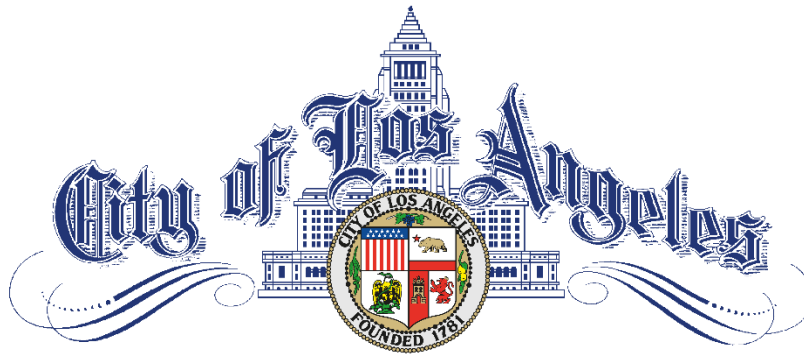




Office of the Los Angeles City Attorney
Hydee Feldstein Soto

REPORT NO. R24-0490
October 8, 2024

REPORT RE:

**DRAFT 2024 COUNTY/CITY PUBLIC HEALTH SERVICES AGREEMENT
("2024 DRAFT") SCHEDULED TO BE HEARD BY THE LOS ANGELES
COUNTY BOARD OF SUPERVISORS ON OCTOBER 22, 2024**

The Honorable City Council
of the City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, CA 90012

Honorable Members:

The City Attorney's Office submits this report with a recommendation that the City of Los Angeles (City) reject the request by the County of Los Angeles (County) for the City to execute the 2024 Draft (Attachment A) and instead negotiate an agreement along the lines of the draft term sheet sent to the County by this Office in June, 2023 (2023 Draft) or begin the process of considering whether and how to form a Los Angeles City Public Health Department, similar to what exists in Long Beach, Pasadena and Vernon.

The City Attorney agrees that if the County is going to continue to serve as the City's Health Department, a new agreement is essential for a number of reasons, not the least of which is to ensure transparency, accountability and fairness in the allocation of the funding available to the County on behalf of all cities and its unincorporated areas. Thus, the focus of the 2023 Draft is radically different from the 2024 Draft now presented by the County. The 2023 Draft focused on a collaborative and joint control approach to public health with transparency and accountability for the federal and state

block grant funding that the County collects on behalf of itself and 85 of the 88 cities in the County.

BACKGROUND AND FUNDING FOR PUBLIC HEALTH SERVICES

The City and the County are parties to that certain Agreement dated June 18, 1964 as amended (1964 Enforcement Agreement) relating to the enforcement of the state and local public health laws within the City limits, which agreement has been automatically renewed by its terms as of July 1 of each year since 1964. The 1964 Enforcement Agreement provides for County enforcement of those health ordinances that the City, as a Charter City, may enact, incorporate, or adopt which serves to preserve the sovereignty of the City in local public health issues.

In addition to the 1964 Enforcement Agreement, the City and the County currently are parties to that certain Joint Exercise of Powers Agreement dated as of February 28, 2001 creating the Los Angeles Homeless Services Authority (LAHSA) as amended (JPA), to assist in providing certain services to those in the community experiencing homelessness. LAHSA operates the Coordinated Entry System and the Continuum of Care that receive the federal and state funding for, among other things, the services to be provided to persons experiencing homelessness in the City.

Since the 1964 Enforcement Agreement was signed, the federal government, including through the United States Department of Health and Human Services (HHS), the United States Department of Education (ED) and the United States Department of Housing and Urban Development (HUD), through the McKinney-Vento Act, the creation and expansion of Medicare and Medicaid, the Medicare Prescription Drug Improvement and Modernization Act of 2003, the Affordable Care Act and numerous other laws, commenced and expanded funding for the health, welfare and housing needs across the United States and specifically for people experiencing homelessness throughout the country, which funding is distributed by means of grants and awards to health departments on behalf of their communities (Federal Health Funding). The Federal Funding includes but is not limited to health care, mental health services, public health, education and job training, social services, nutritional aid, social programs, migrant health, foster care and adoption, student assistance and loans, emergency shelter, housing, and supportive housing, and insurance assistance.

