35914

Agreement No.: H-708550

MEMORANDUM OF AGREEMENT

FOR

BIOTERRORISM RESPONSE ENHANCEMENT PROGRAM

THIS MEMORANDUM OF AGREEMENT (hereafter "MOA") is made and entered into this 2nd day of March, 2021,

By and between COUNTY OF LOS ANGELES (hereafter "County"),

And CITY OF LONG BEACH (hereafter "Provider").

Business Address:

411 West Ocean Boulevard
Long Beach, CA 90802

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health & Saf. Code, § 1797, et seq., hereinafter referred to as the "Act"), the County has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (EMS Agency), an emergency medical services system; and

WHEREAS, under the California Health and Safety (H&S) Code, Division 2.5, Chapter 3, Article 4, Section 1797.153 the local EMS Agency shall administer the Medical and Health Operational Area Coordination Program in coordination with the public health entities in the Operational Area consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, the City of Long Beach through its Health and Human Services Division is responsible for bioterrorism response, including a local distribution site (LDS) for storing medication to treat persons affected by a bioterrorist or chemical attack; and

WHEREAS, Provider presented a proposal to County's Measure B Advisory Board to fund the leasing and construct a warehouse space to serve as a LDS using unallocated Measure B funds from Fiscal Year 2019-2020; and

WHEREAS, on February 11, 2020, County's Board of Supervisors approved Measure B funding for an amount of up to $488,696 to fund the LDS.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 SCOPE

Provider shall lease and construct a warehouse space, and for which County shall reimburse Provider with Measure B funding, to use as a LDS to enhance the City's capabilities to rapidly deliver medical countermeasures to the residents of the City and surrounding areas.

2.0 TERM

2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director), or designee. This MOA shall expire on June 30, 2021 unless sooner extended or terminated, in whole or in part, as provided herein.

2.2 In any event, this MOA may be terminated at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.

3.0 PAYMENT AND INVOICES

3.1 County's maximum reimbursement to Provider for the LDS shall not exceed Four Hundred Eighty-Eight Thousand, Six Hundred Ninety-Six Dollars ($488,696).

3.2 County shall not reimburse Provider for any amount of the leasing and construction cost of the LDS that Provider receives in funding from any other grant or third-party source to offset the cost.

3.3 Provider shall submit copies of invoice(s) with proof of payment for the lease and build-out cost of the LDS to the County that clearly reflects and provides LDS cost details. Invoice(s) and proof of payment shall be forwarded to County via United States Postal Service, facsimile transmission [(562) 941-2397], or e-mail transmission (kfruhwirth@dhs.lacounty.gov) within thirty (30) days after payment to the vendor to the following address:

Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Attn: Kay Fruhwirth, County's Project Director

3.3.1 County Approval of Invoices

All invoices submitted by Provider for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

3.3.2 County shall reimburse Provider within ninety (90) days of its receipt of a complete and correct invoice, including Provider's purchase order(s) and proof of payment for the allowable LDS lease and build-out costs.

4.0 COUNTY ADMINISTRATION

4.1 Director shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA.

4.2 County's Project Director shall be responsible for ensuring that the objectives of this MOA are met and providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements. County's Project Director is:

Kay Fruhwirth
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378-1596
E-mail: kfruhwirth@dhs.lacounty.gov

4.3 County shall notify Provider in writing of any change in the name of the County's Project Director.

5.0 PROVIDER ADMINISTRATION

5.1 Provider's Project Manager(s) shall be responsible for Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Director on a regular basis. Provider's Project Manager(s) are:

Sandy Wedgeworth
Darrin Curry
City of Long Beach
Fire Department and Health and Human Services
411 West Ocean Boulevard
Long Beach, CA 90802
Telephone(s): (562) 570-4376 & (562) 570-2545
E-mail(s): Sandy.Wedgeworth@longbeach.gov
Darrin.Curry@longbeach.gov

5.2 Provider shall notify County in writing of any change in the name or address of Provider's Project Manager(s).

6.0 AMENDMENTS

For any change that affects the term or any conditions included under this MOA, an Amendment shall be prepared by County and then executed by Provider and by Director, or designee.

7.0 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

County and Provider hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 6.0, and as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, and as such, the parties need not exchange with each other the signed original Amendment(s).

8.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.0 INDEPENDENT PROVIDER STATUS

9.1 This MOA is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Provider. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2 Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Provider.

9.3 Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of Provider and not employees of County. Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Provider pursuant to this MOA.

10.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Provider's intentional, willful, or negligent acts and/or omissions arising from and/or relating to this MOA, except as to the sole intentional, willful, or negligent acts and/or omissions of the County Indemnitees.

11.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraphs 4.2 and 5.1, and copies to:

Julio C. Alvarado, Director
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services and Provider has caused this MOA to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Christina R. Ghaly, M.D.
Director of Health Services

PROVIDER

CITY OF LONG BEACH

By Linda F. Tatum
Signature

LINDA F. TATUM
Printed Name

ASST. CITY MANAGER
Title

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

APPROVED AS TO FORM
February 16, 2021
CHARLES PARKIN, City Attorney

By _____
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

Brian T. Chu
Digitally signed by Brian T. Chu
Date: 2021.03.02 11:42:59 -08'00'

By _____
Brian T. Chu, Principal Deputy County Counsel