



Department of Public Works Imperial County,
California



REQUEST FOR PROPOSALS

ARCHITECTURAL FEASIBILITY STUDY AND CONCEPTUAL DESIGN SERVICES

COUNTY OF IMPERIAL PUBLIC HEALTH DEPARTMENT MULTI-PROGRAM
CENTRAL RELOCATION

LOCATED AT 450 WEST ATEN RD, IMPERIAL, CA 92251

County Project Number: SR7111HTH

Requested by:

John A. Gay, PE
Director of Public Works

Prepared By:

Alejandra Angulo
Administrative Analyst I

Deadline for Submissions: Thursday, February 22, 2024, by 3:00 P.M.

Imperial County Department of Public Works
155 S. 11th Street
El Centro, CA 92243

RFP Issued on: January 17, 2024

Questions due: February 8, 2024

- PROPOSALS MUST BE SUBMITTED ON THE SPECIFIED DATE AND TIME. THE COUNTY WILL NOT CONSIDER PROPOSALS RECEIVED AFTER THE DUE DATE. AN AMENDMENT IS CONSIDERED A NEW PROPOSAL AND WILL NOT BE ACCEPTED AFTER THE SPECIFIED DATE AND TIME.

SPECIAL NOTICE NO. 1

Notification of Contractor Registration Requirements (where required)

Pursuant to the requirements of California Labor Code section 1771.1, all contractors and subcontractors that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

All contractors, including subcontractors, listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any proposals received listing unregistered contractors and/or subcontractors will be deemed non-responsive.

NOTE: DIR number is to be specified on the cover page of the consultant proposal. Proof of registration for consultant and sub consultant shall also be submitted as an exhibit of the proposal.

Application and renewal are completed online with a non-refundable fee of \$400. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

SOURCES OF INFORMATION

INFORMATION	WEBSITE
Department of Industrial Relations (Public Works)	http://www.dir.ca.gov/Public-Works/PublicWorks.html
SB 854 Fact Sheet	http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html
Senate Bill 854 Compliance	http://www.dir.ca.gov/Public-Works/SB854.html
Public Works Contractor (PWC) Registration	https://www.dir.ca.gov/Public-Works/Contractor-Registration.html
Classifications and Minimum Labor Rates	http://www.dir.ca.gov/OPRL/Pwd/

FREQUENTLY ASKED QUESTIONS ON PUBLIC WORKS

Are awarding bodies required to use registered contractors or submit a PWC-100 for any of the following?

- o Professional service contracts*
- o Mechanics who service vehicles at the local dealership or auto shop*
- o Engineering firms or construction managers hired to manage public works projects.*
- o Design consultants, architects, and engineers performing professional design services.*
- o Material or product suppliers*
- o BIM (Building Information Modeling) or CAD (Computer-Aided Design) consultants*
- o Consultants providing Division of State Architect inspection services.*
- o Trucking companies and truck drivers*
- o Furniture dealers who deliver and install furniture.*
- o Community Conservation Corps certified by the California Conservation Corps*

Awarding bodies are required to use registered contractors and register the project for any work subject to prevailing wage requirements. California's public works prevailing wage requirements extend broadly to workers employed "in the execution of the public works contract" (Labor Code, section 1774). Coverage is not necessarily limited to work performed at the construction site by those in traditional construction trades. Awarding bodies and other interested parties can ask DIR's Director to make a formal determination on whether a particular work or project is subject to public works requirements. [Public Works Coverage Determinations](https://www.dir.ca.gov/oprl/pwdecision.asp) <https://www.dir.ca.gov/oprl/pwdecision.asp> issued by the Director since 2002 are available online.

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EXHIBITS

- Exhibit A - Vicinity Map**
- Exhibit B - Location Map**
- Exhibit C – Anticipated Department Needs Summary**
- Exhibit D – Sample Evaluation Criteria**
- Exhibit E – Sample Agreement for Services and Minimum Insurance Requirement**

***NO CHANGES SHALL BE MADE TO THE AGREEMENT FOR SERVICE**

I. PURPOSE AND BACKGROUND

Department of Public Works (ICDPW) is requesting proposals from qualified and Imperial County experienced professionals to provide architectural services for the Imperial County Public Health Department (ICPHD) for a major repurposing and retrofit of a large steel framed building located near the County airport in the city of Imperial. The architectural services shall consist primarily of a feasibility study that includes conceptual design concepts utilizing the existing building space along with estimated total costs for construction, inclusive but not limited to high level: CEQA zoning, design, permitting and construction costs. The consultant shall include in the study the feasibility of sustainable systems such as the installation of solar panels and battery backup power.

ICPHD is seeking to relocate and consolidate all its services and programs currently located in various buildings in the city of El Centro to an existing 65,000 square foot metal building owned by the County of Imperial located at 450 West Aten Road in Imperial, California. Assessor's Parcel Number (APN) is 064-230-015 (see attached exhibit). Consideration should be given to locating the different programs into the single building space all at once and alternatively over a period through a phased building approach. Consultant shall prepare a feasibility report to assess the viability of consolidating all ICPHD programs successfully within a single building and identify challenges and a pathway to consolidating services at this proposed site that includes various conceptual designs for consideration.

The objective of this Building Remodeling Project is to utilize and optimize space to meet the needs of ICPHD, as well as achieve compliance with updated regulations. The primary goal is to reconfigure the building situated at 450 W Aten Road to maximize its functionality and usability for use by ICPHD. This involves assessing current space usage, identifying inefficiencies, and proposing innovative solutions to optimize every square foot of the interior and exterior spaces. Strategies may include expanding/ reducing the building footprint, reorganizing interior partitions, redesigning common areas, or incorporating multifunctional spaces to accommodate diverse needs. The remodeling aims to streamline workflows and improve accessibility within the building. This work may involve redesigning traffic flow patterns in the parking lot, creating collaborative areas, or implementing ergonomic workstations to enhance productivity and comfort.

The contract will be regulated according to the provisions of all federal, state, and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <http://www.dir.ca.gov>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

II. SCHEDULE

EVENT	DATE
Request Issued	Wednesday, January 17, 2024
Non-Mandatory Site Walk-through	Monday, January 29, 2024, at 9:00am
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	Thursday, February 8, 2024, by 3:00pm
Proposal Due	Thursday, February 22, 2024, by 3:00pm
Consultant Selection and Award	March 2024 (tentative)
Submittal of Proposed Floor and Estimates	February 30, 2024, by 3:00pm

III. SCOPE OF WORK: FEASIBILITY STUDY

The consultant shall consider building codes and regulatory standards throughout the duration of this project. The consultant shall assess the existing structure to ensure it complies with current local, state, and federal regulations which include, but may not be limited to fire safety codes, accessibility standards (ADA), zoning ordinances, environmental regulations, environmental sustainability, and energy efficiency requirements. The remodeling project should prioritize the health and safety of building occupants which may include but not be limited to upgrading systems for ventilation, ensuring proper lighting, and integrating features that enhance overall occupant well-being. Consultants may recommend incorporating green building practices, energy-efficient systems, renewable materials, or technologies that reduce the building's carbon footprint.

Facilitating the necessary permits and approvals from local authorities is integral to ensuring compliance. The consultant will navigate the regulatory landscape, preparing and submitting documents required for approvals and permits. The expert consultant or firm will integrate these objectives cohesively. They'll create a conceptual remodeling plan that not only optimizes space utilization for enhanced functionality but also ensures the building meets all regulatory requirements, fostering a safe, compliant, and sustainable environment for occupants.

Consultant shall prepare a floor plan for the proposed remodel of the building and site, provide construction estimates and estimated timeline for construction phase for the following.

1. Initial Assessment and Analysis:

Site Evaluation: Consultants shall conduct a thorough assessment of the existing site and building in comparison to ICPHD needs, see EXHIBIT C. This shall include but not be limited to inspecting the entire property and its availability to expand building footprint if necessary. Limitations on expansion may be impacted by parking requirements and or the airspace requirements for the airport.

Inspections should include evaluation of the building integrity and the various systems integral to the building. Evaluation of the existing building systems should include but not limited to (HVAC, electrical, plumbing, etc.) functionality, reuse, and compliance with current code standards in relation to ICPHD planned use of the facility.

Regulatory Compliance Review: Different regulatory agencies may be involved in the environmental review and permitting of the future project which should be identified as a part of the feasibility study along with their requirements for repurposing of the site. Some of the agencies that can be expected to be involved include: the Imperial Irrigation District, City of Imperial, County of Imperial, and Airport Land Use Commission and possibly the Federal Aviation Administration, and or OSHPOD. Consultants shall review local, state, and federal building codes, zoning ordinances, accessibility standards, environmental regulations, and energy efficiency requirements. Identify gaps between current building status, ICPHD needs, and updated regulations. It is expected that Consultants will meet with the various permitting and regulation agencies to understand the requirements that each agency will impose on the different alternatives to the site that is created.

2. Conceptual Design:

Space Optimization Plan: Consultants shall prepare a conceptual plan with alternatives that prioritize space optimization. The consultant shall prepare layout alterations, reconfiguring interior floor plans, as well as outdoor areas (i.e. parking lot designs), recommending interior and exterior changes, and suggesting innovative solutions to enhance functionality and usability.

Workflow and Phasing Analysis: Consultant shall analyze existing workflows and propose improvements to enhance efficiency and productivity within the building. This might involve conceptual design of collaborative spaces, that take into consideration sustainable building designs. Phasing in different ICPHD functional units should also be studied to determine feasibility of moving in different divisions over a period of time as opposed to all at one time. It is expected that building new laboratory facilities may take more time as opposed to moving in other divisions that are more aligned with general office type spaces. Analysis of each phase should be addressed with recommendations.

Cost Benefit Analysis: Consultant shall prepare a comprehensive report that details the costs associated with each expected activity that includes but is not limited to environmental clearance, zoning changes if needed, design, and construction for each phase and/ or alternative for the building. A cost-benefit analysis should be provided that recommends the best approach for combining all the different function units of the ICPHD. Types of construction (wood, steel, concrete etc.) should also be addressed and proposed based upon a cost-benefit approach looking at the interior spaces and potential expansion of the building if warranted. Gant charts for each phase are required that would give the County a sense of time required to implement a preferred design alternative.

3. Meetings:

Consultant shall offer ongoing project oversight and management support. This might involve periodic site visits, progress evaluations, and ensuring adherence to proposed goal of completion of the feasibility study with its different components.

It is expected that various meetings between the Consultant and ICPHD/ ICDPW are needed to coordinate the work moving forward. Meetings may take place over ZOOM or some other similar format as necessary. The consultant shall propose a meeting schedule for consideration under the RFP.

At least three in-person meetings should be anticipated as part of the proposal. Two meetings with the Consultant and County team members; one being the kickoff meeting to start the project and another to go over the draft findings of the report before final presentation to the Board of Supervisors. The final in person meeting should include a public presentation of the report/s findings/ recommendations.

(The above-mentioned meetings are in addition to the site evaluation of the property as listed under the Initial Assessment and the need to meet with the various regulatory/ permitting agencies if necessary.)

