the procedures encompassed in this MOU would be preceded by the declaration of a local, State, and/or federal emergency or health emergency by either the PHO or appropriate governmental entity.
- The PHO, based upon his/her discretion, in order to contain the spread of contagious, infectious, or communicable disease, will request the activation of this MOU and Public MPOD(s) in order to quickly and efficiently mass dispense preventive MCM medications.

- City, may, at its sole discretion, elect either to accept or decline a request from the PHO to activate Public MPOD(s) and mass dispense preventive MCM medications to the County's population.
- In the event City elects to activate Public MPOD(s), all City personnel involved in the mass dispensing of preventive MCM medications in response to the request of the PHO pursuant to a declared public health emergency and an issued PREP Act declaration, may be provided the same liability immunity as all County personnel mass dispensing preventive MCM medication.
- The preventive MCM medications to be mass dispensed at the activated Public MPOD(s) will be provided to City of Redondo Beach by DPH at no cost.

5. Creation of Obligation

This MOU is not intended to create additional obligations on the part of City or DPH, except as explicitly detailed herein.

6. MOU Activation

In the event the PHO determines that it is in the public interest to activate Public MPOD(s) within the jurisdiction of City for mass dispensing preventive medications, the PHO or designated representative will contact one of the City Responsible Parties identified herein below in Paragraph 14, Designation of Responsible Parties. The communication from the PHO to the City will request the activation of Public MPOD(s) for the purposes of dispensing preventive medications to the County's population as outlined in the DPH - City of Redondo Beach MPOD Dispensing Plan.

This communication will also specify the approximate number of preventive medication doses available for dispensing at the City MPOD site(s). This determination is made at the sole discretion of the PHO. The allotment of MCM doses may depend upon certain factors, including but not limited to, the nature of the communicable or infectious disease present among the population, the availability of preventive medication, and the anticipated effect of the spread of the disease.

If the Designated City Representative agrees to the request, that person will coordinate with DPH personnel and confirm the following logistical and operational issues:

- Securing and providing access to pre-identified Public MPOD site(s)
- Opening time of the Public MPOD to public
- Duration of the Public MPOD operations
- Location and delivery of medications, if different from those identified in the DPH-City of Redondo Beach MPOD Dispensing Plan
- The name and contact information for person(s) responsible for overall operations of the Public MPOD (i.e., name, title, phone number, email address), if different from those identified in the DPH-City of Redondo Beach MPOD Dispensing Plan
- Communication of regular situational status reports

- Deployment of personnel to operate the Public MPOD site under unified command between DPH, City of Redondo Beach, and Law Enforcement

7. City of Redondo Beach Responsibilities

In the event that City agrees to activate Public MPOD(s) for the purpose of mass dispensing preventive medication(s), City agrees to perform the following activities:

- Deploy sufficient City personnel to operate Public MPOD under unified command between DPH, City, and Law Enforcement as outlined in DPH-City of Redondo Beach MPOD Dispensing Plan
- Provide DPH with access to the pre-identified Public MPOD(s)
- Provide facility maintenance and support services throughout the duration of the Public MPOD operations
- Coordinate with DPH and Law Enforcement throughout the duration of the Public MPOD operations
- Mass dispense preventive medications under the supervision of DPH
- Mass dispense preventive medications in accordance with procedures provided by DPH
- Communicate on an hourly basis with DPH to provide situational status reports

8. DPH Responsibilities

In the event that City activates Public MPOD(s) at the request of the PHO, DPH agrees that its responsibilities include:

- Coordinate and provide preventive MCM medications and instructions for their use
- Provide procedures and protocols for the mass dispensing of MCM medications
- Deliver preventive MCM medications to Public MPOD(s)
- Deploy DPH and other County personnel to operate Public MPOD site under unified command as outlined in DPH-City of Redondo Beach MPOD Dispensing Plan
- Mass dispense preventive medications to the general population
- Provide appropriate personal protective equipment (PPE) to all personnel deployed to operate Public MPOD under unified command

