

**LETTER OF AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND THE LOS ANGELES WORLD AIRPORTS**

This Agreement is made and entered by and between the County of Los Angeles Department of Public Health (hereinafter referred to as "DPH"), and the Los Angeles World Airports, (hereinafter referred to as "LAWA"), with reference to the services described herein.

I. INTRODUCTION

As LAWA implements a robust Concessions Redevelopment Program at LAX, staff identified an opportunity to partner with the DPH to facilitate and expedite the plan check, inspection, and approval process required for tenant-constructed facilities.

Working under the direction of the DPH Plan Check Program, the Environmental Health Liaison will serve as the first point of contact for tenants engaging in construction and remodeling activities in the Central Terminal Area (CTA) at Los Angeles International Airport (LAX). The primary role of the Environmental Health Liaison will be to coordinate and facilitate plan checks and inspections to ensure the timely opening of tenant-constructed facilities.

LAWA will co-locate the Environmental Health Liaison in the Los Angeles Department of Building and Safety inspection trailer at LAX as a means to provide "one-stop shopping" for tenants, as deemed necessary.

II. TERM OF THE AGREEMENT

This agreement will commence upon execution by the authorized representatives of LAWA and DPH, and will expire in three (3) years after execution of this Agreement. It remains in effect until such time either party needs to amend or terminate said agreement. Either party may terminate said agreement upon written notification and acknowledgement of receipt of termination request. Such termination will be in effect 30 days upon the date of written notification.

III. ROLES AND RESPONSIBILITIES

The Environmental Health Liaison will provide the following services above and beyond DPH's customary plan review and inspection for which a fee is already collected, including but not limited to:

- Coordinate and attend meetings, as requested project stakeholders, to discuss critical project issues, proposed completion dates, and various issues that may arise during plan check and inspection activities.
- Pre-submittal application review for tenant improvements and shared facilities prior to full review by the Plan Check Program. To streamline the review process, the Environmental Health Liaison will communicate critical corrective actions to the tenant as early in the review process as possible.

- During the approval phase, coordinate the plan review with all parties, monitor the project to ensure timely completion, and facilitate review process activities including technical verifications, sign off, etc.
- Provide consultation, as needed, to tenants regarding equipment standards, equipment installation and material standards to ensure compliance with applicable California Health and Safety Codes.
- During the construction phase, coordinate with plan check to address any issues that may delay construction. Assist in assuring that construction plans are followed. Work to resolve disputes and challenges between plan check and the tenants.
- Facilitate final field construction inspections of tenants' facilities for Public Health Permits/Licenses. The Environmental Health Liaison will not conduct these inspections, but facilitate logistics and highlight potential compliance issues in advance of inspections.

IV. FINANCIAL PROVISIONS

- A. All payments by LAWA for services performed and furnished by the DPH, as provided herein, shall be made on a monthly basis as invoiced by the DPH.
- B. The term of the agreement is for three years with an estimated annual expenditure of \$202,000 based on funding requirements for a 75% full-time equivalent position, and the total funding in the amount not to exceed \$700,000 to cover labor and any additional other direct and indirect costs associated with these services.

V. CONTACT INFORMATION

- A. Formal Notices for DHP:

LA County Department of Public Health
Environmental Health
Assistant Director or Designee
5050 Commerce Drive
Baldwin Park, California 91706
(626) 430-5100

- B. For Engineering-Related Issues:

LA County Department of Public Health
Environmental Health
Attention: Chief of Plan Check Program
5050 Commerce Drive
Baldwin Park, California 91706
(626) 430-5560

C. Billings for DPH

LA County Department of Public Health
Public Health Finance
Chief Finance Officer
5555 Ferguson Drive
Commerce, California 90022
(323) 890-7821

D. Formal Notices for LAWA:

Roger Johnson, Deputy Executive Director
Attention: Janet Hackney, Executive Assistant Airports
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7558
Email: jhackney@lawa.org

With Copies to:

Intissar Durham, Chief Airports Engineer
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 8th Floor
Los Angeles, CA 90045
Telephone: (424) 646-5841
Email: idurham@lawa.org

E. Meetings with LAWA regarding Contract Administration:

Janet Hackney, Executive Assistant Airports
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7558
Email: jhackney@lawa.org

F. Billings for LAWA:

Dao Lahoree, Principal Accountant
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7560
Email: dlahoree@lawa.org

VI. GENERAL TERMS AND CONDITIONS

A. SERVICE OF NOTICES

Formal notices, demands, and communications to be given hereunder by any party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of personal delivery or three (3) business days after the date of mailing.

B. CONFIDENTIALITY CLAUSE

LAWA understands that all materials utilized or produced by DPH pursuant to this Agreement are confidential until such time as LAWA releases the final work products to the public. LAWA agrees that neither it nor its officers, employees, agents or subcontractors will release, or disseminate said information, reports or materials except as authorized, in writing mutually between LAWA and DPH.

C. TERMINATION OF AGREEMENT

1. The parties hereto shall have the right to terminate this Agreement:

- a) In the event of a default, the party seeking to terminate the Agreement shall give written notice to the other party, specifying the cause of the default; or
- b) Convenience; or
- c) Lack of funding; or
- d) Upon mutual agreement of the parties; or
- e) Upon both party's completion of all activities required to be undertaken in this Agreement.

D. DISPUTE RESOLUTION

Any disputes regarding this Agreement shall be made in writing by the concerned department to the formal representatives identified in this Agreement within ten (10) working days following the incident. The report shall provide detailed information and shall include all supporting documents.

The involved parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between the project managers of the parties.

If the matter is not resolved by negotiation within 30 days of receipt of a written "invitation to negotiate", the General Managers of both parties will meet and attempt to resolve the dispute. The concerned department shall document the agreed upon recommendations and forward the document to all representatives noted in this Agreement.

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. The Agreement includes six (6) pages which constitute the entire understanding and agreement of the parties.

LOS ANGELES DEPARTMENT OF LOS ANGELES WORLD AIRPORTS and THE COUNTY OF
LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CITY OF LOS ANGELES, CALIFORNIA

By: _____
Terri S. Williams
Assistant Director

By: _____
Gina Marie Lindsey
Executive Director

Date: _____

Date: _____