4. Deliverable

Three hard copies of the feasibility study along with one digital file as well as all final CAD Drawing files that are created as part of the work and shown in the final document.

IV. RESPONSIBILITY OF COUNTY

The County will direct the development of the project, provide management oversight, and conduct administrative arrangements only. The consultant will be responsible for all activities and meetings associated with the project design including meeting minutes and record keeping.

The County will pay an agreed upon amount normally within 30 days after receipt of invoice(s). Invoice(s) shall be submitted with a detailed accounting of staff hours attributed to specific tasks and have a clear notation of the County Project Number.

County will retain 5% of each invoice until completion of project. Completion of project is when a Notice of Completion is recorded by the County Clerk/Recorder for the construction acceptance by the County.

The County will not provide dedicated workplace facilities, but upon request will provide a conference room for meetings with the Department, consultant, contractor, and other appropriate agencies, if needed.

The County reserves the right to perform any portion of the scope of work by County personnel or other consultants should the County determine, it would be in the best interest of the County to do so.

The County will provide to the consultant for their use access to any existing reference materials or survey data currently available within County files that are necessary to accomplish the project. The County will provide a boilerplate for contract bid documents, which the consultant shall be required to follow.

V. PROPOSAL CONTENT, FORMAT, AND INFORMATION

Proposals should be typed, organized and concise, yet comprehensive.

1. General Requirements

- a. Provide a cover letter.
- b. State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame; include a basic summary; and demonstrate an understanding of the services being requested. Provide a statement that the offer is valid for at least a ninety (90) day period.
- c. Provide the name(s) of the primary and/or alternate individuals authorized to respond to the RFP(s). Include titles, addresses, e-mail if available, and phone number.
- d. The Consultant represents himself as a qualified professional. Therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule, and additional content of projects. The County will consider comments and recommendations; however, it is not required to select any of the recommendations or comments.
- e. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- f. If any subcontractors are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subcontractor. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

2. Table of Contents

- a. Include a table of contents with identification of material by section and page number.

3. Summary of Qualifications and Experience

- a. State whether the firm is local, regional, national or international.
- b. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
- c. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
- d. Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.

- e. Summarize specific experiences and qualifications for similar and related projects, both federally funded and locally funded. Describe the services previously performed such as studies, reports, etc. List at least three (3) references with telephone numbers and email contact addresses (if available).

4. Analysis of Effort/Methodology

- a. Describe the approach for how the work will be performed to address Scope of Work. The proposal shall indicate any specific techniques or methodology to be utilized to keep costs within budget and schedule under control.
- b. The proposal shall include a sample project timeline with specific tasks envisioned for this project, including staffing.
- c. Indicate what participation, data and products will be requested from the county.
- d. Indicate deliverables to be provided and when.

5. Cost/Fees and Invoicing

All cost / fees proposed must accompany the proposal within a separate sealed envelope.

- a. Costs should be organized for full-time hourly rates. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to, office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. Also, detail what hourly rates for overtime will be used.
- b. Submit an itemized hourly fee schedule for additional services beyond the scope of work.
- c. Invoicing will be submitted to the County on a per task completed basis. Milestone payments will be observed, and it will be the responsibility of the selected consultant to propose the completed task milestone payment schedule. The schedule submitted will be a recommendation to the County. The County will then evaluate and discuss with the consultant if any modifications are required.

+ All costs/fees proposed must accompany the proposal within a separate sealed envelope clearly labeled with the name of the firm submitting and the title of the RFP.

VI. PROPOSAL EVALUATION

Sample evaluation criteria for proposals are attached for your information as Exhibit D.

The County will utilize a one-step selection process. The County reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified.

The proposals shall be evaluated by a selection committee, who will determine if proposal objectives are met, and whose evaluation may include interviews of the top five (5) ranked firms submitting qualifying packages. Once the proposals are reviewed and the qualifications considered, recommendations will then be submitted to the County Board of Supervisors for final selection.

The County reserves the right to select any consultant who is determined qualified and may not correlate to an originally ranked consultant. The County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

(Rating points range from 0 to 5 with 0 being unsatisfactory and 5 being excellent. Rating point is then multiplied by the weight factor to obtain weighted rating)

*Note: Positive previous experience and no previous experience will constitute a score of zero (0). Negative experience points will be deducted from the overall score.

VII. PROPOSAL SUBMITTAL:

One (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive of the proposal must be received in person or by mail to Imperial County Department of Public Works no later than Thursday February 22, 2024 date by 3:00 P.M. close of business Proposal must be clearly titled:

REQUEST FOR PROPOSAL: ARCHITECTURAL FEASIBILITY STUDY AND CONCEPTUAL DESIGN SERVICES

County Project No. SR7111HTH.
County of Imperial Public Health Department Multi-Program Central Relocation
Located at 450 West Aten Rd, Imperial, CA 92251

Proposals are to be delivered in a sealed envelope and addressed to:

Alejandra Angulo, Administrative Analyst I
Imperial County Department of Public Works
155 S. 11th Street
El Centro, California 92243

All cost / fees proposed must accompany the proposal within a separate sealed envelope.

Note: Late proposals will not be considered.

VII. CONSULTING AGREEMENT AND INSURANCE REQUIREMENTS:

A sample agreement is attached for review as Exhibit E

Prior to the start of work, the selected consultant will be required to execute an Agreement for Services with the County. The consulting firm must review the attached sample consulting

agreement and minimum insurance amounts. No modification requests to material terms of agreement will be made. The agreement shall not be in force until contracting is approved by the Imperial County Board of Supervisors and after written authorization to proceed has been provided.

Prior to submittal, for board approval of the agreement with the County, the successful firm must provide evidence of insurance coverage as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract and insurance exhibit are based on projected county estimates. Insurance amounts may be adjusted once the final cost and fees proposal is reviewed.

Any contract resulting from this RFP will be financed with funds available to the County and/or other available funding.

IX. CLOSING ITEMS

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the RFP due date. An oral explanation or instructions shall not be considered binding on behalf of the County.

Prior to award of contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Any modifications to this solicitation will be issued by the County as a written addendum and posted to the Imperial County Department of Public Works website.

The County will not consider proposals received after the specified date and time. An amendment is considered as a new proposal and will not be accepted after the specified date and time.

This RFP does not commit the County of Imperial to award a contract or pay any costs associated with the preparation of a proposal. The County reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the County.

X. RFP QUESTIONS, CONTACT PERSON, AND SCHEDULE

Questions concerning this RFP will be responded to collectively, and made available for interested consultants via the ICDPW

[website](http://www.co.imperial.ca.us/publicwork/index.asp) <http://www.co.imperial.ca.us/publicwork/index.asp> under “Projects out to Bid as an addendum. All inquiries must be submitted in writing no later than the close of business on Thursday February 22, 2024, by 3:00pm to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact Person: Alejandra Angulo – Administrative Analyst I
alejandraangulo@co.imperial.ca.us (for proposal questions)

EXHIBIT A – VICINITY MAP



RFP ARCHITECTURAL FEASIBILITY STUDY AND CONCEPTUAL DESIGN SERVICES

Services

County of Imperial Public Health Department Multi-Program Central Relocation
Located at 450 West Aten Rd, Imperial, Ca 92251

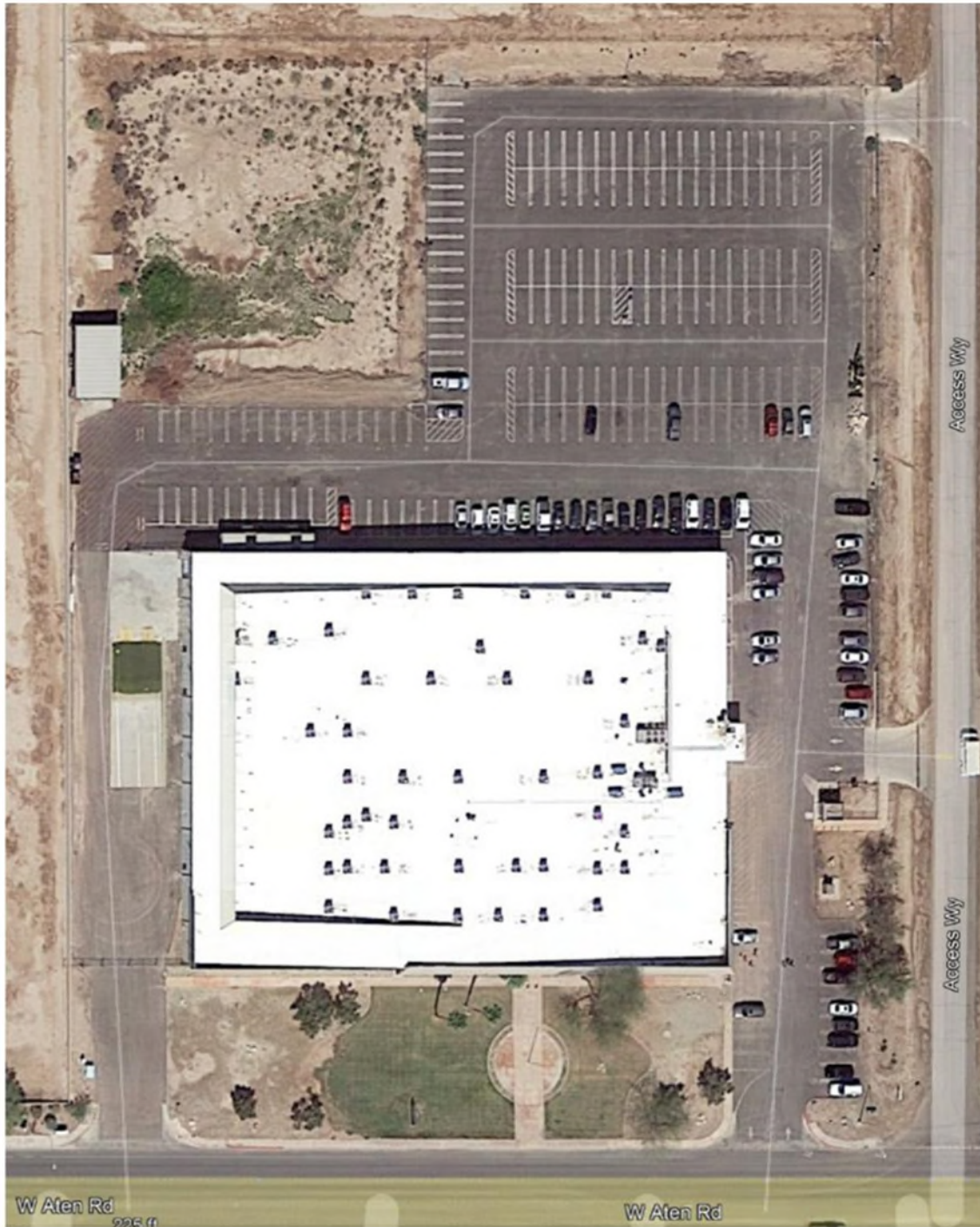
County Project No: SR7111HTH



COUNTY OF IMPERIAL PUBLIC HEALTH DEPARTMENT MULTI-PROGRAM CENTRAL RELOCATION
LOCATED AT 450 WEST ATEN RD, IMPERIAL, CA 92251

County Project Number: SR7111HTH

EXHIBIT B – LOCATION MAP



RFP Architectural Services
County of Imperial Public Health Department Multi-Program Central Relocation
Located at 450 West Aten Rd, Imperial, Ca 92251



County Project No: SR7111HTH



**EXHIBIT C – ANTICIPATED DEPARTMENTS NEEDS SUMMARY
(SEE NEXT PAGE)**

IMPERIAL COUNTY PUBLIC HEALTH DEPARTMENT OVERVIEW

The Public Health Department has an administration section and the following four divisions: Community Health, Environmental Health, Health and Support Services, and Strategic Planning, Analysis, and Communications. What follows is a summary of anticipated needs with estimated square footage, as well as a brief description of all sections and programs within the each of the Divisions of the Public Health Department.