Since the 1964 Enforcement Agreement, the State created the Health and Welfare Agency (now the Health and Human Services Agency), passed the Mental Health Services Tax which is administered through the County's contract with the California State Department of Mental Health (DMH), passed Proposition 1 just this year and has expanded its funding for the purposes furthered by the Federal Funding programs and other social, mental and welfare assistance, which funding is distributed by means of grants and awards to health departments on behalf of their communities

(State Health Funding). Since the 1964 Enforcement Agreement, the County passed Measure H specifically to provide services for and assist persons in the County experiencing homelessness and otherwise allocate funding for a variety of departments that fund services to those at risk of homelessness, and currently has Measure A on the ballot next month to double that funding (County Health Funding).

Three cities in the County – Long Beach, Pasadena and Vernon – operate their own City Public Health Departments and thus receive their share of Federal Health Funding, State Health Funding and County Health Funding (collectively, “Health Funding”) directly. The City of Los Angeles, like 84 out of the 87 other cities in the County, does not receive any Health Funding. Instead, the County collects all of the available Health Funding under the 1964 Enforcement Agreement, including the portion that otherwise would come to the City, to the unincorporated areas of the County and to the other cities in the County without their own public health department, and determines what and where to fund services from the total funds collected.

There is no question that the 1964 Enforcement Agreement is outdated but the 2024 Draft does nothing to fix the most significant issues. It too lacks the clarity and detail required for the public health complexities we face in 2024 – especially related to the medical and mental health services required by those of our residents who lack housing, or who are suffering from mental illness or substance use disorders. The 2024 Draft was presented to the County Health Services Cluster on September 25, 2024, and is scheduled to come before the Board of Supervisors on October 22, 2024.

For the reasons discussed below, the 2024 Draft is problematic on policy and legal grounds, runs contrary to our City Charter, and fails to provide the benefits and accountability which the City and its residents require and deserve. The 2024 Draft is being put forward by the County Department of Public Health (DPH) without meaningful input from or discussion with the elected officials of the affected cities in the County and without outreach to the constituents and residents we all serve.

PROBLEMS WITH THE 2024 DRAFT

According to the County, there are LA County public health contracts with 85 cities that date back to the 1950s, with most executed in the 1960s, such as the one with the City of Los Angeles. The 2024 Draft incorporates updated sections of the California Health and Safety Code and incorporates all sections of the County Health Code (including those the City has rejected by ordinance). DPH has stated that it will continue to provide the same level of services to cities at no cost (with at least one exception – the County will begin charging for its statutory responsibility of inspecting City detention facilities).

DPH has indicated that it wanted to enter into a new agreement because: (a) the old agreements were outdated, (b) they are seeking contractual uniformity, and (c)

compliance with the renumbering of state statutes. The 2024 Draft does much more than that.

The 2024 Draft has numerous provisions that make executing the 2024 Draft not only ill advised, but also legally problematic including, but not limited to:

1. The 2024 Draft Impermissibly Infringes on the City Charter To Reduce or Eliminate City Input and Sovereignty

- The City currently has the jurisdiction and sovereignty to adopt, reject or alter the application of the provisions of the Los Angeles County Health Code and other public health statutes on a range of issues. See, e.g., Los Angeles Municipal Code Section 31.00 (adopting some and rejecting other provisions of the Los Angeles County Health Code). The 2024 Draft dramatically reduces and apparently removes that discretion in favor of a “one size fits all” approach.
- While giving a nod to City sovereignty over future amendments “as adopted by City by ordinance or resolution”, there is no correlative provision as to (a) existing provisions of the County Code including those already rejected by the City; or (b) “Statutes related to public health” which is so broad as to potentially pick up anything that the County Health Department wishes to exercise control over. The 2024 Draft gives the County Public Health Department the unfettered right to enforce all statutes (federal, state, or County) “relating to public health” within the City territorial jurisdiction without City input.
- The 2024 Draft requires the City to incorporate an ordinance “identical” to future County Ordinances (the City “must” and “shall” in Section 3.c. of the 2024 Draft).
- The 2024 Draft requires the City to incorporate wholesale sections of the California Health and Safety Code (101470 and 101475) into City law, impacting the City’s independence as a Charter City. This provision in the 2024 Draft is especially concerning because Health and Safety Code Section 101475 allows the Public Health Officer to unilaterally take any preventative measures that the Officer deems to be a state of emergency without City consent.
- If future ordinances are enacted by the Board of Supervisors to Title 11 of the Los Angeles County Code, the City is not allowed to reject or modify the new Title 11 provision, and must approve the incorporation of the identical version passed by the Board of Supervisors. This provision violates the City’s Charter and its home rule authority.

