COUNTY OF LOS ANGELES
Public Health

BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 08, 2024

31 October 22, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Edward Yen

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL TO EXECUTE 85 CITY CONTRACTS FOR PUBLIC HEALTH SERVICES EXCLUDING THE CITIES OF LONG BEACH, PASADENA AND VERNON (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute contracts for the administration of local public health services with 85 contracted cities (excluding Long Beach, Pasadena, and Vernon that have municipal public health departments) across Los Angeles County to reflect updated laws and revise outdated contract language.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health) to execute contracts substantially similar to Exhibit I, with the 85 cities listed in Attachment A, for public health services, effective upon date of execution through June 30, 2029, automatically renewed for consecutive five (5) year terms, for an indefinite period, at no cost to the County.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the public health services contracts to correct errors, update exhibits to the contract, or revise the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) has existing public health services contracts with 85 cities across Los Angeles County. California law authorizes contracts for local public health administration between counties and cities. These contracts allow the County's Health Officer to serve as the local health officer within the jurisdictions of the contracted cities. The County has performed these services through Public Health on behalf of the contracted cities for approximately 60 years. Many of these existing contracts were executed during the 1960s and have not been updated since they were originally executed. Accordingly, certain language and provisions of the contracts have become outdated given the changes in applicable law and public health practice over the course of the past seven decades. Public Health is offering these updated contracts to the 85 contracted cities, to replace the existing, but outdated contracts, in order to better align the language of the contract with current County public health practice and modernize the agreements with current statutory citations.

Approval of Recommendation 1 will allow for the continued administration of local public health within the cities, and continues the County's performance of local health officer functions, including, inspection services, and observation and enforcement of public health laws and regulations within those cities.

Public Health has updated the language and statutory references for the City-County Public Health contracts after a stakeholder engagement process with a workgroup of representative contracted cities to gather feedback and answer questions.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to correct errors, update exhibits, or revise the contract's terms and conditions, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster vibrant and resilient communities, Focus Area Goal F: Community Connections, Strategy ii. Community participation of the County Strategic Plan.

FISCAL IMPACT/FINANCING

Public Health provides the local administration of public health services to cities on a no-cost basis. For facilities or locations that require a County issued public health permit, the contract continues to permit the County to solely collect the required public health permit fees to fund the cost of its operations. For the administration of other public health services that do not require a public health permit, Public Health will continue to provide those services using current funding sources. This contract permits Public Health to charge a cost reimbursement fee to a City in two instances: (1) For inspection of a City owned or operated detention facility pursuant to Health and Safety Code section 101045; (2) additional public health administration or inspection services that are specifically requested by the City and are either non-customary or outside of the scope of public health services under this contract.

There are no net County costs associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

State law allows cities to contract with a County for the administration of local public health services and the performance by the County health officer of any enforcement functions within the City related to ordinances of public health and sanitation, and all inspections and other related functions within the City. (Health and Safety Code Section 101400). These contracting cities have consented to the County Health Officer to enforce and observe laws, orders and regulations related to public health within the city (Health and Safety Code Section 101405). Specific categories of State mandated public health functions performed by the County Health Officer for the cities are provided in Title 17 of the California Code of Regulations, Section 1276, and include the following services: public health statistics (birth and death certificates); communicable disease control (COVID-19, tuberculosis, hepatitis, sexually transmitted infections); medical and nursing services to promote maternal and child health; environmental health and sanitation services; health education programs; public health laboratory and testing services; public health nursing services; and services in nutrition, chronic disease, family planning, and the social determinants affecting health.

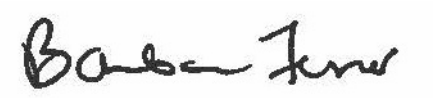
The current public health services contracts contain terms that are outdated, as the legal citations have changed. In 1991, the California State Legislature reorganized the Health and Safety Code. Public Health updated the language and statutory references for the City-County Public Health contracts after a stakeholder engagement process with a workgroup of representative contracted cities to gather feedback and answer questions. The updated local administration of public health services contracts include these updated statutory references and updated contractual language that aligns current public health practice.

Exhibit I has been approved by County Counsel to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will not impact any current services provided by Public Health to the cities. It will allow Public Health to finalize updated agreements with cities that accurately reflect current laws and regulations, as well as aligning the contractual language with current public health practice. These updated contracts will continue existing public health services without interruption to the 85 contracted cities in Los Angeles County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd
Director

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

BF:db
#07642

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment A

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
CITY CONTRACTS FOR PUBLIC HEALTH SERVICES

List of Contracted Cities

CITY			
1	Agoura Hills	44	Lakewood
2	Alhambra	45	Lancaster
3	Arcadia	46	Lawndale
4	Artesia	47	Lomita
5	Avalon	48	Los Angeles
6	Azusa	49	Lynwood
7	Baldwin Park	50	Malibu
8	Bell	51	Manhattan Beach
9	Bell Gardens	52	Maywood
10	Bellflower	53	Monrovia
11	Beverly Hills	54	Montebello
12	Bradbury	55	Monterey Park
13	Burbank	56	Norwalk
14	Calabasas	57	Palmdale
15	Carson	58	Palos Verdes Estates
16	Cerritos	59	Paramount
17	Claremont	60	Pico Rivera
18	Commerce	61	Pomona
19	Compton	62	Rancho Palos Verdes
20	Covina	63	Redondo Beach
21	Cudahy	64	Rolling Hills
22	Culver City	65	Rolling Hills Estates
23	Diamond Bar	66	Rosemead
24	Downey	67	San Dimas
25	Duarte	68	San Fernando
26	El Monte	69	San Gabriel
27	El Segundo	70	San Marino
28	Gardena	71	Santa Clarita
29	Glendale	72	Santa Fe Springs
30	Glendora	73	Santa Monica
31	Hawaiian Gardens	74	Sierra Madre
32	Hawthorne	75	Signal Hill
33	Hermosa Beach	76	South El Monte
34	Hidden Hills	77	South Gate
35	Huntington Park	78	South Pasadena
36	Industry	79	Temple City
37	Inglewood	80	Torrance
38	Irwindale	81	Walnut
39	La Cañada-Flintridge	82	West Covina
40	La Habra Heights	83	West Hollywood
41	La Mirada	84	Westlake Village
42	La Puente	85	Whittier
43	La Verne		