Anticipated Needs - SUMMARY	Estimated Square Feet	%
Office Space (Workstations, interview rooms, etc.) o Number and type of office is included under each Division.	25,000	38.5%
General Common Areas (Restrooms, Mailroom, Copiers)	2,000	3.1%
Health Clinic Area (vaccination rooms, health clinic, waiting rooms, vitals, etc.)	5,000	7.7%
Public Computer Stations	200	0.3%
Payment Service Stations	200	0.3%
General Supply Storage Area	1,400	2.2%
General Records Storage Area	500	0.8%
Climate-control Storage Area	1,000	1.5%
Equipment Storage Area (Inspection, land use, monitoring, etc.)	1,000	1.5%
Workshop area (Small engine repair, equipment calibration, tool storage, eyewash, freezer, etc.)	2,000	3.1%
Warehouse with loading/unloading dock (Mobile Unit(s), off-road vehicle, trailer, emergency medical services supplies, etc.)	7,000	10.8%
Training Center(s) (1-2)	8,000	12.3%
Shared Conference Rooms (3-4)	2,000	3.1%
Public Health Laboratory	2,500	3.8%
Environmental Health Laboratory	1,000	1.5%
Immunization Storage Room (3-4 freezers/2-3 refrigerators, vaccination supply, etc.) 220 outlet capacity.	900	1.4%
Environmental Health Refrigeration Area	200	0.3%
Kitchen for Program Use (Environmental Health Certified) include 3 compartment sink, handwash station, freezer refrigerator, storage (general & cold storage)	500	0.8%
Kitchen for Staff Use	900	1.4%
Break Room(s)	1,200	1.8%
Lobby(ies)	1,000	1.5%
Front Reception	1,000	1.5%
IT Server Room	500	0.8%
	65,000	100.0%

Anticipated External Needs

- Back-up generator (required)
- Employee Parking (~170 spaces)
- County Vehicle Parking (~30)
- Public Parking (~40)
- Mobile Unit covered (or indoor parking, in the warehouse)
- Loading/Unloading Dock Area
- Back-up Generator Area
- Fencing

Overall total Staff: ~171 (161 budgeted FTE's & 10 Volunteers/interns/fellows)

ADMINISTRATION AREA

Personnel: 4 on board (Director, Health Officer, 2 Office Techs)

2 Supervisor offices

2 non-supervisor workstations/cubicles

COMMUNITY HEALTH DIVISION

Personnel: 43 on board, 15 pending to be hired, 2 for future expansion

15 Supervisor Offices

45 non-supervisor workstations/cubicles

Section: Emergency Medical Services (EMS) Agency/Disaster

Preparedness Special facility needs:

- Warehouse area with loading/unloading dock: mobile clinic storage, emergency medical supply storage. Access of pallet deliveries
 - Temperature-controlled storage space with wide doors to allow delivery of and movement of pallets
 - General program storage - Space for 3 bookshelf's and 6 large storage cabinets
 - Covered or indoor storage for mobile clinic
 - 1 confidential office access
- **Local EMS Agency (LEMSA):** LEMSA staff plans, implements, and evaluates the EMS system in Imperial County. The Agency oversees the delivery of EMS throughout Imperial County and aligns its work with various programs including the Hospital Preparedness, Public Health Emergency Preparedness, and Child Passenger Safety Programs. The LEMSA works with private and public partners including, but not limited to, hospitals, fire and ambulance providers, law enforcement agencies, and healthcare providers to provide an integrated and coordinated approach to patient services. Essential functions performed by local EMS agencies include: serving as an advocate for patients; planning, implementing, evaluating, and continually improving local EMS systems including prehospital services and relevant hospital services such as trauma and pediatrics;

collaborating with other health officials to ensure a unified, coordinated approach in the delivery of health care; carrying out regulations relative to EMS systems (the State EMSA promulgates regulations but LEMSAs carry out those regulations); certifying, accrediting, and authorizing EMS field personnel; authorizing and approving local EMS training programs; developing/approving medical treatment protocols and policies for local EMS service providers (EMTs, paramedics, dispatchers); establishing and maintaining local EMS communication systems; in collaboration with public health, developing local medical and health disaster plans and coordinating medical and health response to disasters (natural and man-made); designating trauma centers and other specialty care centers; determining ambulance patient destinations based upon hospital resources; establishing policies for emergency department diversion and implementing mitigation strategies where diversion is excessive; coordinating activities and communications between various agencies that provide EMS system services so that care appears seamless to the patient (e.g., emergency medical dispatch, first responders, ground and air ambulance, receiving hospitals, trauma centers); coordinating community education programs regarding injury prevention, cardiopulmonary resuscitation, public access defibrillation, etc.; collecting, analyzing, and reporting on EMS data and providing that data to the state EMSA electronically for statewide system evaluation; establishing exclusive operating areas for emergency ambulance service as appropriate, and then contracting for those services; providing oversight for EMS quality improvement and quality assurance activities; providing technical assistance to the state EMSA; mediating conflicts between various EMS stakeholders (e.g., ambulance, fire, hospitals, physicians); resolving consumer complaints; providing information to public officials; and advocating for sufficient and stable funding for emergency medical services.

- **Hospital Preparedness Program (HPP):** HPP staff works in coordination with PHEP & Pan Flu Program personnel to strengthen and enhance the capabilities of the public health and medical system and effectively respond to evolving threats and other emergencies within Imperial County, working closely with and providing technical support to our local hospitals. Funding is provided to continue to advance progress in meeting goals of the Healthcare Preparedness and Response Capabilities developed by the national Administration for Strategic Preparedness and Response. The capabilities include the following: foundation for health care and medical readiness; healthcare and medical response coordination; continuity of health care service delivery; and medical surge. Additionally, HPP staff supports the development and activities of the local Interagency Health Emergency Local Preparedness Healthcare Coalition, a standing subcommittee of the Imperial County Disaster Council who coordinates healthcare preparedness activities for Imperial County.
- **Public Health Emergency Preparedness (PHEP) Program:** PHEP staff spearheads work intended to prevent and mitigate public health consequences of natural or intentional

emergencies in Imperial County through threat assessments, planning, improved operational readiness, and timely responses. This program allows the Public Health Department to build and strengthen our abilities to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and other events. All preparedness activities target the development of plans that are flexible and adaptable. Specific activities include but are not limited to jurisdictional risk assessment and full-scale exercises or events.

- **Child Passenger Safety Program/Injury Prevention Program:** The Child Passenger Safety Program strives to increase child safety seat compliance and reduce the incidence of traffic-related injuries and deaths among children in Imperial County. The Program is funded through the California Department of Public Health, Vehicle Occupant Safety Program (VOSP) from vehicle code violations. Up to eighty-five percent of the funds generated through fines from local violations are earmarked for administration and implementation of community education efforts, and to assist economically disadvantaged families in obtaining a restraint system (car seats).

Section: Health Promotion

Special facility needs:

- Certified kitchen for program use
- General supply storage- 19 large storage cabinets
- **CalFresh Healthy Living (CFHL) Program:** The CFHL Program is a comprehensive and integrated nutrition program for low-income individuals who are eligible for the Supplemental Nutrition Assistance Program Education. Through this Program, staff implement healthy eating, physical activity, and food security-related interventions in school and community settings. These activities include but are not limited to nutrition and physical activity education sessions for children and adults, training for school and food resource center staff, and technical assistance for the implementation of healthy eating and active living policy, system, and/or environmental changes at schools and food pantry sites.
- **Tobacco Education Program (TEP):** TEP objectives focus on the adoption of policies that eliminate smoking in all outdoor recreational and non-recreational public places without designated smoking areas or distances; a comprehensive tobacco retail licensing policy that requires tobacco retailers to obtain a license to sell tobacco products; and a policy that eliminates smoking within multi-unit housing units. Additionally, the Program serves as a backbone to the Coalition for a Tobacco-Free Imperial County Coalition. The work of the Coalition is focused on eliminating tobacco advertising aimed at youth and

high-risk groups, reducing youth access to tobacco products, and decreasing exposure to environmental tobacco smoke.

- **Crisis Communication Unit (CCU):** CCU staff develops and distributes accurate and appropriate COVID-19 information and materials through multiple channels and outreach activities. These channels include but are not limited to various media and social media platforms, as well as community events.
- **Epidemiology and Laboratory Capacity (ELC) Administration:** The ELC Enhancing Detection Program implements COVID-19 related efforts within our communities. Staff focus on the delivery of activities tied to the following strategies: enhancing laboratory, surveillance, informatics, and other workforce capacity; strengthening laboratory testing; advancing electronic data exchange at public health laboratories; improving surveillance and reporting of electronic health data; using laboratory data to enhance investigation, response, and prevention; and coordinating and engaging with partners.

Section: Communicable Disease Control & Prevention

Specific Facility Needs:

- 1 Interview room for epidemiology case investigations
 - 2 interview rooms w/ panic button (counseling & testing) along with waiting area for 3-4 people
 - 1 interview room for tuberculosis program w/ HIPPA filter certified and waiting room w/ HIPPA filter certified for 6-10 people
 - 1 negative pressure room
 - Separate entrance/exit for TB clients
 - General supply storage – 28 large storage cabinets
 - Confidential access offices (5)
-
- **Infectious Disease Prevention - Immunization Program:** The Immunization Program provides a set of services to Imperial County to ensure equitable protection against vaccine-preventable diseases. Such services include administration of recommended immunizations, increasing access to immunization, education and information, record keeping, and reporting to state immunization information systems. The Immunization Program oversees the coordination and implementation of the Vaccines for Children (VFC) Program making child vaccines available for those that are uninsured or low income and the Vaccines for Adults Program making vaccine accessible for uninsured and underinsured adults at low cost. The Program works in coordination with schools to ensure children receive required vaccination prior to attending school and to educate school staff on school requirements. Additionally, the Immunization Program works in coordination with local medical providers to provide immunization-related trainings and coordinates the redistribution of vaccines, such as COVID-19, Influenza, and mpox vaccine.