2. The 2024 Draft leaves open which health services are to be provided by the County, the standard of performance required of the County and the costs to the City. Instead the 2024 Draft makes it clear that these critical issues are to be determined unilaterally by the County DPH, in its sole discretion, without input from the City and without agreement as to the metrics or the costs of performance.

- The 1964 Enforcement Agreement currently provides for the City to reimburse the County at agreed upon rates for services requested by the City but is not clear as to who pays for a number of public health services such as the enforcement of federal laws, including Title 11 and disease control. Nor does the 1964 Enforcement Agreement allocate the Health Funding available and paid to the County on behalf of, among others, the City or provide certainty, transparency or accountability for the expenditure of these funds.
- The 2024 Draft does not clarify how these services will be provided but instead limits the County's responsibility for these services and requires that the City reimburse the County for them without any agreement on specific responsibilities or deliverables and without negotiation or agreement as to the rate or cost of what the County DPH may invoice. The 2024 Draft limits the County's obligations to those powers and duties that are conferred upon local health officers by state law and that leaves out a number of necessary public health functions.
- For future enactments of state law or regulation that the County DPH determines (apparently in its sole discretion) do not impose a duty or obligation on the local public health officer, the 2024 Draft provides that the County DPH nonetheless may elect to perform the discretionary services and bill and recover from the City the costs of for those discretionary services at unspecified rates determined solely by the County DPH from time to time.
- The description of Public Health Functions is solely determined at the discretion of the County Health Officer and control of all health personnel remains exclusively with the County DPH.
- While the County DPH performs for the City such services as are authorized or mandated by state laws or regulations related to public health, the 2024 Draft is silent regarding mental health and addiction services. It is unclear whether those services would be deemed "additional" services for which the contract would allow the County DPH to unilaterally set and obtain reimbursement from the City or whether the County intends to cover mental health and addiction services pursuant to a separate agreement.

- The 2024 Draft would enable the City to request undefined “additional public health services,” but allows the County DPH to charge the City at unspecified rates for the undefined additional services, such rates only being presented to the Board of Supervisors at a time after the acceptance of the 2024 Draft. If the City requests additional public health services that the County DPH determines are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County DPH may charge unknown rates that it unilaterally determines.
- The City must pay the County for the County DPH-determined additional services and has no right to dispute the charges.
- To leave such important terms such as “terms of services” and “costs” open for interpretation to a date undefined, and for the costs not to be attached to the Agreement, would open to City to the County’s subjective interpretation of what is or is not covered under the Agreement and leave the City open to unknown costs that could put the City in an untenable fiscal position. By contrast, under the currently applicable 1964 Enforcement Agreement, the parties are required to agree to a separate MOU for extra-contractual services and their costs. The 2024 Draft would enable the County DPH to unilaterally determine what services are “additional” and impose costs on the City for those services.

3. The 2024 Draft Appears to Have Unintended Consequences such as Infringing On, Duplicating or Eliminating Certain City Functions such as Los Angeles Sanitation Department.

- The 2024 Draft appoints the County Health Officer (currently Dr. Muntu Davis) as the Health Officer for each City, names the County DPH (currently headed up by Dr. Barbara Ferrer) to serve as each City’s Public Health Department and appoints itself as each City’s “Environmental Health Department”.
- While the scope, responsibilities, obligations, and services of this new “Environmental Health Department” moniker is not defined in the 2024 Draft, the term “environmental health” can be read broadly to include areas like sanitation (including onsite septic systems, water sanitation and solid, liquid, and hazardous materials management), land use, community noise control, vector control, drinking water quality, and emergency preparedness. See, e.g., California Health and Safety Code Section 106615(e).
- The 2024 Draft may have wide reaching consequences whether or not intended and appears to significantly alter the roles of the City and the County. If intended to pick up sanitation, the 2024 Draft also would interfere with the existing contractual arrangements among cities such as, for example,

the agreements pursuant to which the Los Angeles City Department of Sanitation currently services other cities and areas in the County. However, the scope of responsibilities, obligations and services is not defined so the intent is not clear.

