



WILLIAM T FUJIOKA  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

August 14, 2007

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

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL TO ENTER INTO MASSAGE  
EXAMINATION SERVICES AGREEMENT WITH THE CITY OF GARDENA  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to offer and sign an Agreement substantially similar to Exhibit I, with the City of Gardena (City) for DPH's administration of Massage Examination Services, effective upon Board approval and continuing in full force and effect, in perpetuity, until termination by either party, the costs of which are entirely offset by permit/license fees as set by DPH and collected and paid by the City to DPH, at no net County cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In approving the recommended action, the Board is authorizing DPH to offer and sign an Agreement with City, to allow DPH to assist in the administration of exams given to massage technician applicants seeking to provide services within the City's corporate limits, effective upon execution by both parties and continuing in full force and effect until termination by either party. Under this Agreement, DPH will be responsible for not only administering exams given to massage technician applicants and grading the exams, but will also discuss with applicants the results, billing requirements, and record keeping requirements.

*"To Enrich Lives Through Effective And Caring Service"*

Approval of the recommended action will allow DPH to meet the City's request for assistance, while also meeting DPH's Environmental Health Division's goals to preserve and protect the public's health by examining applicants for massage technician permits.

**FISCAL IMPACT/FINANCING**

All costs for DPH services for the examination of a massage technician's permit application is collected and paid by the City to DPH in the amount of \$169, at no net County cost, and may be adjusted by DPH on an as needed basis, as provided for under the Agreement.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Over the last thirty years, DPH has entered into similar agreements with other cities. These cities are Burbank, Commerce, Culver City, El Segundo, Los Angeles, Rancho Palos Verdes, and Torrance. Under these agreements, DPH provides both massage inspections and examination services; however, under the proposed agreement, DPH will only provide examination services for the City of Gardena. Thus, the City will be responsible for providing its own inspection services.

This Agreement with the City is for a perpetual term, unless terminated by either party upon giving 30 days advance written notice to the other, with all provisions remaining substantially similar to prior County Examination Services Agreements with other cities, and allows DPH to: 1) administer exams to massage technician applicants within the corporate limits of the City; 2) enforce County Code requirements relating to public health and as indicated in the City's ordinances relating to administration of examinations of applicants for massage technicians permits in the City; 3) recover the costs of DPH's enforcement of City's ordinances; and 4) incorporate the County/City Assumption of Liability Agreement, approved by the Board on December 27, 1977, as part of this Agreement.

Exhibit I has been reviewed and approved as to form by County Counsel.

Attachment A provides additional information.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will allow DPH to enter into an Agreement with City for the administration of Massage Examination Services and be reimbursed for the services provided by DPH. Furthermore, DPH's participation in this Agreement will have no negative impact on other services or projects currently provided by DPH.

Honorable Board of Supervisors  
August 14, 2007  
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**CONCLUSION**

DPH requires four signed copies of the Board's action. It is requested that the Executive Officer, Board of Supervisors, notifies the Department of Public Health, Contracts and Grants Division, at (213) 989-7061 when this document is available.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:SAS  
DJ:RM:bjs

Attachments (2)

c: County Counsel  
Director and Health Officer, Department of Public Health

**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICE:

The Department of Public Health (DPH)'s, Environmental Health Division will provide for the examination of massage technician permit applications within the City of Gardena.

2. AGENCY ADDRESS AND CONTACT PERSON:

Mr. Stephen Fischer, Esq., City Attorney  
1700 West 162<sup>nd</sup> Street  
Gardena, California 90247  
Telephone: (213) 617-8100  
FAX: (213) 617-7480; (310) 217-9694  
E-mail: [sfischer@ci.gardena.ca.us](mailto:sfischer@ci.gardena.ca.us)

3. TERM:

Effective on date of Board approval and continuing in full force and effect, in perpetuity, until termination by either party.

4. FINANCIAL INFORMATION:

All costs for DPH services for the examination of a massage technician's permit application is collected and paid by the City to DPH in the amount of \$169, at no net County cost, and may be adjusted by DPH on an as needed basis, as provided for under the Agreement.