- **Infectious Disease Prevention – Human Immunodeficiency Virus (HIV) Counseling and Testing Program:** The HIV Counseling and Testing Program staff provides access to HIV counseling and testing services to Imperial County residents.
- **Infectious Disease Prevention – Housing Opportunities for People with AIDS (HOPWA) Program:** The HOPWA Program provides housing assistance and supportive services designed to reduce or prevent homelessness for persons living with human immunodeficiency virus (HIV) and/or acquired immunodeficiency syndrome (AIDS). Services include case management, short-term emergency rent, utilities and mortgage assistance, facility-based housing, permanent housing placement, transportation, and nutrition/meals services.
- **Tuberculosis (TB) Control Program:** The TB Control Program delivers services meant to prevent the transmission of tuberculosis in Imperial County through early detection of active disease and ensuring treatment of cases and evaluation of their contacts. Program staff provides case management services to active TB patients until the completion of treatment and works with TB contacts to evaluate and test contacts to an active TB case. Staff work with local and binational partners to address the needs of patients and potential contacts.
- **Epidemiology:** The Epidemiology Program works with healthcare providers on the identification and reporting of communicable disease and conditions. The focus of the work is on disease reporting, identification of disease trends, case investigation and contact tracing, investigation of outbreaks, and monitoring the health status of the community. As part of the work, public health bulletins, health alerts, and other health-related information are developed and shared with healthcare providers. Additionally, staff provides education and technical assistance to schools and employers to help manage COVID-19 reporting and outbreaks.
- **Binational Infectious Disease Surveillance (BIDS) Program:** BIDS Program staff work on strategies that support enhanced border surveillance and control of infectious diseases. Staff work closely with partners in Mexicali, Mexico to improve the detection, reporting and prevention of infectious disease of binational significance through surveillance project activities such as the binational Severe Acute Respiratory Infection (SARI) Surveillance and binational TB Contact Investigation Surveillance Projects.

ENVIRONMENTAL HEALTH DIVISION

Personnel: 26 on board, 7 in future growth (*Plus Future: 5 additional staff if Animal Control staff*

(ACOs and Supervisor) move into building)

6 Supervisor Offices (plus 1 future – Animal Control)

27 non-supervisor workstations/cubicles (plus 4 future - Animal Control)

Specific facility needs:

- Lobby/public reception area
- 1 Conference room
- 2 Breakout meeting rooms
- 2-3 Computer stations for public/businesses access
- 2 Cash register/payment service stations
- Document/billing processing area
- Copier area
- Office supply storage room
- File storage room/area

Section: Consumer Protection

Specific facility needs:

- Laboratory - water testing and HAB analysis
 - Refrigeration for impounded food items and evidence collection
 - Plan review storage room/area (**can be integrated into larger file storage room*)
 - Inspection and monitoring equipment storage area
-
- **Retail Food Program:** Environmental Health staff are responsible for conducting routine inspections and compliant investigations of food facilities including restaurants, markets, schools, mobile food units, vending machines, produce stands, swap meet prepackaged food stands, temporary food facilities, satellite food distribution facilities, stationary mobile food preparation units, mobile support units, mobile food preparation units, microenterprise home kitchen operations, cottage food operations, micro-markets, host facilities, and cannabis dispensaries containing retail food. The primary goal of the Retail Food Program is to ensure that food is safe to eat and that consumers can feel confident when they eat at a food facility.
 - **Recreational Health Program:** The Recreational Health Program is responsible for conducting routine inspections and complaint investigations of public swimming pools in Imperial County to ensure that they remain free of safety hazards and communicable diseases. Public pools include swimming pools, spa pools, and wading pools at schools, community pools, mobile home parks, commercial sites, health clubs, resorts, apartments, condominiums, theme parks, motels, and hotels.
 - **Body Art Program:** The Body Art Program conducts routine inspections and complaint investigations of Body Art facilities and practitioners performing tattoos, permanent cosmetics, body piercing and branding in Imperial County. The program is also responsible for inspecting temporary body art events and mobile body art operations in Imperial County.

- **Dairy Program:** The California Department of Food and Agriculture, Milk and Dairy Food Safety Branch authorized Environmental Health to administer the Approved Milk Inspection Service (AMIS) Program. Responsibility for inspection and quality control for dairy farm sanitation is delegated by the State Department of Food and Agriculture. The program works with dairy farms producing market and manufacturers in Imperial County to routinely inspect and grade them every six months. Raw milk samples are routinely collected and tested with regulatory guidance provided to local dairy producers.
- **Detention Facilities:** Environmental Health Detention Facilities Program is responsible for conducting annual facility inspections at Imperial County jails. Inspections conducted cover the general sanitation and food handling practices in the kitchen facilities and the general building and sleeping accommodation conditions of the facility.
- **Salton Sea - New River Recreational Waterways Program:** The Salton Sea-New River Recreational Waterways Program performs water quality monitoring and testing of New River and Imperial County lakes to ensure compliance with local, state, and federal laws and international minutes. Program staff, in coordination with state, regional, and local partners, monitor for harmful algal blooms in Salton Sea and recreational bodies of water and take appropriate action to protect public health.
- **Plan Checks:** The Plans Check section is responsible for conducting plan reviews to ensure that all retail food facilities and recreational health facilities meet minimum health and safety standards while ensuring the functionality, flow, and ease of use for consumers and operators alike. This is achieved through the review of plans for proposed new construction, remodel projects, and equipment changes. Site inspections are also conducted by the unit as a part of the plan check process to verify compliance with the drawn plans.

Section: Environmental Health Services

Specific facility needs:

- Plan review and document storage room/area (**can be integrated into larger file storage room*)
- Land use and monitoring equipment storage area
- **Solid Waste Program:** The Local Enforcement Agency (LEA) is responsible for protecting the public's health and safety and the environment by ensuring the implementation of safe and proper solid waste management practices. State law (Public Resources Code) requires every local jurisdiction to designate a solid waste LEA, which is certified by the California Department of Resources Recycling and Recovery (Cal Recycle), to enforce federal and state laws and regulations for safe and proper handling of solid waste within

the jurisdiction of the County of Imperial. Responsibilities of the LEA include accepting and processing all new and revised solid waste facility permits, issuing permits, and conducting regular inspections of permitted facilities. Along with inspecting solid waste landfills, the LEA conducts inspections on transfer/processing facilities and operations, construction and demolition sites, and composting operations. The LEA also inspects, and monitors closed, illegal, inactive, and abandoned solid waste disposal sites, responds to complaints of illegal disposal of solid waste and conducts waste hauler inspections. The LEA also administers the Local Government Waste Tire Enforcement Grant Program. The purpose of the grant is to ensure waste tire generators and end use facilities are properly tracking and disposing all waste tire from cradle to grave.

- **Small Public Wastewater Systems:** The State Water Resources Control Board has delegated the Imperial County Public Health Department, Environmental Health Division, as the Local Primacy Agency (LPA). The LPA is responsible for enforcement of the California Safe Drinking Water Act, which includes the enforcement of state laws and regulations pertaining to the permitting, operation, maintenance, and monitoring of small public water systems with less than 200 service connections within Imperial County. The goal of the LPA program is to ensure that the water delivered by public water systems shall always be pure, wholesome, and potable. This is accomplished through the permitting, monitoring, and inspection of small public water systems within the LPA program. There are three classifications of public water systems: community water systems, transient water systems, and non-transient non-community water systems. The extent and frequency of water quality monitoring required depends, among other things, upon its classification, location, and source of supply (groundwater or surface water).
- **Point of Entry (POE) Pilot Project:** The POE Pilot Project is a collaborative effort between Imperial Irrigation District (IID) and Imperial County Public Health Department, Environmental Health Division. The POE Pilot Project is committed to advancing the access to safe water for Imperial County residents by improving water from harmful bacteria and contaminants. A POE system provides filtration and disinfection to all plumbed water entering a home. Residents enrolled in IID's Water Delivery Assistance Program who rely on untreated water are eligible to receive a POE system installed and maintained at no cost during the pilot project.
- **Land Use Program:** The Land Use Program protects the environment and public's health through a review process of proposed land uses in Imperial County. The process consists of the review of On-Site Wastewater Treatment System (OWTS - Septic System) design plans and inspects the construction of OWTSs to prevent threats to public health. Program staff investigates complaints of improperly functioning OWTSs and unauthorized discharges of sewage and gray water. Program staff also review applications for building permits on lots served by OWTSs, and environmental reviews of

residential, commercial, and industrial projects to ensure appropriate protective measures are in place for the public and the environment.

Section: Hazardous Materials Management

Specific facility needs:

- Plan review and document storage room/area (**can be integrated into larger file storage room*)
- Inspection and monitoring equipment storage area
- **Participating Agency:** Environmental Health staff are responsible for the Aboveground Petroleum Storage Act (APSA) Program, which requires tank facilities storing greater than 1,320 gallons of petroleum and facilities with Tanks in an Underground Area (TIUGA) that store any amount of petroleum, to develop and implement the Spill Prevention Control and Countermeasures (SPCC) Plan requirements in accordance with state and federal regulations. A tank facility is any tank or tanks that are aboveground, including connected piping, that contain petroleum and are used by an owner or operator at a single location or site. Imperial County PA will assume administration of the Underground Storage Tank (UST) program element effective July 1, 2023.

Section: Vector Control

Specific facility needs:

- Workshop and storage area (climate controlled)- small engine repair, equipment calibration, tool storage, etc.
- Off road vehicle and trailer storage
- Chemical storage area (fuels, solvents, adulticide, larvicide, biologicals, etc.)
- Eye wash station
- Dry ice storage area
- Subzero freezer storage area
- Uniform storage area
- **Vector Control Program:** The Vector Control Program responds to calls from the public related to mosquito and feral bee activities. In addition, the Vector Control Program actively conducts mosquito surveillance activities for emerging vector-borne diseases throughout Imperial County. Program staff perform bee swarm abatement and mosquito larvaciding and adulticiding activities.

Section: Animal Care & Control

- **Animal Care & Control Program:** This Program services the unincorporated areas of Imperial County. In addition to patrolling streets, it patrols back roads for lost, injured, and abandoned animals, program animal control officers also conduct humane investigations when animal cruelty is suspected and when necessary, conduct dangerous

and potentially dangerous animal hearings. The animal shelter offers a wide variety of potential pets for adoption. Most of the animals are either strays or pets turned in by owners who are no longer able to keep them. For newly adopted animals, the program provides a low-cost spaying/neutering service and veterinary checkup.