4. The County is Relieved of its Significant Financial Responsibility for Enforcement of Public Health Laws and the 2024 Draft Shifts those Costs to the City.

- The 2024 Draft relieves the County of its enforcement responsibilities and shifts all costs of legal proceedings to the City, including for all public health violations requiring abatement or legal prosecution.
- The 2024 Draft leaves the standard of performance under the County's exclusive control and in its discretion and could be read to impose liability on the City for the County's acts and omissions. The City and the County should be able to work collaboratively to define their specific areas of responsibility and liability and agree on indemnities but instead the 2024 Draft absolves the County and shifts all enforcement costs from the County to the City.
- If the County DPH, in its sole discretion, deems it necessary to protect the public health, safety and welfare, the 2024 Draft would allow the County DPH to furnish and supply all labor, supervision, equipment and supplies it deems necessary to provide public health services at the sole expense of the City without any City input.
- If the County fails to enforce under the Health and Safety Code, and the City is forced to bring enforcement actions, the City bears the full cost of the proceeding, including paying an hourly basis for time spent by County employees participating in such legal proceedings.

5. Other Problematic Provisions.

- The City would be locked into the 2024 Draft until June 30, 2030, because the Contract strips away any right of termination during the first five years (July 1, 2029), and then requires termination to only occur with 180 days advance notice and solely as of July 1 once every five years.
- The giving of a notice of termination at any time would be problematic since the 2024 Draft does not provide for mutual cooperation, transition or transfer of data, information or resources.
- The Termination Provision is not clear regarding whether termination at each five-year interval may be for convenience or may be exercised for any reason

or no reason. The effective date for renewals or terminations falls on July 1, when the City Council traditionally is in recess.

- The 2024 Draft states that the County shall investigate health and sanitary conditions in detention facilities operated by the City, but obligates the City to pay all costs, allows the County to charge the City at unspecified rates established unilaterally and has the County provide sanitation services that may also be covered by the City.
- The 2024 Draft does not indicate whether the license and permit fees the County will charge under its new functions for public health permits or licenses are the same for all cities and unincorporated areas or are on a per capita or other basis.
- No indemnification language exists in the draft Contract that protects the City from any lawsuit or claim for actions taken by the County.

The 2024 Draft shifts an unacceptable degree of control to the County DPH and an unquantifiable amount of costs to the City, raising the potential of extraordinary legal and fiscal liability for the City.

The contract is also cursory and vague, leaving the key essentials to the County's sole discretion and interpretation. Despite the complexity of the provision of public health services in the second largest City in the nation, the 2024 Agreement is a mere nine pages in length which one might understand if it left terms to future mutual agreements as matters arise. But that is not the case. Instead the brevity is based on DPH being in complete control and making all determinations unilaterally while doing so entirely at the City's expense.

Population and Needs

As of the last census, the County had a population of 9,861,544, while the cities in the County –Long Beach, Pasadena and Vernon (the “Independent Health Cities”) – that have their own health departments or continuum of care region, receive their own Health Funding directly, resulting in a population of 9,080,238 county-wide who receive Health Funding through, and are served exclusively by, the County departments (including Health Services, Mental Health and Public Health). Of those 9,080,238 people, according to LAHSA's 2022 homelessness count, 69,144 are experiencing homelessness across the County of which 65,111 are not in the Independent Health Cities.

As of the last census, the City had a population of 3,898,747 or 43% of the population served by the County health departments. In addition, 61% of the County-wide and 65% of the County department serviced homeless population are in

the City. Thus, the City represents 43% of the County wide population and 65% of the population needs for the Federal Funding and the State Funding of those served by the County departments.

