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Agenda Item No. 3

September 24, 2026

Honorable City Council
City of Los Angeles
c/o City Clerk
Room 395, City Hall
Los Angeles, CA 90012

Attention: Adam Lid, Legislative Assistant

REQUEST AUTHORIZATION TO NEGOTIATE AND EXECUTE A NEW MASTER LICENSE AGREEMENT WITH LOS ANGELES COUNTY PUBLIC HEALTH MEDICAL COUNTERMEASURES PROGRAM

The Department of General Services (GSD) requests authorization to negotiate and execute a master license agreement with the Los Angeles County Department of Public Health ("DPH" or "County") to utilize City-owned property for the Medical Countermeasures (MCM) program.

Having a master license agreement in place to use City property on a case-by-case basis during declared emergencies will ensure constituents have timely and local access to public health resources. This agreement will also provide the necessary protections and terms required by the City.

BACKGROUND

The Los Angeles County Department of Public Health's MCM program is managed by the Emergency Preparedness and Response Division (EPRD). Its primary purpose is to prepare for and respond to public health emergencies by ensuring the timely distribution and dispensing of medical countermeasures such as vaccines, antibiotics, antivirals, and other necessary medical interventions and medical materials to the public and applicable agencies.

The proposed Master License Agreement will mitigate last-minute, time-consuming activities during public health emergencies and will make both jurisdictions more nimble in their response. For example, in the past, DPH requested immediate access to City facilities to run vaccine clinics which was slowed by the need for City staff across various departments, including Emergency Management Department (EMD), GSD and the Office of the City Attorney, to develop license agreements with terms and conditions for use.

For this reason, the proposed agreement is being developed and coordinated with DPH as well as EMD, GSD and the Office of the City Attorney.

DPH MCM PROGRAM MISSION AND SCOPE

DPH's mission is to prevent and mitigate the public health consequences of natural or intentional emergencies for Los Angeles County residents. The scope of this program is critical for effectively responding to infectious disease outbreaks, bioterrorism events, and other public health threats using FDA-regulated products such as vaccines, antiviral drugs, antibiotics, and medical devices.

Please see **Attachment A** for information on DPH's program mission and scope.

MASTER LICENSE AGREEMENT TERMS AND CONDITIONS

The appropriate use mechanism for City-owned locations is a license agreement. As each individual license agreement requires Council approval and must run through a lengthy approval process, the proposed Master License Agreement with LA County Department of Public Health is proposed to allow for the addition and deletion of sites, as needed, with notification to the Municipal Facilities Committee (MFC). The Master License Agreement creates a faster and more efficient process to establish MCM distribution and dispensing locations when needed during declared emergencies.

The pre-approved Master License Agreement will include a site-specific implementation template, which will require the name of the incident, dates, length of term, location, specific restrictions or instructions, City and County contacts for the incident and other relevant information.

Although DPH may identify and operate the MCM on various private and other government-owned locations, this Master License Agreement and its terms and conditions apply only to City-owned, Council-controlled properties. The exceptions are City of Los Angeles Recreation and Park (RAP) facilities which operate under an existing Memorandum of Understanding specific to RAP properties.

The Master License Agreement would adhere to the following terms:

- The agreement would be restricted to use for the distribution, dispensing, and administering of MCM during public health emergencies, as formally declared by the County of Los Angeles.
- The County and GSD would mutually and jointly identify locations for the MCM program from time to time during declared public health emergencies through the activation of the Emergency Operations Center.
- The term of the Master License Agreement is 10 years, with two additional 5-year options, as jointly exercised by the County and the City acting through GSD.
- With respect to each site/location under the Master License Agreement, the emergency use period shall not exceed four (4) months, unless additional City Council approval (beyond City Council's approval of the Master License Agreement) is granted for such use beyond the four-month period for that site/location.

- The temporary use for any particular location under the Master License Agreement is revocable at will unilaterally by the City with 30 days notice.
- Under this Master License Agreement, requests relative to adding and deleting City-owned sites, except RAP facilities, would be addressed via Notification of Assignment for the MCM sites to the MFC by GSD without further approval from Council. As stated above, the use of any particular site under the Master License Agreement that exceeds four (4) months shall require additional City Council approval.