HEALTH AND SUPPORT SERVICES DIVISION

Personnel: 45 on board, 4 pending to be hired

12 Supervisor Offices

48 non-supervisor workstations/cubicles

Section: Maternal, Child, and Adolescent Health (MCAH)

Specific facility needs: General Storage Area, medical records storage area for CCS

- **MCAH Program:** The MCAH Program works to improve the health and well-being of women, infants, children, and adolescents throughout Imperial County. Program staff provides referrals and an array of resources and services to support the physical, emotional, mental, and social health of individuals. MCAH Program staff works in coordination with an array of partners to improve care coordination for children with special health care needs.
- **Local Oral Health Program (LOHP):** The LOHP works towards improving the oral health of all Imperial County residents through prevention, education, and organized community efforts. LOHP staff works in collaboration with Imperial County schools to coordinate mobile dental health clinics at schools. Services provided at mobile health clinics include oral health screenings, referrals, and dental treatments such as cavity repairs and extractions. LOHP program also works in coordination with city council to create awareness about the benefits of adding fluoride to city water.
- **California Children Services (CCS) Program:** The California Children Services (CCS) is a statewide program that provides funding for treatment of children with certain physical limitations and chronic health conditions or diseases. CCS also authorizes and pays for specific medical services and equipment provided by CCS approved specialists. Medi-Cal is required to refer all CCS-eligible clients to the Program for case management services and authorization for treatment. The Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered to public schools. Imperial County is a Dependent County and depends on Los Angeles to assist with authorizing services. The Children's Medical Services (CMS) Branch provides medical eligibility determination through its regional offices located in Sacramento and Los Angeles also known as Integrated Systems of Care Division (ISCD). As a Dependent County, CCS program staff interacts directly with families to make decisions on financial and residential eligibility and perform annual program eligibility.

Section: Public Health Nursing

Specific facility needs: 4-6 vaccination/clinic room(s), 1-2 waiting rooms, medical record storageArea, general storage area

- **Childhood Lead Poisoning Prevention (CLPP) Program:** The CLPP Program coordinates lead-related activities of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch (CLPPB) to new sources of lead exposure and barriers in the continuum of care and prevention, and helps develop creative strategies towards realizing a healthy, lead-safe environment in which all the children can achieve their full potential. The program also provides lead case management and health education via health fairs and presentations to pediatrician and childcare centers in Imperial County.
- **Child Health and Disability Prevention Program:** The Child Health and Disability Prevention (CHDP) is a preventive program that delivers periodic health assessments and services to low-income children and youth in California. CHDP provides care coordination to assist families with medical appointment scheduling, transportation, and access to diagnostic and treatment services. Health assessments are provided by enrolled private physicians, community clinics, managed care plans, and some local school districts. The State of California will be sunsetting CHDP program in June of 2024 and will be transitioning CalAIM Population Health Management Program (PHM) ensure Medi-Cal members have access to a comprehensive program.
- **Health Care Program for Children in Foster Care (HCPCFC):** The Health Care Program for Children in Foster Care (HCPCFC) is a public health nursing program that provides public health nurse expertise in meeting the medical, dental, mental, and developmental needs of children and youth in foster care. The Program works in coordination with county child welfare service agencies and probation departments to better serve children and families.
- **Occupational Health Clinic and Health Services Program:** Occupational Health Clinic staff conduct pre-placement, return to work and safety physical examinations for contracted agencies. Additional services include occupational vaccines, tuberculosis (TB) risk assessments, TB work clearances, travel consultations, and immigration and sport physicals.
- **Immunization Clinic:** Immunizations Clinic staff provides immunization services, including administration of routine children's vaccinations, adult routine vaccinations, travel vaccinations, and flu and COVID-19 vaccinations to eligible individuals. This sector also works in coordination with the Infectious Disease Prevention Program to conduct mobile COVID-19 and flu vaccine clinics in Imperial County.

- **Skilled Nursing Facility Program:** The Skilled Nursing Facility Program provides resources to local skilled nursing facilities (SNFs), assisted living, congregate settings, and adult day care to prevent and mitigate COVID-19 related illness. The Program operates in conjunction with California Department of Public Health (CDPH) and Health-Associated Infection (HAI) Program to provide up to date information on isolation and quarantine orders, testing and management reporting, personal protective equipment (PPE), and promoting vaccination. Program staff assists with on-site and virtual facility visits and provides recommendations to establish processes for identification and managing residents with suspected or confirmed COVID-19 infection.

Section: Fiscal

Specific facility needs: General storage area, records storage area

- **Fiscal:** The Fiscal section of the Department supports the monetary operation functions by performing accounts payable consisting of checking requisition of supplies for completeness, placing supply orders, receiving, and delivering supply orders to program supervisors, coordinators, or managers and paying invoices. The Fiscal section oversees the billing of Public Health Services such as occupational health physicals, TB work clearances, immunizations, TB dots, and laboratory services. The Fiscal section also ensures grant invoicing and allocations are performed accurately by working closely with department supervisors and managers on the monitoring and tracking of allowable expenses. Fiscal's payroll functions include providing staff with the necessary employee schedule documentation to enter data into Kronos software and assisting staff with concerns regarding their payroll checks. Additionally, the Fiscal section responds to annual state program audits and county single audits and prepares the Department's annual financial budget, budget amendment resolutions, indirect cost rate report and federal financial report.

Section: Health Information Management

Specific facility needs: General storage area

- **Vitals Program:** The Vitals Program is responsible for the registration and distribution of certified copies of birth, death, fetal death, and amendments of vital records for Imperial County. Vitals Program staff works directly with hospitals and funeral establishments to ensure timeliness of birth/death registration.
- **Medical Marijuana Program:** The Medical Marijuana Program facilitates the registration of qualified patients and their caregivers in Imperial County through a statewide identification system. Qualified patients may apply for and be issued an identified card through this Program. The cards issued can be used to verify that a patient and/or caregiver has the authorization to possess, grow, transport and/or use medical marijuana in California.

- Front Reception:** The Department’s Front Reception is the main point of contact for all clients receiving services at Imperial County Public Health Department (ICPHD). The Front Reception is responsible for registering clients and collecting necessary service fees from clients seeking services. Services include but are not limited to, clinical, lab, tuberculosis, vital, medical marijuana identification card, emergency medical services certification, and immunization services. This section also receives telephone calls made to the main line and redirects calls as needed. The Front Reception keeps and reconciles daily payments at the end of each day.
- Public Health Information Management System, Maintenance of Medical and Non-Medical Records, Release of Medical Records:** The Public Health Information Management System (PHIMS) is an integrated patient centric information management system that facilitates the Department’s public health information management system (PHIMS). The system is utilized for clinic services, tuberculosis control, lab, and daily deposit management. PHIMS is based on the Microsoft.NET framework and provides access to critical health information from any location via a standard, platform independent web browser interface. All non-electronic patient care records, fiscal records, and case management records are stored at a secure off-site location. All medical record information requests require a written and signed request from parents, legal guardians, emancipated minors, or adult patients.
- Information Technical Services:** The Informational Technical Services completes and maintains the Departments equipment inventory which includes laptops, desktops, monitors and printers. All supporting documents are also maintained with the inventory.

Section: The Imperial County Public Health Laboratory (ICPHL).

Specific facility needs: Laboratory (existing BSL 2, upgrade to BSL 3)

Some of the Equipment in the Lab	Purpose
MiSeq	Next generation/whole genome sequencing
2-3 Thermocyclers	Amplification of target sequences
EP Motion	Liquid handling
KingFisher Apex	Liquid handling for wastewater testing
KingFisher extraction platform	Wastewater testing
ABI Quant Studio DX	Amplified target detection

Temperature dependent Microcentrifuge	Mosquito testing
Beadmill	Mosquito testing
2 clean Air sample handling chambers	Reagent preparation
Bruker Matrix-Assisted Laser Desorption Ionization Time-Of-Flight (MALDI-TOF) instrument	Agent identification, such as Candida auris, Mycobacteria other than M.tb, Carbapenemase producing organisms
16 module GeneXpert	CARBA-R testing (Carbapenemase screening)
2 Chemical handling chambers	Chemical preparation of samples and reagents
4 biosafety cabinets	Infectious agent work

- ICPHL:** The ICPHL works in conjunction with public health clinics, local hospitals and healthcare providers, and the Department’s Epidemiology Program and Environmental Health Division to support on-going surveillance, prevention, education and treatment in Imperial County. Tests specimens submitted for detection of agents of infectious disease include Mycobacterium tuberculosis and other Mycobacteria, respiratory viruses including SARS-CoV-2 (COVID) Influenza, and RSV, enteric diseases such as Salmonella and typhoid testing, sexually transmitted disease testing, rabies testing, and microbiological water testing for local municipal and small water systems. ICPHL is the only certified water testing facility in Imperial County and serves municipal and small water agencies. ICPHL also maintains the capability to act as an advisory capacity should a CDC select agent be identified in the clinical laboratories. ICPHL subscribes to numerous proficiency programs each year, including challenges with agents possibly associated with acts of bioterrorism. ICPHL maintains select agent registration with the CDC. The ICPHL also maintains licenses and certifications issued by the Laboratory Field Services Division and the Environmental Services Division of the California Department of Public Health, the Centers for Medicare and Medicaid Services, and the EPA. With the end of the COVID pandemic, it is anticipated the number of procedures will decrease somewhat, but the breadth of testing capacity and capability will likely increase as new technologies emerge.

STRATEGIC PLANNING, ANALYSIS, AND COMMUNICATIONS DIVISION

Personnel: 21 on board, 1 pending to be hired, 5 future growth

8 Supervisor Offices

19 Non-supervisor workstations/cubicles

Section: Information Communications and Technology

Specific facility needs: general storage, locked storage for media equipment.

- **Information Communications and Technology:** Information Communication and Technology staff assist Department programs with the flow of information and communications technology. Staff provide support for Department-wide communications and digital workspace applications, including maintenance, shutdowns, and platform/technology implementations. ICT also provides digital transformation services based on user and unit needs and develops and maintains data visualization systems for the Department and for public-facing platforms, such as the website. The Information Technology and Communications also identifies and defines opportunities related to technology that enhances the operations of the Department. Program staff engage in planning, procurement, service delivery, maintenance, and training efforts that support the technology functions and infrastructure of the Department. Staff focus on computer systems, systems analysis and implementation, data infrastructure, data management, information security, software and applications, automation of operations, technical support, etc.
- **Communications:** The Communications area focuses on operations to promote and create awareness and understanding of Public Health Department functions. This area is responsible for overseeing and providing guidance on communication policies, programs, and activities of the Department. This entails developing communication work plans, formulating and launching communication strategies related to public health priority issues, working with Department Public Health Information Officers, and assisting with the launch of health-related campaigns. Staff in this area also work with internal and external partners on communication efforts which are delivered through radio, television, print, internet, social media platforms, and other mechanisms. The Communications section is responsible for the design and management of the Department's internet and intranet websites, ensures timely and accurate information is posted and accessible to our community; oversees analysis and evaluation activities; and generates and reviews communication data for internal and external reporting.

Section: Policy, Planning and Performance

Specific facility needs: general storage.