Rather than look at the City as close to 40% of the County's total population, the Office of the City Attorney has identified the City as 43% of the population served by the County's health departments (the County's population less the populations of Pasadena and Long Beach plus Glendale, which receives federal funding as a continuum of care region). Further, as of Los Angeles Homeless Services Agency's (LAHSA's) 2022 homelessness count, the number of people experiencing homelessness in the City of Los Angeles represent 65% of the population served by County departments. Accordingly, the Office of the City Attorney strongly advocates for proportional funding and services in the City to be expressly incorporated into any Public Health Agreement with the County and for the City to have the ability to determine or have input into what services are most needed and where.

DPH is attempting to preclude any reasonable allocation of funding, costs, services or negotiation to address provisions in the 2024 Draft. At a minimum, the County must address the unintended (or intended) consequences of:

(a) preserving the City's charter sovereignty as to the health code provisions that would apply to the City including, for example, the City's ability to not adopt County laws regarding the legalization or normalization of needle exchange, "safe injection" or "harm reduction" sites;

(b) defining the scope and intent of naming the County as the City's Environmental Health Department, including any intended role of DPH in sanitation, drinking water and other areas traditionally within the purview of the City's Sanitation Department or Department of Water and Power;

(c) not providing specificity or a mechanism for subsequent negotiation as to the services or support from the County under the 2024 Draft and the costs, timeliness and transparency of such services,

(d) not providing a mechanism for transparency and a fair allocation of the federal and state block grant funding collected by the County on behalf of the City, other cities and the unincorporated areas of the County; and

(e) allocation of responsibility, risk and expense of enforcement and additional services, including providing mental health, substance use and physical health services to persons experiencing homelessness.

Summary of the Proposed Recommendations

That the Council:

1. Reject the proposed 2024 Draft that has been offered by the County;
2. Request that the County continue to honor the 1964 Enforcement Agreement until such time as a mutually agreeable substitute contract is executed and becomes effective or the City makes alternative arrangements for the provision of public health services and request that the County cooperate in a smooth transition to any such alternative arrangements;
3. Request the County, direct the City Administrative Officer (CAO) and the Chief Legislative Analyst (CLA), and request the City Attorney, to negotiate fundamental changes to the proposed 2024 Draft to address the items identified above, to add accountability, fairness and transparency measures, and add a standard of performance that is not exclusively under the County's control, while recognizing the City is an integral partner in delivering public health services; and
4. Direct the CAO and the CLA, and request the City Attorney, to provide a report back within 30 days on the process for establishing, and the financial resources that would be available to fund, a City Public Health Department similar to those in Long Beach, Pasadena and Vernon. The CAO and CLA are directed to specifically address and identify the sources and amounts of Health Funding that would become available to the City, the sources and amounts of Health Funding currently made available to the County and to the Independent Health Cities, and the amount the City and the County currently spend on health and supportive services including contributions to LAHSA.

CONCLUSION

DPH has advanced the 2024 Draft as a "take it or leave it" option for participating cities. DPH has done so by citing the desire for uniformity and modernization but DPH is attempting to impose standardization on cities of varying complexity and need.

Historically, the County's delivery of public health services has not been transparent and the residents of the City of Los Angeles have paid dearly for that lack of transparency and failure to receive timely, targeted and effective services. The 2024 Draft, if adopted by the County Board of Supervisors, reduces or eliminates the City's ability to negotiate for the services it needs and allows the County to charge the City for undefined services at undefined costs.

Therefore, this Report recommends the City reject the 2024 Draft and proceed on the dual track of attempting to reach agreement with the County on a reasonable agreement while simultaneously exploring alternatives to DPH if a reasonable agreement cannot be reached.

Very truly yours,

HYDEE FELDSTEIN SOTO
LOS ANGELES CITY ATTORNEY

A handwritten signature in cursive script, reading "Hydee Feldstein Soto", is written over a horizontal line.

ATTACHMENT A

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 on July 1, 2024, 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 States 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.

IN WITNESS WHEREOF, City by order of its City Council, caused this Contract to be signed by its duly authorized officer and attested by the City Clerk. The Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed

by its Chair and the seal of said Board to be affixed and attested by the Executive Officer.

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#07642:xx