5. GEOGRAPHIC AREAS SERVED:

Second District.

6. ACCOUNTABLE FOR MONITORING:

Terrence Powell, Acting Director, Environmental Health Division

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief Deputy Director
Contracts and Grants Division:	Gary T. Izumi, Chief
County Counsel (approved as to form):	Christina A. Salseda, Senior Deputy County Counsel

Contract No. \_\_\_\_\_

EXAMINATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),  
and CITY OF GARDENA, a municipal  
corporation (hereafter "City").

WHEREAS, the California Health and Safety Code provides that the governing  
bodies of counties and cities shall take measures as may be necessary to preserve and  
protect the public's health, including the adoption of ordinances and establishment of  
fees to support the enforcement of such activities; and

WHEREAS, County's Board of Supervisors has delegated the authority and  
responsibility for these measures to County's Director of Public Health, or his/her  
authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, Director has further entrusted his/her Department of Public Health  
("DPH") Director of Environmental Health to preserve and protect the public's health by  
examining applicants for massage technician permits for health purposes throughout  
the County of Los Angeles; and

WHEREAS, Chapter 5.48 of Title 5 of City's Municipal Code regulates massage  
establishments and the issuance of massage technician permits, within City's corporate  
limits; and

WHEREAS, Such municipal code sections allow for certain examinations as related to massage technician applications to be made by County, to assist in ensuring that each massage technician operating within City's corporate limits is in compliance with all applicable health laws; and

WHEREAS, City is desirous of contracting with County for the administration of County examinations through its DPH; and

WHEREAS, such a contract is authorized and provided for by the provisions of Section 480 et seq. of the California Health and Safety Code.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall become effective upon the date of approval by County's Board of Supervisors, and shall continue in full force and effect in perpetuity, until termination by either party, without further action of the parties hereto.

Notwithstanding the provisions of this Paragraph as set forth herein, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party.

2. DESCRIPTION OF THE DUTIES AND UNDERSTANDINGS BETWEEN PARTIES:

A. County agrees to provide examination of applicants for City massage

technician permits as required by City (i.e., Massage Examination Services), within the corporate limits of City to the extent and in the matter hereafter set forth.

Such services shall only encompass duties and functions of the types customarily rendered by DPH under the charter of County and the statutes of the State of California.

B. Except for the completion time limits as described in Paragraph C, herein below, the rendition of all services performed hereunder, the standard of performance and other matters incidental to the performance of such services, and the control of personnel so employed, shall remain in County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the manner of performance of such services, Director shall determine the duties, functions, and services to be rendered.

County agrees to perform for City such public health services as are authorized by Section 480 et seq. of the California Health and Safety Code, and as required by City in its enforcement of its Municipal Code (as it relates to the permitting of massage technicians and as it now exists or may hereafter be amended).

C. County through its DPH, agrees to perform massage examination services as follows:

(1) Examination of Applicants for Massage Technician Permit(s)

Services:

a. Upon written notification from City's Police Department that a party (i.e., applicant) has applied for a massage technician permit within City's corporate limits, or for an application for the renewal of any such permit, County's DPH shall prepare and conduct an examination to fairly determine the ability of the applicant to properly perform the work which the applicant would be authorized to do under the massage technician permit being applied for, which shall cover, but not be limited to, the following subject areas: anatomy, hygiene, physiology, and the practice and theory of massage, as set forth in City's Municipal Code.

When requested by City, County's DPH shall notify City's Police Department of the results of these examinations by written notification (i.e., form or letter) within twenty (20) calendar days after the examination is conducted.

b. County's DPH shall conduct such examination on a continuing basis, as needed, at least once each month.

(2) For the purpose of performing said functions, County shall furnish and supply all equipment, labor, supervision, and supplies necessary to provide the level of service to rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in



all instances wherein additional forms, stationary notices, supplies and the like, must be issued in the name of the City, the same shall be supplied by City at its cost and expense.