- **Workforce Development/Special Projects:** The Workforce Development/Administrative Special Projects are aligned with the Department's strategic plan and are linked to a workforce development plan. Specific activities include, but are not limited to policy development and implementation, training coordination, onboarding processes, and other workforce development activities.
- **Workforce Development- COVID-19 Program:** The Program aims to establish, expand, and sustain a public health workforce to prevent, prepare, and respond to COVID-19 needs. This includes mobilizing community outreach workers, which provides

community health workers, patient navigators, and social support specialists to educate and assist individuals in accessing and receiving COVID-19 vaccinations. The Program intends to address persistent health disparities by offering support and resources to vulnerable and medically underserved communities. This program focuses on providing resources to local and regional community-based organizations (CBOs). CBO applicants may engage as an individual organization or create a network of multiple eligible organizations partnering together to complete program activities.

- **Health Equity Program:** The Health Equity Program works towards building the Department's Equity infrastructure and capacity. This includes, but is not limited to, establishing a core equity staff team, and embedding equity into internal policies and practices, such as workforce equity, budgeting and contracting equity, data policy, communications, and internal and external engagement practices. Targeted equity activities include the development of a Department Equity Plan and Policy and a Language Access Plan and Policy.
- **Accreditation Program:** The Department seeks to advance and transform its practice and delivery of essential public health services by supporting and implementing performance improvement, strong infrastructure, and innovation. The Accreditation team works in a collaborative fashion with programs across the Department to collect information and implement processes and policies for initial accreditation. Staff also work towards developing a framework for the Department to develop leadership, improve community relationships, demonstrate transparency, and identify performance improvement opportunities.
- **CHA/CHIP/ Strategic Planning:** The Imperial Valley Community Health Assessment/Community Health Improvement Plan (CHA/CHIP) is a systematic, data-driven approach to determining the health status, behaviors, and needs of residents in Imperial County. The CHA/CHIP team works with partner health agencies and provides information so that communities identify issues of greatest concern and decide to commit resources to needed areas thereby making the greatest impact on community health status. The CHA and CHIP were developed as part of a robust, collective process led by the Imperial County Community Health Improvement Partnership that sought to include input from community groups, agencies, health-care entities, and residents who completed surveys; with the CHA being the foundation for the development of the CHIP.
- **Performance Management and Quality Improvement:** The Performance Management and Quality Improvement (PM/QI) section focuses on improving and strengthening the Imperial County Public Health Department's organizational capacity by using an integrated, dynamic, and multidimensional framework that allows the department to sustain change and improve the delivery of public health services. The PM/QI section carries out specific tasks including but not limited to planning, developing, coordinating,

and overseeing strategic planning processes and priorities. PM/QI section staff lead short-, mid- and long-term planning, performance management, and quality improvement efforts through ongoing assessments, evaluation, and research.

- **California Strengthening Public Health Initiative (CASPHI):** CASPHI is focused on integrating CHA/CHIP priority areas into the Department's Strategic Plan, and Community Initiatives to ensure equity driven data and evidence is used for department and community planning efforts. To ensure that the Department stays current with policies and procedures, CASPHI staff aims to strengthen and enhance its organizational capacity by implementing an integrated, and multidimensional electronic system to house local, regional, state, and federal statutes and regulations. The Department's equity team will support CASPHI efforts by expanding CHA/CHIP partnerships to include additional community representation. The Department's equity team will also support the Department's Policy Review team with policy development elements. The CASPHI objectives are anticipated to be achieved by November 30, 2027.
- **Whole Person - Like Pilot Project:** The intent of the Whole Person-Like Pilot is to build on progress that was achieved through the development of a 5150 Roadmap to improve the management of psychiatric emergencies in Imperial County. Target population includes individuals with serious mental illness and/or co-occurring substance use disorders. Total budget is \$540,686.89 with a sunset date of June 30, 2025. The Imperial County Behavioral Health Services Department is the direct service provider, while the Public Health Department is the fiscal agent for this initiative.
- **Public Health Workforce Career Ladder Education and Development Program:** 3-year program funded through a competitive grant from the California Department of Public Health to support employee upskilling to improve retention of the existing public health workforce and help incumbent workers develop their skills to meet future public health demands. Funds were awarded for the implementation of Public Health Department employee education and development activities, such as degree program reimbursement.

**EXHIBIT D - Sample Evaluation Criteria
(SEE NEXT PAGE)**



PROPOSAL EVALUATION FORM

Architectural Design Services Imperial County Public Health Department Multi-Program
Central Relocation Located at 450 West Aten Rd, Imperial, CA 92251

Prepared December 7, 2023

RESPONDENT: _____	5 = excellent
EVALUATOR: _____	4 = good
DATE: _____	3 = above average
EVALUATOR SIGNATURE: _____	2 = average
	1 = below average
	0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X RATING	= WEIGHTED RATING
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A. Relevant Experience			
<ul style="list-style-type: none"> • Responsiveness & understanding of work to be done, (i.e. scope of work). 	(0.20)	_____	_____
<ul style="list-style-type: none"> • Past three (3) years of relevant Experience, key personnel, & staff 	(0.15)	_____	_____

B. Project Management			
<ul style="list-style-type: none"> • Consultants ability to provide respective Services within budget and on schedule. 	(0.15)	_____	_____
<ul style="list-style-type: none"> • Demonstrates organizational skills, and Ability to meet client program requirements and goals. 	(0.10)	_____	_____

C. References			
<ul style="list-style-type: none"> • Documentation Consultant has delivered high quality consulting services and contract documents to its clients 	(0.05)	_____	_____

D. Understanding			
<ul style="list-style-type: none"> • Familiarity and/or specific experience with Federal, State, and Local government projects. 	(0.20)	_____	_____

E. Problem Solving			
<ul style="list-style-type: none"> • Demonstrate creative problem solving and solutions in dealing with difficult planning, programming, and evaluation analysis 	(0.15)	_____	_____

	Subtotal Score	(0 to -5)
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F. Previous Experience and performance working With County of Imperial Department of Public Works and/or Imperial County Public Health Department	_____	(0 to -5)
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	Total Score	_____
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Note: Positive previous experience and no previous experience will constitute a score of zero (0). Negative experience points will be deducted from the overall score.

Comments:

**EXHIBIT E – Sample Agreement for Services and Minimum Insurance Requirement
(SEE NEXT PAGE)**

1 **AGREEMENT FOR SERVICES**

2 **SAMPLE**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the
4 _____ day of _____, 2021, by and between the County of Imperial, a political subdivision of the
5 State of California, by and through its Department of Public Works (“COUNTY”) and [CONSULTANT],
6 an active California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be
7 as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 updates to the (“Project”); and

11 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the
12 services; and

13 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its
14 qualifications and experience for performing such services, and CONSULTANT has offered to provide the
15 required services for the Project on the terms and in the manner set forth herein.

16 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and CONSULTANT
17 have and hereby agree to the following:

18 **1. INCORPORATION OF RECITALS.**

19 The Parties certify that, to the best of their knowledge, the above recitals are true and correct. The
20 above recitals are hereby adopted and incorporated within this Agreement.

21 **2. DEFINITIONS.**

22 **2.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and
23 project requirements to prospective bidders entitled, [RFP] dated [RFP Date]. The Request
24 for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

25 **2.2.** “Proposal” shall mean CONSULTANT’s document entitled, [Proposal] and submitted to
26 COUNTY’s Department of Public Works. The Proposal is attached hereto as **Exhibit “B”**
27 and incorporated herein this by reference.

28 **3. CONTRACT COORDINATION.**

1 **AGREEMENT FOR SERVICES**

2 **SAMPLE**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the
4 _____ day of _____, 2021, by and between the County of Imperial, a political subdivision of the
5 State of California, by and through its Department of Public Works (“COUNTY”) and [CONSULTANT],
6 an active California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be
7 as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 updates to the (“Project”); and

11 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the
12 services; and

13 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its
14 qualifications and experience for performing such services, and CONSULTANT has offered to provide the
15 required services for the Project on the terms and in the manner set forth herein.

16 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and CONSULTANT
17 have and hereby agree to the following:

18 **1. INCORPORATION OF RECITALS.**

19 The Parties certify that, to the best of their knowledge, the above recitals are true and correct. The
20 above recitals are hereby adopted and incorporated within this Agreement.

21 **2. DEFINITIONS.**

22 **2.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and
23 project requirements to prospective bidders entitled, [RFP] dated [RFP Date]. The Request
24 for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

25 **2.2.** “Proposal” shall mean CONSULTANT’s document entitled, [Proposal] and submitted to
26 COUNTY’s Department of Public Works. The Proposal is attached hereto as **Exhibit “B”**
27 and incorporated herein this by reference.

28 **3. CONTRACT COORDINATION.**

1 **3.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY
2 for all purposes under this Agreement. The Director of Public Works or his/her designee
3 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the
4 progress and execution of this Agreement.

5 **3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
6 the progress and execution of this Agreement. Should circumstances or conditions
7 subsequent to the execution of this Agreement require a substitute Contract Manager for any
8 reason, the Contract Manager designee shall be subject to the prior written acceptance and
9 approval of COUNTY's Contract Manager.

10 **4. DESCRIPTION OF WORK.**

11 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with the
12 RFP and the Proposal, as set forth in **Exhibits "A" and "B."** In the event of a conflict amongst this
13 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this Agreement
14 shall take precedence over both.

15 **5. WORK TO BE PERFORMED BY CONSULTANT.**

16 **5.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
17 and this Agreement.

18 **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
19 performance of the obligations assumed by CONSULTANT hereunder; including but not
20 limited to any additional work or change orders agreed upon pursuant to written
21 authorization as described in Paragraph 6.3, and as contemplated under Sections 13, 14, and
22 28. Proposed additional work or change order requests, when applicable, will be attached
23 and incorporated herein under **Exhibit "B"** (as "B-1," "B-2," etc.).

24 **5.3.** CONSULTANT shall:

25 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that
26 may be necessary and incidental to the due and lawful prosecution of the services
27 to be performed by CONSULTANT under this agreement;

28 **5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,

1 ordinances, regulations, orders and decrees which may affect those engaged or
2 employed under this Agreement;

3 **5.3.3.** At all times observe and comply with, and cause all of its employees to observe and
4 comply with all of said laws, ordinances, regulations, orders and decrees mentioned
5 above; and

6 **5.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy
7 or inconsistency it discovers in said laws, ordinances, regulations, orders and
8 decrees mentioned above in relation to any plans, drawings, specifications or
9 provisions of this Agreement.

10 **6. REPRESENTATIONS BY CONSULTANT.**

11 **6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the
12 multiple areas specified in the Proposal. CONSULTANT has represented itself to be an
13 expert in these fields and understands that COUNTY is relying upon such representation.

14 **6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required
15 licenses and authorities to do business in the State of California and perform all aspects
16 of this Agreement.

17 **6.3.** CONSULTANT shall not commence any work under this Agreement or provide any
18 other services, or materials, in connection therewith until CONSULTANT has received
19 written authorization from COUNTY's Contract manager to do so.

20 **6.4.** CONSULTANT represents and warrants that the people executing this Agreement on behalf
21 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
22 CONSULTANT to the performance of all duties and obligations assumed by
23 CONSULTANT herein.

24 **6.5.** CONSULTANT represents and warrants that any employee, contractor and/or agent who
25 will be performing any of the duties and obligations of CONSULTANT herein possess all
26 required licenses and authorities, as well as the experience and training, to perform such
27 tasks.