Anticipated use provisions for each location for use by the MCM (May vary depending on incident and facility and as available or allowed):

- Hours of operation vary, but typically run between 7am and 7pm. (Set up and breakdown time is typically two hours before opening and after closing.)
- If required, unarmed security services shall be provided or funded by the City or the County, as determined by mutual agreement on a case-by-case basis.
- A City employee will grant access and ensure closure of the facility during operations or DPH employees identified as leads at the site will be issued access to the City-owned facility, if approved by the City on a case-by-case basis. If feasible, the City department located at the facility will identify a liaison to DPH to assist with facility access.
- The City will make every effort to provide an ADA-compliant building/facility; however, if an ADA-compliant restroom is not available, the County will provide one at its sole cost and expense, unless otherwise agreed upon by both parties. ADA restrooms will be accessible to both DPH staff and the public.
- City-provided facility maintenance will continue according to standard protocols, unless alternative arrangements are mutually agreed upon by both parties.
- The LA County Department of Public Health shall be responsible for the proper disposal of all medical waste generated as a result of its use of the premises.

NEXT STEPS FOR THE MASTER LICENSE AGREEMENT AND FOR ACTIVATION

If approved, GSD will collaborate with the Emergency Management Department (EMD) and the City Attorney's Office to negotiate and execute a Master License Agreement. This agreement will include an implementation template—similar to the Safe Parking Program—that facilitates the addition or removal of City-owned sites as needed. The Master License Agreement will be authorized for execution by the DPH and the GSD General Manager.

- The request to activate a site under the Master License Agreement will come from DPH MCM Coordinator to the Emergency Operations Center (EOC) through the EMD Duty Officer and/or Public Health Liaison. In collaboration with DPH, EOC Directors, GSD, and EMD, a facility will be identified and activation of this facility will take place once the implementation agreement is signed or per the date specified on said agreement.
- Notifications will be made to the Council Office in which the facility is located, as well as the City Department(s) operating out of the identified location to discuss operations and maintenance for the duration of MCM use.

PUBLIC BENEFIT

DPH will pay zero rent under this proposed agreement. DPH's MCM program serves a mutual public benefit to the City and County. It will ensure timely distribution, dispensing, and administration of necessary medical countermeasures when needed during declared public health emergencies.

FISCAL IMPACT

There is no impact to the General Fund as a result of executing the Master License Agreement.

Any City costs associated with the use of a site will be determined by location, per use, per event, and in accordance with the provisions of use as discussed above.

RECOMMENDATION

That the Los Angeles City Council, subject to the approval of the Mayor, authorize the Department of General Services to negotiate and execute a new Master License agreement with LA County Department of Public Health to administer the Medical Countermeasures program during emergency situations at City of Los Angeles, Department of General Services-controlled properties under the terms and conditions substantially outlined in this report.

Tony M. Royster
General Manager

Attachment: DPH Mission and Scope

Attachment A

Los Angeles County Department of Public Health (DPH), Medical Countermeasures (MCM) Program

Los Angeles County Department of Public Health (DPH), Medical Countermeasures (MCM) program involves planning and coordination with various governmental, academic, community, and healthcare partners (such as local pharmacies and hospitals) to ensure a rapid and effective response to manage medical material, distribute, dispense, and administer MCM to prevent, mitigate, or treat the adverse health effects during a public health emergency.

The MCM program is partially funded by a federal grant, the Public Health Emergency Preparedness (PHEP) Cooperative Agreement, from the Center for Disease Control and Prevention (CDC).

- MCM are FDA-regulated medical 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. They include:
    - Biologic products: such as vaccines, blood products and antibodies
    - Drugs: medications such as antimicrobial or antiviral drugs
    - Devices: ventilators or diagnostic tests to identify threat agents

Responsibilities under MCM include:

- MCM Dispensing and Administration: Ability to provide to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident. This capability focuses on dispensing and administering MCM such as antiviral drugs, antibiotics, and antitoxins.
- Medical Material Management and Distribution*:* Ability to acquire, manage, transport, and track medical material during a public health incident or event and the ability to recover and account for unused medical material, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.

Potential temporary facility needs may include one or more of the following (Actual needs will be based on the declared emergency):

- Storing, Staging, and Distribution of MCM
    - facilities with open space for temporary storage
    - warehouse facilities with docks or rolling gates (storage and distribution)
    - secured room or facility with temperature controlled open space for temporary storage and/or distribution
- MCM Dispensing and Administration
    - large parking lots or parking structures for mass dispensing of antibiotics or administering vaccine
    - patio or courtyard outdoor space near community buildings with restrooms
    - ADA-compliant community buildings familiar and accessible to public
        - with usable open space
        - at least two doorways for ingress and egress
        - Building with restrooms
        - an additional room for storage and staff
        - onsite parking lot with adequate lighting
        - temperature controlled facility with adequate lighting and electrical outlets