

**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

CITY OF REDONDO BEACH
(hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Redondo Beach hereinafter referred to as "City."

RECITALS:

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.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

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.

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 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 contract 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 Contract.

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: EHAdmin@ph.lacounty.gov
- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov
- (3) Department of Public Health
Office of the Director
Attention: Director, Public Health
313 North Figueroa Street
Los Angeles, CA 90012
Email: DPHDirector@ph.lacounty.gov

B. Notices to City must be addressed as follows:

- (1) City of Redondo Beach
Attention: City Manager
415 Diamond Street
Redondo Beach, CA 90277
Email: mike.witzansky@redondo.org
Phone: (310) 372-1171

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, 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 REDONDO BEACH

By: _____
Mike Witzansky
City Manager

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

JOY A. FORD, City Attorney

By: _____
City Attorney

Date: _____

ATTEST:
ELEANOR MANZANO, City Clerk

By: _____
City Clerk

Date: _____
(AFFIX CORPORATE SEAL HERE)

COUNTY OF LOS ANGELES

By: Barbara Ferrer
Barbara Ferrer (Apr 30, 2025 10:54 PDT)
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: 04/30/2025

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: Stephanie Ruiz-Perez
Contracts and Grants Division

Date: 04/28/2025

#07642:db

Exhibit A:
CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE
REDONDO BEACH

ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11

5-6.01 Adoption of the Los Angeles County Health Code.

- (a) (1) There is hereby adopted for the purpose of prescribing regulations governing public health matters in the City that certain Los Angeles County Health Code, being County of Los Angeles Ordinance No. 7583, adopted by the Board of Supervisors August 25, 1959, effective September 25, 1959, including amendments through County Ordinance No. 10075, effective October 31, 1970, and County of Los Angeles Ordinance No. 97-0071, adopted by the Board of Supervisors December 16, 1997, save and except such portions thereof as are deleted, modified, or amended by the provisions of this chapter, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this chapter shall take effect the provisions thereof shall be controlling within the City.
- (2) Three (3) copies of said Code, adopted herein by reference, are on file and open to public inspection in the office of the City Clerk.
- (b) Pursuant to the provisions of California Government Code Section 50022.1 to 50022.10, inclusive, and subject to the particular additions, amendments, and deletions set forth in this chapter, the rules, regulations, provisions, and conditions set forth in that certain Los Angeles County Health Code, Division 1 of Title 8 added by Ordinance No. 97-0071 and that certain California Assembly Bill 300, Safe Body Art Act, enumerated as California Health and Safety Code Sections 119300 through 119328, inclusive, one full printed copy of Los Angeles County Health Code, Division 1 of Title 8 and California Assembly Bill 300, Safe Body Art Act was by the Council ordered filed and which has been actually filed in the office of the City Clerk, expressly incorporated herein and made part hereof as fully and for all intents and purposes as though set forth herein at length, are hereby established and adopted as the rules, regulations, standards, provisions, and conditions to be observed and followed for the protection of public health and matters incidental thereto, subject to the additions, amendments, and deletions set forth in this chapter, said Code with its appendices and tables, containing said rules, regulations, standards, provisions, and conditions, is hereby established and adopted, and the same shall be designated, known, and referred to as the "Body Art Health and Safety Code" of and for the City.
- (1) A copy of Division 1 of Title 8 as adopted in Section 5-6.04 has been deposited with the City Clerk and shall at all times be maintained by the Clerk for use and examination by the public.

(2) A copy of California Assembly Bill 300, Safe Body Art Act, enumerated as California Health and Safety Code Sections 119300 through 119328 as adopted in Section 5-6.05 has been deposited with the City Clerk and shall at all times be maintained by the Clerk for use and examination by the public.

(§ 1, Ord. 1968 c.s., eff. June 19, 1968, as amended by § 1, Ord. 2032 c.s., eff. December 23, 1970, § 1, Ord. 2925 c.s., eff. February 6, 2004, and § 1, Ord. 3145 c.s., eff. December 17, 2015)

5-6.04 Adoption of Title 8, Division 1, Chapter 8.04 regarding body art.

(a) Title 8, Division 1, Chapter 8.04 of the Los Angeles County Code as amended herein, in effect on November 3, 2015, and as amended or renumbered in the future by Los Angeles County is hereby adopted by reference and shall constitute and may be cited as the Body Art Regulations of Redondo Beach.

(b) Notwithstanding the provisions of subsection (a) of this section, Sections 8.04.025, through 8.04.060, inclusive, 8.04.067, through 8.04.097, inclusive, 8.04.106, through 8.04.240, inclusive, 8.04.260, through 8.04.339, inclusive, 8.04.345, 8.04.349, through 8.04.370, inclusive, 8.04.380, through 8.04.403, inclusive, 8.04.415 through 8.04.425, inclusive, 8.04.432, through 8.04.446, inclusive, 8.04.452, through 8.04.530, inclusive, 8.04.580, 8.04.595, 8.04.620, 8.04.630, 8.04.645 through 8.04.655, inclusive, 8.04.670, through 8.04.700, inclusive, 8.04.752, through 8.04.760, inclusive, 8.04.780, 8.04.820, 8.04.841, 8.04.950 through 8.04.1230 are hereby deleted.

(c) Notwithstanding the provisions of Section 5-6.04(a) of this Code, the definition set forth in Section 8.04.064 of Chapter 8.04 shall read as follows:

8.04.064 “Body Art Facility” shall mean any permanent premises, business, location, or facility, used or operated in whole or in part as a body piercing or tattoo shop.

(§ 2, Ord. 3145 c.s., eff. December 17, 2015)

CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES

None