28 **6.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are

1 true and correct.

2 **6.7.** CONSULTANT understands and agrees not to discuss this Agreement or work performed
3 pursuant to this Agreement with anyone not a party to this Agreement without the prior
4 permission of COUNTY. CONSULTANT further agrees to immediately advise
5 COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with
6 respect to work performed pursuant to this Agreement.

7 **6.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
8 diligence review of its files and advise COUNTY of any conflict or potential conflict
9 CONSULTANT may have with respect to the work requested.

10 **6.9.** CONSULTANT understands and agrees that in the course of performance of this
11 Agreement CONSULTANT may be provided with information or data considered by the
12 owner or the COUNTY to be confidential. COUNTY shall clearly identify such
13 information and/or data as confidential. CONSULTANT shall take all necessary steps
14 necessary to maintain such confidentiality including but not limited to restricting the
15 dissemination of all material received to those required to have such data in order for
16 CONSULTANT to perform under this Agreement.

17 **6.10.** CONSULTANT represents that the personnel dedicated to this project as identified in
18 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.
19 CONSULTANT will not substitute other personnel or engage any contractors to work on
20 any tasks identified herein without prior written notice to COUNTY.

21 **6.11.** CONSULTANT understands that COUNTY considers the representations made herein
22 to be material and would not enter into this Agreement with CONSULTANT if such
23 representations were not made.

24 **7. TERM OF AGREEMENT.**

25 This Agreement shall commence on the date first written above and shall remain in effect until
26 the services provided as outlined in Section 4, ("DESCRIPTION OF WORK"), have been completed,
27 unless otherwise terminated as provided for in this Agreement.

28 **8. COMPENSATION.**

1 **8.1.** The total compensation payable under this Agreement shall not exceed **[amount]** unless
2 otherwise previously agreed to in writing by COUNTY, and shall be broken down as
3 follows:

4 **8.1.1.** [Cost Proposal]

5 **8.2.** The fee for any additional services required by COUNTY will be computed either on a
6 negotiated lump sum basis or upon actual hours and expenses incurred by
7 CONSULTANT and based on CONSULTANT's current standard rates as set forth in the
8 Proposal. Additional services or costs will not be paid without a prior written agreement
9 between the Parties.

10 **8.3.** Except as provided under Paragraphs 8.1 and 8.2, COUNTY shall not be responsible to
11 pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of
12 expenses or other remuneration.

13 **9. PAYMENT.**

14 **9.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**
15 **“B.”** COUNTY shall pay CONSULTANT for completed and approved services upon
16 presentation of its itemized billing.

17 **9.2.** COUNTY shall have the right to retain five percent (5%) of the total of amount of each
18 invoice, not to exceed five percent (5%) of the total compensation amount of the completed
19 project. “Completion of the Project” is when the work to be performed has been completed
20 in accordance with this Agreement, as determined by COUNTY, and all subcontractors, if
21 any, have been paid in full by CONSULTANT. Upon completion of the Project
22 CONSULTANT shall bill COUNTY the retention for payment by COUNTY.

23 **10. METHOD OF PAYMENT.**

24 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY
25 a written claim for compensation for services performed. The claim shall be in a format approved by
26 COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by
27 COUNTY's Contract Manager or his/her designee. CONSULTANT may expect to receive payment within
28 a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after

1 the claim is submitted.

2 **11. TIME FOR COMPLETION OF THE WORK.**

3 The Parties agree that time is of the essence in the performance of this Agreement. Program
4 scheduling shall be as described in Exhibits unless revisions are approved by both COUNTY's Contract
5 Manager and CONSULTANT's Contract Manager. Time extensions may be allowed for delays caused
6 by COUNTY, other governmental agencies or factors not directly brought about by the negligence or
7 lack of due care on the part of CONSULTANT.

8 **12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

9 **12.1.** CONSULTANT shall maintain books, records, documents, reports and other materials
10 developed under this Agreement as follows:

11 **12.2.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
12 canceled checks, and other records relating to CONSULTANT's charges for services or
13 expenditures and disbursements charged to COUNTY for a minimum period of three (3)
14 years, or for any longer period required by law, from the date of final payment to
15 CONSULTANT pursuant to this Agreement.

16 **12.3.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
17 performance under this Agreement for a minimum period of five (5) years, or for any
18 longer period required by law, from the date of termination or completion of this
19 Agreement.

20 **12.4.** Any records or documents required to be maintained by CONSULTANT pursuant to this
21 Agreement shall be made available to COUNTY for inspection or audit at any time during
22 CONSULTANT's regular business hours provided that COUNTY provides
23 CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such
24 documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at
25 CONSULTANT's address indicated for receipt of notices under this Agreement.

26 **13. SUSPENSION OF AGREEMENT.**

27 COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or
28 in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part

1 of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the
2 compensation due and payable to the date of suspension.

3 **14. TERMINATION.**

4 COUNTY retains the right to terminate this Agreement for any reason by notifying
5 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due
6 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of
7 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
8 CONSULTANT's services which are of benefit to COUNTY. Said compensation is to be arrived at by
9 mutual agreement between COUNTY and CONSULTANT; should the parties fail to agree on said
10 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be
11 binding upon the parties.

12 **15. INSPECTION.**

13 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
14 ascertain that the services of CONSULTANT are being performed in accordance with the requirements
15 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
16 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not relieve
17 CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

18 ///

19 **16. OWNERSHIP OF MATERIALS.**

20 All original drawings, videotapes, studies, sketches, computations, reports, information, data and
21 other materials given to or prepared or assembled by or in the possession of CONSULTANT pursuant
22 to this Agreement shall become the permanent property of COUNTY and shall be delivered to COUNTY
23 upon demand, whether or not completed, and shall not be made available to any individual or
24 organization without the prior written approval of COUNTY.

25 **17. INTEREST OF CONSULTANT.**

26 **17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
27 interest, direct or indirect, financial or otherwise, which would conflict in any manner or
28 degree with the performance of the services hereunder.

1 CONSULTANT's employees or agents arising out of, pertaining to, or relating to
2 CONSULTANT's negligent or reckless performance of, or willful misconduct
3 surrounding, any of the terms contained in this Agreement, or anyone directly or
4 indirectly employed by CONSULTANT or anyone for whose acts
5 CONSULTANT may be liable;

6 **18.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
7 regulation, standard, ordinance or statute caused by the negligent or reckless
8 action or inaction, or willful misconduct of CONSULTANT or anyone directly or
9 indirectly employed by CONSULTANT or anyone for whose acts
10 CONSULTANT may be liable, including but not limited to:

11 (a) Any loss of funding, penalties, fees, or other costs resulting from
12 CONSULTANT's failure to adhere to Disadvantaged Business Enterprise
13 requirements and/or goals, as determined by COUNTY or such other
14 lawful entity in charge of monitoring Disadvantaged Business Enterprise
15 compliance;

16 (a) Any loss of funding, penalties, fees, or other costs resulting from
17 CONSULTANT's failure to adhere to prevailing wage requirements, as
18 determined by COUNTY, the California Department of Industrial
19 Relations, or such other lawful entity in charge of monitoring prevailing
20 wage compliance;

21 **18.2.4.** Infringement of any patent rights which may be brought against COUNTY arising
22 out of CONSULTANT's work;

23 **18.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
24 regulation, standard, ordinance or statute in any way relating to the occupational
25 health or safety of employees; and

26 **18.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
27 Agreement.

28 **18.3.** These indemnification provisions shall extend to Claims occurring after this Agreement

1 is terminated, as well as while it is in force.

2 **19. INDEPENDENT CONTRACTOR.**

3 In all situations and circumstances arising out of the terms and conditions of this Agreement,
4 CONSULTANT is an independent contractor, and as an independent contractor, the following shall
5 apply:

6 **19.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for the
7 requirements and results specified by this Agreement or any other agreement.

8 **19.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
9 specified by this Agreement and except as specifically provided in this Agreement, shall
10 not be subject to COUNTY's control with respect to the physical actions or activities of
11 CONSULTANT in fulfillment of the requirements of this Agreement.

12 **19.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
13 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with
14 Workers' Compensation coverage or any other type of employment or worker insurance
15 or benefit coverage required or provided by any Federal, State or local law or regulation
16 for, or normally afforded to, an employee of COUNTY.

17 **19.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
18 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the
19 Social Security Old Age Pension Program, Social Security Disability Program, or any
20 other type of pension, annuity, or disability program required or provided by any federal,
21 State or local law or regulation.

22 **19.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
23 make any claim against any COUNTY fringe program, including, but not limited to,
24 COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,
25 or any other type of benefit program, plan, or coverage designated for, provided to, or
26 offered to COUNTY's employees.

27 **19.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
28 local tax, including, but not limited to, any personal income tax, owed by

1 CONSULTANT.

2 **19.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
3 and conduct itself as an independent contractor, not as an employee of COUNTY.

4 **19.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
5 or obligate COUNTY in any way without the written consent of COUNTY.

6 **20. INSURANCE.**

7 **20.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,
8 during the entire term of this Agreement and any extended term therefore, insurance in a
9 sum acceptable to COUNTY and adequate to cover potential liabilities arising in
10 connection with the performance of this Agreement and in any event not less than the
11 minimum limit set forth in the “Minimum Insurance Amounts” attachment to RFP
12 (**Exhibit “A”**) which are incorporated as if set forth fully herein.

13 **20.2. Special Insurance Requirements.** All insurance required shall:

14 **20.2.1.** Be procured from California admitted insurers (licensed to do business in
15 California) with a current rating by Best’s Key Rating Guide, acceptable to
16 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
17 ratings must be approved in writing by COUNTY.

18 **20.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
19 maintained by COUNTY shall be in excess of CONSULTANT’s insurance
20 coverage and shall not contribute to it.

21 **20.2.3.** Name The Imperial County Department of Public Works and the County of
22 Imperial and their officers, employees, and volunteers as additional insured on all
23 policies, except Workers’ Compensation insurance and Errors & Omissions
24 insurance, and provide that COUNTY may recover for any loss suffered by
25 COUNTY due to CONSULTANT’s negligence.

26 **20.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
27 and contains a cross-liability or severability of interest clause.

28 **20.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty

1 (30) days written notice has been given to COUNTY. CONSULTANT may not
2 terminate such coverage until it provides COUNTY with proof that equal or better
3 insurance has been secured and is in place. Cancellation or change without prior
4 written consent of COUNTY shall, at the option of COUNTY, be grounds for
5 termination of this Agreement.

6 **20.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
7 original execution, COUNTY may, at its sole discretion, require an increase to
8 liability insurance to the level then customary in similar COUNTY Agreements
9 by giving sixty (60) days notice to CONSULTANT.

10 **20.3.** Additional Insurance Requirements.

11 **20.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also
12 to be notified if any aggregate insurance limit is exceeded.

