

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: February 3, 2015                      Consent [X]                      Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Memorandum of Understanding (MOU) with the Florida Department of Health in Palm Beach County (DOH).

**Summary:** 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. The CDC, through the DOH, will provide medications and medical supplies to be distributed in Palm Beach County. This proposed MOU establishes the collaborative framework between the DOH and Palm Beach County Water Utilities Department (PBCWUD) to enhance DOH's ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion. The term of this MOU will end on December 31, 2018. Countywide (MJ)

**Background and Justification:** Due to the importance of the treatment and delivery of safe drinking water and the collection, treatment and proper disposal of wastewater and the impact of these activities on the health and safety of Palm Beach County residents, PBCWUD employees play a first responders role. It is therefore imperative that PBCWUD employees have early access the medications available through the CDC in response to a biological incident or other communicable threat.

**Attachment:**

- 1. Three (3) Original Memoranda of Understanding

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Recommended By: Jim Shter                      1-13-15  
Department Director                      Date

Approved By: Sharon O'B                      1-20-15  
Assistant County Administrator                      Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund                      Dept                      Unit                      Object

Is Item Included in Current Budget?                      Yes \_\_\_\_\_ No X

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Department Fiscal Review: Delura m vest

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John H. L. 12/29/14  
OFMB  
12/24/14  
12/29/14

John J. Jacobson 1/14/15  
Contract Development and Control  
1-14-15 SLD/Heck

B. Legal Sufficiency:

W. O. O. 1/14/15  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**MEMORANDUM OF UNDERSTANDING**  
**Support Services for Emergency Dispensing of Strategic National Stockpile**

**BETWEEN FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY and  
THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the Florida Department of Health in Palm Beach County, hereinafter referred to as the "Department," and Palm Beach County, through its Water Utilities Department, hereinafter referred to as the "Water Utilities."

**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), which includes medications and medical supplies, to the Department for the Palm Beach County portion of the Miami MSA; and

**WHEREAS**, the Department approves the transfer of a pre-determined quantity of the aforementioned medication to Water Utilities for dispensing to employees and their family members, in accordance with this MOU; and

**WHEREAS**, the Department wishes to collaborate with Water Utilities 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 Water Utilities for activities related to the prophylaxis of Water Utilities employees and their family members, under the Cities Readiness Initiative 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 Water Utilities 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 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 Private ("Closed") POD established specifically for the residents and employees and their 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 dispensing 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, Water Utilities as a Government Point of Dispensing, (G-POD) for the Strategic National Stockpile (SNS). This facility will be used only for a declared Nuclear, Biological, or Chemical (NBC) emergency, and will only be used to distribute medication to Water Utilities employees and their family members.
2. To the extent that resources permit, to arrange for the delivery of quantities of medication, antidotes and/or vaccines to the Government Point of Dispensing , (G-POD), from the Strategic National Stockpile (SNS) in the event of a Nuclear, Biological, or Chemical (NBC) emergency on a 24/7 schedule.
3. To provide sample descriptions of the various volunteer jobs to be assigned to the employees of Water Utilities.
4. To assist in the training of said volunteers in dispensing said medication, antidotes and/or vaccines to the employees of Water Utilities, and will provide sample copies of Client Registration Forms and other documentation for the required accountability of these materials.
5. 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.
6. 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.
7. To provide the Government Point of Dispensing (G-POD) with as much advance notice as feasible of the decision to request and deploy SNS assets.
8. To provide the telephone numbers for the Health and Medical Unit at the Palm Beach County Emergency Operations Center (EOC) – (561) 712-6741, and the County Warning Point – (561) 712-6428.
9. To arrange for a member of the Palm Beach County Medical Society, via their Medical Reserve Corps, to be at

the Water Utilities site and be designated to supervise the dispensing of medication/medical supplies to Water Utilities employees.