D. City, in order to facilitate the performance of services herein, shall:

(1) Agree that County shall have full cooperation and assistance from the City, its officers, employees, and agents.

(2) Make prompt written notifications to County's DPH upon the filing of any application for a new massage establishment permit and/or application for a new massage technician permit, or an application for the renewal of any such permits, within City's corporate limits.

E. All persons employed in the performance of massage examination services pursuant to this Agreement shall be County employees and no City employee shall be taken over by County, and no person employed hereunder shall have City pension, civil service, or any status or right.

For purposes of the performing such duties, functions, and services, and for purpose of giving official status to the performance thereof where necessary, every County officer or employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of City while performing services for City, which services are within the scope of this Agreement.

F. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any County personnel

performing services hereunder for County, or any liability other than that provided for under this Agreement.

Except as herein otherwise specified, City shall not be liable for compensation or indemnity to any County employees for injury or sickness arising out of his/her employment.

G. The assumption of liability agreement executed by the parties to this Agreement, and approved by County's Board of Supervisors on December 27, 1977 currently in effect is hereby made a part of and incorporated into this Agreement as set out in full, unless said assumption of liability agreement is expressly superseded by a subsequent agreement hereafter entered into by the parties.

H. Payment by City to County for Services Performed: City shall pay the cost for County's provision of massage examination services as follows:

- (1) A rate, or fee, for the examination of any applicant for a massage technician permit of One Hundred Sixty-Nine Dollars (\$169) for each examination. This rate/fee shall include the cost of all written notices, except for as to be provided for by City under Paragraph 2, Description of Duties and Understandings between the Parties, subparagraph C (2), hereinabove.

City agrees that such rate(s)/fee(s) as described herein, shall be determined by County in accordance with the policies and procedures established by the Board of Supervisors. Further, the foregoing rate(s)/

fee(s) shall be adjusted by County, on an as needed basis, to reflect the costs of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors. County shall transmit such adjusted rate(s)/fee(s) to City's City Council when the adjusted rates have been approved by the County. County shall further indicate the effective date for the adjusted rates. Upon notification by County, City agrees to pay the adjusted rate(s)/fee(s) as of the effective date provided by County.

(2) Payment by City to County for services performed by County's DPH shall be rendered by City quarterly, upon presentation of a County invoice, in duplicate, for all massage examination services performed during the previous quarter. Such invoices shall be approved by an authorized representative of City Manager's Office and processed for payment no later than thirty (30) calendar days subsequent to presentation.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, County will be entitled to recover interest thereon as determined by Director. Said interest shall be at the rate of five percent (5%) per annum of any overdue portion calculated from the last day of the month in which the services were performed.

County shall maintain on a current basis complete financial records,

in accordance with generally accepted accounting principals, sufficient to substantiate all charges billed to City in the performance of this Agreement, which shall be made available to City upon request, at a County location during County's normal business hours, within ten (10) calendar days, to City's representatives for purposes of inspection and audit.

3. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and shall be fully binding upon the parties.

4. ALTERATION OF TERMS: The body of this Agreement, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, 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 Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

5. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

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

7. CITY'S OFFICES: City's office is located at 1700 West 162<sup>nd</sup> Street, Gardena, California, 90247. City's business telephone number is (310) 217-9500, facsimile/FAX number is (310) 217-9694, and electronic mail ("e-mail") address is [sfischer@ci.gardena.ca.us](mailto:sfischer@ci.gardena.ca.us). City shall notify County, in writing, of any changes made to its business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

8. NOTICES: Notices hereunder shall 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. Director 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 shall be addressed as follows:

(1) Department of Public Health  
Environmental Health - Executive Office  
5050 Commerce Drive  
Baldwin Park, California 91706-1423

Attention: Director, Environmental Health

(2) Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street, 6th Floor-East  
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to City shall be addressed as follows:

City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, California 90247

Attention: City Manager

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health,

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and City by order of its City Council, has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

CITY OF GARDENA,

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk, City of Gardena

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.,  
County Counsel, County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Manager

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Public Health

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H  
Director and Health Officer

07/25/07 ly  
AG#00188