13 **20.3.2.** The comprehensive or commercial general liability shall contain a provision of
14 endorsements stating that such insurance:

- 15 (a) Includes contractual liability;
- 16 (b) Does not contain any exclusions as to loss or damage to property caused
17 by explosion or resulting from collapse of buildings or structures or
18 damage to property underground, commonly referred to by insurers as the
19 “XCU Hazards;”
- 20 (c) Does not contain a “pro rata” provision which looks to limit the insurer’s
21 liability to the total proportion that its policy limits bear to the total
22 coverage available to the insured;
- 23 (d) Does not contain an “excess only” clause which require the exhaustion of
24 other insurance prior to providing coverage;
- 25 (e) Does not contain an “escape clause” which extinguishes the insurer’s
26 liability if the loss is covered by other insurance;
- 27 (f) Includes COUNTY as an additional insured.
- 28 (g) States that it is primary insurance and regards COUNTY as an additional

insured and contains a cross-liability or severability of interest clause.

20.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONSULTANT shall, if requested by COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

20.5. Certificates of Insurance. CONSULTANT agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:

20.5.1. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein.

20.5.2. The documents enumerated in this Paragraph shall be sent to the following:

County of Imperial
Risk Management Department
Re: County Project No. [Project Number]
940 Main Street, Suite 101
El Centro, CA 92243

///
///
///
///

County of Imperial
Department of Public Works
Re: County Project No.[Project Number]
155 South 11th Street
El Centro, CA 92243

20.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

21. PREVAILING WAGE.

21.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-

consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

21.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at COUNTY's Department of Public Works and/or Clerk of the Board of Supervisors, and available to any interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.

21.3. CONSULTANT hereby acknowledges and stipulates to the following:

21.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

21.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

21.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day's work; and

21.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

21.3.5. CONSULTANT has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/PublicWorks/PublicWorksEnforcement.html>.

22. **WORKERS' COMPENSATION CERTIFICATION.**

22.1. Prior to the commencement of work, CONSULTANT shall sign and file with COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers'

1 compensation or to undertake self-insurance in accordance with the provisions of that
2 code, and I will comply with such provisions before commencing the performance of the
3 work of this contract.”

4 **22.2.** This certification is included in this Agreement and signature of the Agreement shall
5 constitute signing and filing of the certificate.

6 **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire
7 date, shall be covered by Workers’ Compensation pursuant to statutory requirements
8 prior to beginning work on the Project.

9 **22.4.** If CONSULTANT has no employees, initial here: _____.

10 **23. ASSIGNMENT.**

11 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
12 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other
13 specialists to perform services as required with prior approval by COUNTY.

14 **24. NON-DISCRIMINATION.**

15 **24.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall
16 not unlawfully discriminate, harass or allow harassment against any employee or
17 applicant for employment because of sex, race, color, ancestry, religious creed, national
18 origin, physical disability (including HIV and AIDS), mental disability, medical
19 condition (cancer), age (over forty (40)), marital status and denial of family care leave.
20 CONSULTANT and its subcontractors shall insure that the evaluation and treatment of
21 their employees and applicants for employment are free from such discrimination and
22 harassment.

23 **24.2.** CONSULTANT and its subcontractors shall not discriminate on the basis of race, color,
24 national origin, or sex in the performance of this Agreement. CONSULTANT shall carry
25 out applicable requirements of 49 CFR 26 in the award and administration of DOT-
26 assisted contracts. Failure by CONSULTANT to carry out these requirements is a
27 material breach of this Agreement, which may result in the termination of this Agreement,
28 or such other remedy as COUNTY deems appropriate.

1 **24.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair
2 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
3 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et
4 seq.).

5 **24.4.** The applicable regulations of the Fair Employment and Housing Commission
6 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
7 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
8 reference and made a part hereof as if set forth in full.

9 **24.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a))
10 are incorporated into this Agreement by reference and made a part hereof as if set forth
11 in full.

12 **24.6.** CONSULTANT and its subconsultants shall give written notice of their obligations under
13 this clause to labor organizations with which they have a collective bargaining or other
14 agreement.

15 **24.7.** CONSULTANT shall include the nondiscrimination and compliance provisions of this
16 clause in all subcontracts to perform work under this Agreement.

17 **25. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

18 **25.1.** When applicable, CONSULTANT represents and warrants that it has fully read the
19 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this
20 Project and has fully and accurately completed any and all required DBE forms.

21 **25.2.** CONSULTANT represents and warrants that it will comply with all applicable DBE
22 requirements for this Project.

23 **25.3.** CONSULTANT shall comply with any applicable DBE provisions attached hereto as
24 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

25 **25.4.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY
26 due to CONSULTANT’s failure to either comply with the DBE requirements set forth in
27 the RFP and this Agreement, or to meet the mandatory DBE goals as determined by
28 COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or

1 federal agency contributing funds to the Project, then CONSULTANT shall fully
2 reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct
3 any such loss in funding from the amount of compensation due to CONSULTANT under
4 this Agreement.

5 **25.5.** In addition to the above, CONSULTANT's failure to comply with DBE
6 requirements/goals shall subject it to such sanctions as are permitted by law, which may
7 include, but shall not be limited to the following:

8 **25.5.1.** Termination of this Agreement;

9 **25.5.2.** Withholding monthly progress payments;

10 **25.5.3.** Compensatory, special, incidental, liquidated and other damages; and/or

11 **25.5.4.** Designation of CONSULTANT as "nonresponsible," and disqualification from
12 bidding on future public works projects advertised by COUNTY.

13 **26. NOTICES AND REPORTS.**

14 **26.1.** Any notice and reports under this Agreement shall be in writing and may be given by
15 personal delivery or by mailing by certified mail, addressed as follows:

COUNTY	CONSULTANT
Director of Public Works	
Re: County Project No.[Project Number]	
155 South 11th Street	
El Centro, CA 92243	

County of Imperial
Clerk of the Board of Supervisors
Re: PW County Project No.[Project Number]
940 W. Main Street, Suite 209
El Centro, CA 92243

23 **26.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
24 two (72) hours after deposit in the United States mail or twenty-four (24) hours after
25 deposit with an overnight carrier.

26 **26.3.** The addressees and addresses for purposes of this Section may be changed to any other
27 addressee and address by giving written notice of such change. Unless and until written
28 notice of change of addressee and/or address is delivered in the manner provided in this

1 Section, the addressee and address set forth in this Agreement shall continue in effect for
2 all purposes hereunder.

3 **27. ENTIRE AGREEMENT.**

4 This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating
5 to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
6 understandings, provisions, negotiations, representations, or statements, either written or oral.

7 **28. MODIFICATION.**

8 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
9 unless the same is in writing and signed by both Parties.

10 **29. CAPTIONS.**

11 Captions in this Agreement are inserted for convenience of reference only and do not define,
12 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

13 **30. PARTIAL INVALIDITY.**

14 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
15 or unenforceable, the remaining provisions will nevertheless continue in full force without being
16 impaired or invalidated in any way.

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18 **31. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

19 **31.1.** As used in this Agreement and whenever required by the context thereof, each number,
20 both singular and plural, shall include all numbers, and each gender shall include a
21 gender.

22 **31.2.** CONSULTANT as used in this Agreement or in any other document referred to in or
23 made a part of this Agreement shall likewise include the singular and the plural, a
24 corporation, a partnership, individual, firm or person acting in any fiduciary capacity as
25 executor, administrator, trustee or in any other representative capacity or any other entity.

26 **31.3.** All covenants herein contained on the part of CONSULTANT shall be joint and several
27 if more than one person, firm or entity executes the Agreement.

28 **32. WAIVER.**

1 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
2 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
3 the same or any other covenant or condition.

4 **33. CHOICE OF LAW.**

5 This Agreement shall be governed by the laws of the State of California. This Agreement is
6 made and entered into in Imperial County, California. Any action brought by either Party with respect
7 to this Agreement shall be brought in a court of competent jurisdiction within said County.

8 **34. AUTHORITY.**

9 **34.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
10 warrants that:

11 **34.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
12 CONSULTANT;

13 **34.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 **34.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

16 **34.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
17 foregoing within thirty (30) days of execution of this Agreement.

18 **35. COUNTERPARTS.**

19 This Agreement (as well as any amendments hereto) may be executed in any number of
20 counterparts, each of which when executed shall be an original, and all of which together shall constitute
21 one and the same Agreement. No counterparts shall be effective until all Parties have executed a
22 counterpart hereof.

23 **36. REVIEW OF AGREEMENT TERMS.**

24 **36.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys
25 with respect to the advisability of making the representations, warranties, covenants and
26 agreements provided for herein, and with respect to the advisability of executing this
27 Agreement.

28 **36.2.** Each Party represents and warrants to and covenants with the other Party that:

1 and projects);

- 2 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits
3 discrimination on the basis of sex);
- 4 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as
5 amended, (prohibits discrimination on the basis of disability); and 49 CFR Part
6 27;
- 7 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),
8 (prohibits discrimination on the basis of age);
- 9 (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4
10 7123), as amended, (prohibits discrimination based on race, creed, color, national
11 origin, or sex);
- 12 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,
13 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age
14 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by
15 expanding the definition of the terms “programs or activities” to include all the
16 programs or activities of the Federal-aid recipients, subrecipients and contractors,
17 whether such programs or activities are Federally funded or not);
- 18 (h) Titles II and III of the Americans with Disabilities Act, which prohibit
19 discrimination on the basis of disability in the operation of public entities, public
20 and private transportation systems, places of public accommodation, and certain
21 testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of
22 Transportation regulations at 49 C.F.R. parts 37 and 38;
- 23 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. §
24 47123) (prohibits discrimination on the basis of race, color, national origin, and
25 sex);
- 26 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in
27 Minority Populations and Low-Income Populations, which ensures discrimination
28 against minority populations by discouraging programs, policies, and activities

1 with disproportionately high and adverse human health or environmental effects
2 on minority and low-income populations;

3 (k) Executive Order 13166, Improving Access to Services for persons with Limited
4 English Proficiency, and resulting agency guidance, national origin
5 discrimination includes discrimination because of limited English proficiency
6 (LEP). To ensure compliance with Title VI, you must take reasonable steps to
7 ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.
8 at 74087 to 74100);

9 (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you
10 from discriminating because of sex in education programs or activities (20 U.S.C.
11 1681 et seq).

12
13
14 [Signatures to Follow on Next Page]
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27 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
28 above written.

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County of Imperial

[Consultant]

By: _____

By: _____

Michael W. Kelly, Chairman
Imperial County Board of Supervisors

[Signatory]

ATTEST:

Blanca Acosta, Clerk of the Board,
County of Imperial, State of California

APPROVED AS TO FORM:

Eric Havens,
County Counsel

By: _____

Faye Winkler,
Deputy County Counsel

MINIMUM INSURANCE AMOUNTS

Consultant contract (Agreement for Services) form and content is included.

Insurance Minimum Amounts *

Insurance	Minimum Limit *
Errors & Omissions/Professional Liability	\$2 million per occurrence
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU", in the Commercial General Liability policy is also required.

*Minimums subject to additional review after consultant is selected