B. Water Utilities Agrees:

- 1 To provide the Department with a census count of the number of employees – year 'round vs. seasonal.
- 2 To provide adequate numbers of volunteers from the utility to assist in the dispensing of the above- mentioned medication, antidotes and/or vaccines to all employees and their family members, 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 employees.
4. Employees, upon completing the required Client Registration Form, may pick up medication for themselves, and their family members, up to 15 members in total.
5. Twice daily reporting (at 12:00 pm and at 4:00 pm) and reconciliation of medication and/or medical materials dispensed and on-hand to the Department at the Health and Medical Unit (ESF-8) at the Emergency Operations Center, (561) 712-6741.
6. Water Utilities will designate the location(s) at which the Point of Dispensing will be used temporarily for the dispensing of medication to its employees and their family members. The temporary term of use will begin on the date Water Utilities receives written notification or telephone communication from the Department that the Strategic National Stockpile has been activated due to a medical emergency and for a period not to exceed seven (7) days from that date of notification, unless amended or cancelled in writing
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. Water Utilities and the Department Mutually Agree:

1. Effective and Ending Dates.

This Memorandum of Understanding (MOU) shall begin on January 1, 2014, or on the date on which the MOU has been signed by both parties, whichever is later. It shall end on December 31, 2018.

2. Termination. Termination at Will.

This MOU 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 Water Utilities 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. Water Utilities agrees to be fully responsible for its own negligent acts which result in suits or claims against Water Utilities or the Department arising out of this Agreement, and agrees to be liable for any damages proximately caused by said acts or omissions.

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."

Federal Immunity

The Public Readiness and Emergency 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, 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 Memorandum of Understanding 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>	Alfred M. Grasso
<u>Title:</u>	Operations and Management Consultant Manager
<u>Organization:</u>	Florida Department of Health in Palm Beach County
<u>Mailing Address:</u>	P.O. Box 29, 800 Clematis Street, West Palm Beach, FL 33401
<u>Telephone/Fax:</u>	561-671-4016/ Fax 561-837-5197
<u>e-mail:</u>	<a href="mailto:Alfred.Grasso@FLHealth.gov">Alfred.Grasso@FLHealth.gov</a>

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(b) For The Palm Beach County Water Utilities Department:

Name: Juan Guevarez

Title: Director, Operations and Maintenance, Plants

Organization: Palm Beach County Water Utilities Department

Mailing Address: 8100 Forest Hill Blvd., West Palm Beach, Florida 33416

Telephone/Fax: 561-493-6000

e-mail: [jguevarez@pbcwater.com](mailto:jguevarez@pbcwater.com)

Reference Information From The Palm Beach County Water Utilities Department:

Number of Employees: 599

Number of Employees (est.): Total: 599 Year 'Round: 599 Seasonal: 599

G-POD Contacts: (1) Name: Michael Cantazaro Address: 8100 Forest Hill Blvd.

City: West Palm Beach Zip: 33416 Telephone: 561-493-6000 Cell: 561-202-7373

e-mail: [mcantazaro@pbcwater.com](mailto:mcantazaro@pbcwater.com)

(2) Name: Hassan Hadjimiry Address: 8100 Forest Hill Blvd.

City: West Palm Beach Zip: 33416 Telephone: 561-493-6000 Cell: 561-801-6247

e-mail: [hhadjimiry@pbcwater.com](mailto:hhadjimiry@pbcwater.com)

7. All Terms and Conditions Included.

This Agreement 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.

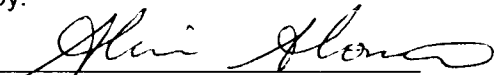
END OF TEXT



IN WITNESS THEREOF, the parties hereto have caused this 7 page Agreement to be executed by their undersigned officials as duly authorized.

FLORIDA DEPARTMENT OF HEALTH IN  
PALM BEACH COUNTY

Signed by: \_\_\_\_\_

  
Name: ALINA ALONSO, MD

Title: Director

Date: 10/22/14

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND CONTROLLER**

**PALM BEACH COUNTY, BY ITS**  
**BOARD OF COUNTY**  
**COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO**  
**LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED TO TERMS AND**  
**CONDITIONS**

By:   
Director of Water Utilities