Contract No._____

DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH SERVICES CONTRACT

THIS CONTRACT “Contract” is made and entered into on _____,
by and between COUNTY OF LOS ANGELES (hereafter
"County") and _____ (hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract"), dated for purposes of reference only, July 1, 2024, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of City Name hereinafter referred to as "City."

RECITALS:

(a) The City desires to continue to contract with the County for the performance of public health services by the County’s Department of Public Health (“Public Health”), for the County’s Health Officer to act as the City’s Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.
(b) The County agrees to continue performing such services on the terms and conditions set forth in this Contract.
(c) This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.
(d) To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.
(e) The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County.

This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.

2. **PUBLIC HEALTH SERVICES**: The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
    a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
    b. Statutes relating to public health.
    c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.

3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS**:
    a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County Public Health. The control of County personnel under this Contract shall remain exclusively with the County.
    b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.
        i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive

payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.

ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County to perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.

c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.

i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the enacted new provision or amendment and the impact to the services performed under this Contract, if any.

ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.

iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.

d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.

i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.

ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.

e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion.

All persons employed in the performance of public health services and functions under this Contract shall be County personnel.

4. **GENERAL TERMS**:

a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.

b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.

c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.

d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.

e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the revised contract, the subsequent contract as of its effective date shall supersede the agreement previously in effect between the parties hereto.

f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.

g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may

charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.

h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.

i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.

5. **NOTICES**: Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

(1) Department of Public Health
Environmental Health – Administrative Headquarters
5050 Commerce Drive
Baldwin Park, California 91706
Attention: Director, Environmental Health
E-mail: LFrias@ph.lacounty.gov

(2) Department of Public Health

Contracts and Grants Division
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov

B. Notices to City must be addressed as follows:
City of:
Attention: City Manager
Email:

6. **GOVERNING LAW, JURISDICTION, AND VENUE**: This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United Stated Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE**: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.

8. **ALTERATION OF TERMS/AMENDMENTS**: The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the

form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

9. **INDEPENDENT CONTRACTOR STATUS**: This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. 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.

10. **NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT**: Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

11. **VALIDITY**: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12. **WAIVER**: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

CITY OF *CITY NAME*

By: _____
Name
Title

Date:_____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

FIRST LAST, City Attorney

By: _____
Name
Title

Date:_____

ATTEST:
FIRST LAST, City Clerk

By: _____
Title

Date:_____
(AFFIX CORPORATE SEAL HERE)

COUNTY OF LOS ANGELES

By:_____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

DAWYN R. HARRISON, County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

By:_____
First Last, Title
Contracts and Grants Division

Date: _____

#07642:db

EXHIBIT I

SAMPLE EXHIBIT A

CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE

CITY	ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11*	CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC DPH SERVICES*
AGOURA HILLS		
ALHAMBRA		
ARCADIA		
ARTESIA		
AVALON		
AZUSA		
BALDWIN PARK		
BELL		
BELL GARDENS		
BELLFLOWER		
BEVERLY HILLS		
BRADBURY		
BURBANK		
CALABASAS		
CARSON		
CERRITOS		
CITY OF INDUSTRY		
CLAREMONT		
COMMERCE		
COMPTON		
COVINA		
CUDAHY		
CULVER CITY		
DIAMOND BAR		
DOWNEY		
DUARTE		
EL MONTE		
EL SEGUNDO		
GARDENA		
GLENDALE		
GLENDORA		
HAWAIIAN GARDENS		
HAWTHORNE		
HERMOSA BEACH		
HIDDEN HILLS		
HUNTINGTON PARK		
INDUSTRY		
INGLEWOOD		
IRWINDALE		
LA CANADA/FLINTRIDGE		
LA HABRA HEIGHTS		
LA MIRADA		
LA PUENTE		
LA VERNE		
LAKEWOOD		
LANCASTER		
LAWNDALE		
LOMITA		
LYNWOOD		
MALIBU		
MANHATTAN BEACH		
MAYWOOD		
MONROVIA		
MONTEBELLO		
MONTEREY PARK		
NORWALK		
PALMDALE		
PALOS VERDES ESTATES		
PARAMOUNT		
PICO RIVERA		
POMONA		

RANCHO PALOS VERDES		
REDONDO BEACH		
ROLLING HILLS		
ROLLING HILLS ESTATES		
ROSEMEAD		
SAN DIMAS		
SAN FERNANDO		
SAN GABRIEL		
SAN MARINO		
SANTA CLARITA		
SANTA FE SPRINGS		
SANTA MONICA		
SIERRA MADRE		
SIGNAL HILL		
SOUTH EL MONTE		
SOUTH GATE		
SOUTH PASADENA		
TEMPLE CITY		
TORRANCE		
WALNUT		
WEST COVINA		
WEST HOLLYWOOD		
WESTLAKE VILLAGE		
WHITTIER		

Note: *To be tailored with each City's information prior to contract execution.