9. Reimbursements for Costs Incurred

It is the responsibility of the respective entities to maintain all records necessary to request federal reimbursement of its own costs. Neither party is responsible for the costs incurred by the other in performing the DPH-City of Redondo Beach MPOD Dispensing Plan. DPH will extend good faith efforts to assist City in recovering eligible costs from the Federal Emergency Management Agency ("FEMA"), federal, State, or local government funds, or

other permissible source of recovery. The parties agree not to charge individuals for any medications or costs related to dispensing of preventive medications that have been provided through this agreement, except as otherwise permitted by the County of Los Angeles or by the Centers for Disease Control and Prevention (CDC).

10. MPOD Activation Plans

In coordination with DPH, City agrees to review pre-identified Public MPOD(s), develop and maintain appropriate plans for MPOD activation, maintenance of sustained operations, and dispensing activities as outlined in DPH-City of Redondo Beach MPOD Dispensing Plan to be reviewed and approved annually. DPH agrees to provide technical assistance including, but not limited to, (a) access to technical expertise, (b) MPOD Dispensing plan templates, (c) MPOD Site Survey toolkit, and (d) recommended dispensing procedures. DPH shall approve final City of Redondo Beach Public MPOD plans.

11. Training and Exercises

To ensure that MPOD Dispensing plans can be effectively carried out, DPH may request that City personnel participate in training or exercises to test the capability of City and DPH to jointly implement plans, which are performed in accordance with the California Emergency Services Act. Such training and exercises shall be scheduled in coordination with City. City agrees to make personnel available for such mutually-agreed upon training and/or exercise events, to the extent that time and resources permit.

DPH agrees to assist the City to train and exercise City personnel in MPOD mass dispensing operations.

12. Assistance in Locating Special Needs Populations

City will use good faith efforts to work with DPH to develop procedures and protocols to identify the number of people within the jurisdiction of City, who may require special assistance during a major public health emergency. It is understood that such procedures and protocols must be consistent with all local, State, and federal laws and protect their privacy.

13. Term of Agreement

Upon approval by both entities, this MOU shall remain in force until September 30, 2030. Either entity may terminate the MOU by providing sixty (60) calendar days prior written notice to the other.

14. Designation of Responsible Parties

The following persons, identified by position title, have been designated as the responsible parties for all communications, including any required notice, related to this MOU, including but not limited to, its future activation:

If to DPH:

(1) Jee Kim, MCM Dispensing Manager
600 South Commonwealth Ave, Suite 700
Los Angeles, CA 90005
Office: (213) 637-3636
Cell: (213) 254-7944
Fax: (213) 381-0006
Email: jeekim@ph.lacounty.gov

(2) Dee Ann Bagwell, Policy and Planning Director
600 South Commonwealth Ave, Suite 700
Los Angeles, CA 90005
Office: (213) 637-3630
Fax: (213) 381-0006
Email: dbagwell@ph.lacounty.gov

(3) Stella Fogleman, Director, Emergency Preparedness and Response Division
600 South Commonwealth Avenue, Suite 700
Los Angeles, California 90005
Office: (213) 637-3600
Email: sfogleman@ph.lacounty.gov

If to City of Redondo Beach:

(1) Joe Hoefgen, City Manager
415 Diamond St.
Redondo Beach, CA 90277
Office: (310) 318-0600
Email: Joe.hoefgen@redondo.org

(2) Keith Kauffman, Police Chief
(3) 415 Diamond St.
Redondo Beach, CA 90277
Office: (310) 379-2477
Email: Keith.kauffman@redondo.org

(4) Laurie Koike, Interim Community Services Director
1922 Artesia Blvd.
Redondo Beach, CA 90277
Office: (310) 318-0610
Email: Laurie.koike@redondo.org

Either entity may change its Designated Responsible Party by written notice to the other entity.

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15. Signatures

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

CITY OF REDONDO BEACH

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

William C. Brand
Mayor

Date

Date

ATTEST:

Eleanor Manzano, CMC, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney