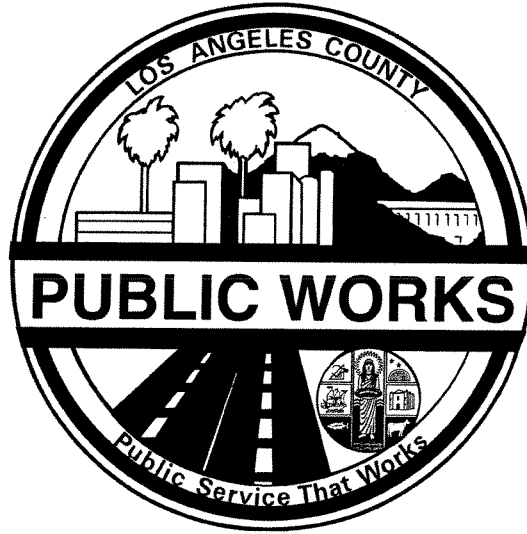


# AGREEMENT



BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF AGOURA HILLS

FOR

AGOURA HILLS PARATRANSIT SERVICE

# AGOURA HILLS PARATRANSIT SERVICE

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## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF AGOURA HILLS, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public interest to continue providing paratransit service to the general public in the CITY and unincorporated COUNTY area as defined in Appendix A, (hereinafter referred to as SERVICE); and

WHEREAS, COUNTY is willing to finance COUNTY'S jurisdictional share of the cost of SERVICE for the term of this AGREEMENT using COUNTY'S Proposition A Local Return Transit funds; and

WHEREAS, because of CITY/COUNTY joint program as set forth herein, CITY shall apply for and the Los Angeles County Metropolitan Transportation Authority (MTA) may grant a Proposition A Discretionary Fund grant through its Subregional Paratransit Grant Program, (hereinafter referred to as GRANT).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

FIRST: CITY agrees to provide SERVICE as described in AGREEMENT and Exhibit A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C, SERVICE Requirements; Exhibit D, SERVICE Area Map; Exhibit E, Fares; Exhibit F, Evidence of Insurance Programs; Exhibit G, Contractor Employee Jury Service Ordinance; Exhibit H, Contractor Employee Jury Service Form; and Exhibit I, Safely Surrendered Baby Law Posters; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2006, through June 30, 2010.

FOURTH: COUNTY'S maximum obligation under this AGREEMENT is Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00). The budget for Fiscal Year 2006-07, will be Fifty Thousand and 00/100 Dollars (\$50,000.00); the budget for Fiscal Year 2007-08 will be Fifty-Five Thousand and 00/100 Dollars (\$55,000.00); the budget for Fiscal Year 2008-09 will be Sixty Thousand and 00/100 Dollars (\$60,000.00); and the budget for Fiscal Year 2009-10 will be Sixty-Five Thousand and 00/100 (\$65,000.00). COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF AGOURA HILLS on \_\_\_\_\_, 2006, and by the DIRECTOR OF PUBLIC WORKS on \_\_\_\_\_, 2006, pursuant to authority delegated by the BOARD OF SUPERVISORS of COUNTY OF LOS ANGELES, Board Action \_\_\_\_, on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

CITY OF AGOURA HILLS

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

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

## EXHIBIT A - SCOPE OF SERVICE

### 1. SERVICE

CITY or its contractor(s) shall furnish SERVICE at such times and places as may be requested according to Exhibit C, SERVICE Requirements; Exhibit D, SERVICE Area Map; Exhibit E, Fares. CITY shall administer, monitor, and evaluate SERVICE.

### 2. Term of SERVICE

The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2006, through June 30, 2010.

### 3. Routing and Scheduling

CITY and COUNTY have cooperatively established SERVICE requirements and a service area within CITY'S available transportation capacity as described in Exhibits C, D, and E. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, COUNTY Director of Public Works, or his/her designee, (hereinafter referred to as DIRECTOR), and CITY shall plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

### 4. Fare

CITY shall charge a fare as described in Exhibit E. CITY shall retain all fares to partially fund operating costs. CITY shall, upon request of COUNTY, accept passes or vouchers issued by COUNTY in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, COUNTY and CITY may plan and institute such changes jointly upon mutual consent within the term of this AGREEMENT after holding any public hearing(s) required by law.

### 5. Payment for SERVICE

#### A. SERVICE Cost

COUNTY agrees to pay upon receipt of claim by CITY and documentation thereof, the actual per-ride cost of each ride provided to unincorporated COUNTY area patrons, less actual cash fares collected from unincorporated COUNTY area patrons plus an administrative cost equal to the cost of one (1) service hour per day of SERVICE. The per-ride cost shall be calculated based on CITY'S actual monthly operating cost divided by the total one (1)-way ridership and using a Trip Length Factor. The Trip Length Factor is the percentage that the average County trip length is greater than the average City trip length. CITY'S monthly operating costs shall consist of the costs of marketing the program; providing, operating,

and maintaining vehicles; drivers; dispatchers; and other necessary personnel and insurance, based on CITY records.

B. Maximum Obligation

COUNTY'S maximum obligation under this AGREEMENT is Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00). The budget for Fiscal Year 2006-07, will be Fifty Thousand and 00/100 Dollars (\$50,000.00); the budget for Fiscal Year 2007-08 will be Fifty-Five Thousand and 00/100 Dollars (\$55,000.00); the budget for Fiscal Year 2008-09 will be Sixty Thousand and 00/100 Dollars (\$60,000.00); and the budget for Fiscal Year 2009-10 will be Sixty-Five Thousand and 00/100 (\$65,000.00). COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year.

C. Proposition A Discretionary Fund GRANT

CITY shall apply with the MTA for GRANT in the maximum amount possible. GRANT shall be applied to SERVICE to improve SERVICE or to coordinate transportation SERVICES. CITY and COUNTY shall share GRANT in the same proportion (as a percentage) as CITY and COUNTY'S ridership is to total ridership. GRANT received by CITY shall be reported and credited to COUNTY by the percentage indicated above on the invoices for SERVICE. If invoices result in a credit balance due to COUNTY, CITY shall forward COUNTY excess funds within sixty (60) calendar days of the end of the fiscal year.

Should CITY not credit COUNTY'S share of GRANT by the final invoice of the fiscal year, COUNTY shall invoice CITY for COUNTY'S share of GRANT and CITY shall pay COUNTY within thirty (30) calendar days of receipt of the invoice.

6. Claims for SERVICE

CITY shall submit claims for payment along with the Quarterly Service Report and documentation of claim, in the form and number required by COUNTY, within thirty (30) calendar days of the end of each quarter. Subject to acceptance and approval of claim by COUNTY, payment will normally be made within thirty (30) calendar days of approval.

7. Marketing

CITY shall work with COUNTY in promoting SERVICE to eligible unincorporated COUNTY area residents. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the unincorporated COUNTY area residents shall include the following: "This service is financed through funds provided by the County of Los Angeles."

8. Safety Program

CITY or its contractor(s) shall provide regularly scheduled and on-going formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT. Such personnel shall be required to attend regularly scheduled safety meetings at least twice a year, or as required by existing regulations.

9. Personnel and Operations

Compensation of all personnel assigned to perform SERVICE under this AGREEMENT shall be in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel shall treat passengers in a courteous manner, be clean and neatly dressed, and be trained in the handling of the elderly and persons with disabilities.

All personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the operations of SERVICE. Upon notice from DIRECTOR concerning unacceptable conduct, demeanor, or appearance of such persons employed by CITY or CITY'S contractor(s), CITY shall take steps necessary to alleviate the cause of concern to DIRECTOR and shall advise DIRECTOR of the steps taken.

COUNTY shall have the right to have authorized COUNTY personnel board any SERVICE vehicle for the purpose of monitoring SERVICE or inspecting vehicle. CITY shall have the right to request DIRECTOR to advise CITY prior to such action.

CITY and/or its contractor(s) shall have the right to refuse SERVICE to any or all passengers if passenger activity will in any way impair the safe operation of any vehicle operating under SERVICE.

10. Equipment Requirements

CITY and/or its contractor(s) shall supply sufficient and adequate vehicles and spare vehicles, in the event regularly assigned vehicles break down, and a two (2)-way communication dispatch system to ensure the consistent fulfillment of the terms of this AGREEMENT. All vehicles and equipment shall be maintained in good and clean condition, including air-conditioning and lift-equipment. The cost of spare vehicles shall be included in CITY'S or its contractor's(s') actual overall SERVICE operating costs. CITY'S and/or its contractor's(s') equipment and facilities shall meet all requirements of applicable Federal, State, and local laws, including, but not limited to, the Americans with Disabilities Act of 1990.

Further, should CITY provide SERVICE by using contractor(s), CITY shall actively monitor its contractor's(s') compliance with the above-mentioned





## **EXHIBIT B – GENERAL REQUIREMENTS**

### 1. Termination of AGREEMENT

Without limiting the COUNTY'S right to terminate AGREEMENT immediately as provided in Section 5.C.4 and Section 10.B.4, this AGREEMENT may be terminated by CITY or COUNTY upon thirty (30) calendar days prior written notice. Upon termination, any financial liability due to CITY from COUNTY shall be paid to CITY no later than thirty (30) calendar days after receipt of invoice.

### 2. Unforeseen Conditions

CITY or its contractor(s) for SERVICE shall not be charged, nor shall DIRECTOR demand from them damages because of failure in providing SERVICE indicated in the AGREEMENT due to unforeseeable causes beyond the control and without the fault or negligence of CITY or its contractor(s). Such causes of excusable delay may include acts of Federal and/or State governments, acts of public enemies, fires, force of nature, loss of transportation facilities, loss of funding, epidemic, quarantine, restrictions, lock out, strikes, freight embargoes, and public road closures, but the excusable event shall only last as long as and to the extent that the excusable delay continues.

### 3. Assurance of Compliance with Civil Rights Laws

CITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT.

### 4. Governing Law

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California. CITY, or its contractor(s), shall comply with all applicable Federal, State, and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. CITY, or its contractor(s), shall indemnify and hold COUNTY harmless from and against any and all liability costs, damages, expenses including but not limited to defense costs and attorney's fees arising from any violation on the part of the CITY or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances. CITY, or its contractor(s), will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or required to operate said buses and bus equipment on public roads and streets. CITY, or its contractor(s), will comply with General Order No. 98A of the Public Utilities Commission, State of California, relating to the operation and maintenance of

buses and bus equipment. This AGREEMENT was drafted by both parties and any ambiguity shall not be construed against either party.

5. Indemnification and Insurance

- A. If CITY provides SERVICE itself, CITY shall indemnify, defend, and hold harmless COUNTY, its elected and appointed officers, agents, employees, and Special Districts from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing SERVICE, including, but not limited to maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. If CITY provides SERVICE through a contractor, CITY shall include in its contract with any contractor(s) providing SERVICE under this AGREEMENT a provision whereby the contractor(s) agrees to indemnify, defend, and hold harmless COUNTY and its Board of Supervisors, elected and appointed officers, employees, agents, and Special Districts on the same basis the contractor(s) indemnifies, defends, and holds harmless the CITY. CITY shall not be obligated to indemnify COUNTY for the active negligence of COUNTY.
- B. Without limiting CITY'S and CITY contractor's indemnification of COUNTY and during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S contractor(s) provides SERVICE, CITY shall ensure that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 5.C of Exhibit B. Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other insurance or self-insurance maintained by or for COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and shall contain the express condition that COUNTY is to be given written notice by registered mail at least forty-five (45) calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit F.

C. The CITY or its contractor(s), shall maintain the following insurance coverage:

1. Liability

Such insurance shall be endorsed naming COUNTY as an additional insured as follows:

The County of Los Angeles, its political subdivisions, agencies, entities, or organizations for which the Los Angeles County Board of Supervisors is the governing body, their agents, officers, and employees, as additional insureds.

This statement must appear exactly as written on all certificates of insurance for liability coverage.

Such insurance shall include:

- a) General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and contractual, independent contractor, and personal injury with a combined single-limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
  - i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
  - ii. If written on a claim form, CITY shall be required to provide an extended two (2)-year reporting period commencing upon termination or cancellation of this AGREEMENT.

A certificate evidencing such insurance coverage and an endorsement naming the COUNTY as additional insured thereunder shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

- b) Automobile liability insurance endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission but not less than the following:

- i. Seating capacity of sixteen (16) passengers or more (including driver) Five Million and 00/100 Dollars (\$5,000,000.00).
- ii. Seating capacity of fifteen (15) passengers or less (including driver) One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).
- iii. Taxicabs, as defined by Vehicle Code, Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per person, Three Hundred Thousand and 00/1000 Dollars (\$300,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars (\$50,000.00) property damage or a combined single-limit of Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

A certificate evidencing such insurance coverage, and an endorsement naming COUNTY as an additional insured thereunder, shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

2. Workers' Compensation and Employers' Liability

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with a One Million and 00/100 Dollar (\$1,000,000.00) limit, covering all persons CITY is legally required to cover.

A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

3. CITY Contractor(s)

Insurance requirements stated above apply to all CITY contractor(s) as well as CITY, provided, however, that DIRECTOR will accept evidence from CITY of self-insurance program, which meets the requirements stated above.

4. Failure to Procure Insurance

Failure on the part of CITY or CITY'S contractor(s) to procure or maintain required insurance shall constitute a material breach of contract upon which COUNTY may, at its sole and absolute discretion, immediately terminate this AGREEMENT.

6. Independent Program

This AGREEMENT is by and between CITY and COUNTY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between CITY and COUNTY.

CITY understands and agrees that all persons furnishing SERVICE pursuant to this AGREEMENT are, for purposes including but not limited to Workers' Compensation liability, employees solely of CITY and not of COUNTY.

CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation, and all other benefits required by law, to any person for injuries arising from or connected with SERVICE performed on behalf of CITY pursuant to this AGREEMENT.

7. Record Keeping and Reporting

CITY will provide access to daily ridership logs (i.e., drivers' and dispatchers' logs) or other operational records for SERVICE deemed necessary by DIRECTOR and shall provide copies thereof upon specific request by DIRECTOR. CITY shall report quarterly unincorporated COUNTY area ridership to DIRECTOR. CITY shall keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving SERVICE equipment or personnel while operating with COUNTY passengers shall be immediately reported to DIRECTOR. CITY shall maintain such operating and fiscal records as necessary to comply with MTA Proposition A requirements and procedures and shall maintain all records on file for a minimum of five (5) years following the term of this AGREEMENT. CITY shall provide to DIRECTOR copies of all GRANT and NTD reports as requested by MTA.

8. Audit and Reimbursement

If, at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY conduct an audit of CITY or CITY'S contractor(s) regarding the services provided to COUNTY per terms of this AGREEMENT and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference shall be either: 1) repaid forthwith by CITY to COUNTY by cash payment, or 2) at DIRECTOR'S option, credited against any future payments hereunder to CITY. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY by cash payment provided that in no event shall COUNTY'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

9. Modifications

AGREEMENT fully expresses all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

10. Jury Service Program

A. This AGREEMENT is subject to the provisions of the COUNTY'S Ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (See Exhibits F and G).

B. Written Employee Jury Service Policy

1. Unless CITY has demonstrated to COUNTY'S satisfaction either that CITY is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), CITY shall have and adhere to a written policy that provides that its employees shall receive from CITY, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CITY or that CITY deduct from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more in any twelve (12)-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12)-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the COUNTY under this AGREEMENT, the subcontractor shall also be subject to the

provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CITY shall immediately notify COUNTY if CITY at any time either comes within the Jury Service Program's definition of "Contractor" or if CITY no longer qualifies for an exception to the program. In either event, CITY shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this AGREEMENT and at its sole discretion, that CITY demonstrate to COUNTY'S satisfaction that CITY either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CITY continues to qualify for an exception to the program.
4. CITY'S violation of this Section of this AGREEMENT may constitute a material breach of this AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this AGREEMENT and/or bar CITY from the award of future COUNTY AGREEMENTS for a period of time consistent with the seriousness of the breach.

11. Safely Surrendered Baby Law

City shall notify and provide its employees, and shall require each subcontractor to notify and provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this AGREEMENT and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

CITY acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CITY understands that it is COUNTY'S policy to encourage all COUNTY Contractor's to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. CITY will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply CITY with poster to be used.

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## **EXHIBIT C – SERVICE REQUIREMENTS**

Operating hours of SERVICE shall be from 7 a.m. to 7 p.m. Monday through Friday and Saturdays from 9 a.m. to 4 p.m., except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. SERVICE shall be provided on an on-demand basis. Patrons of unincorporated COUNTY area shall be required to register with CITY or its contractor(s) before receiving SERVICE and shall be limited to thirteen (13) one (1)-way rides per quarter. The quarters are as follows: (1) July 1 through September 30, (2) October 1 through December 31, (3) January 1 through March 31, and (4) April 1 through June 30. Rides allocated to unincorporated COUNTY area patrons shall only be valid during the quarter they are issued and in no case subject to accumulation towards other quarters. Any rides taken by unincorporated COUNTY area patrons in excess of COUNTY'S ride limitation shall be paid by the rider at the legally established taxicab meter rate. Under no circumstances may any valid exceptions to these requirements be granted to patrons without the consent and direction of DIRECTOR.

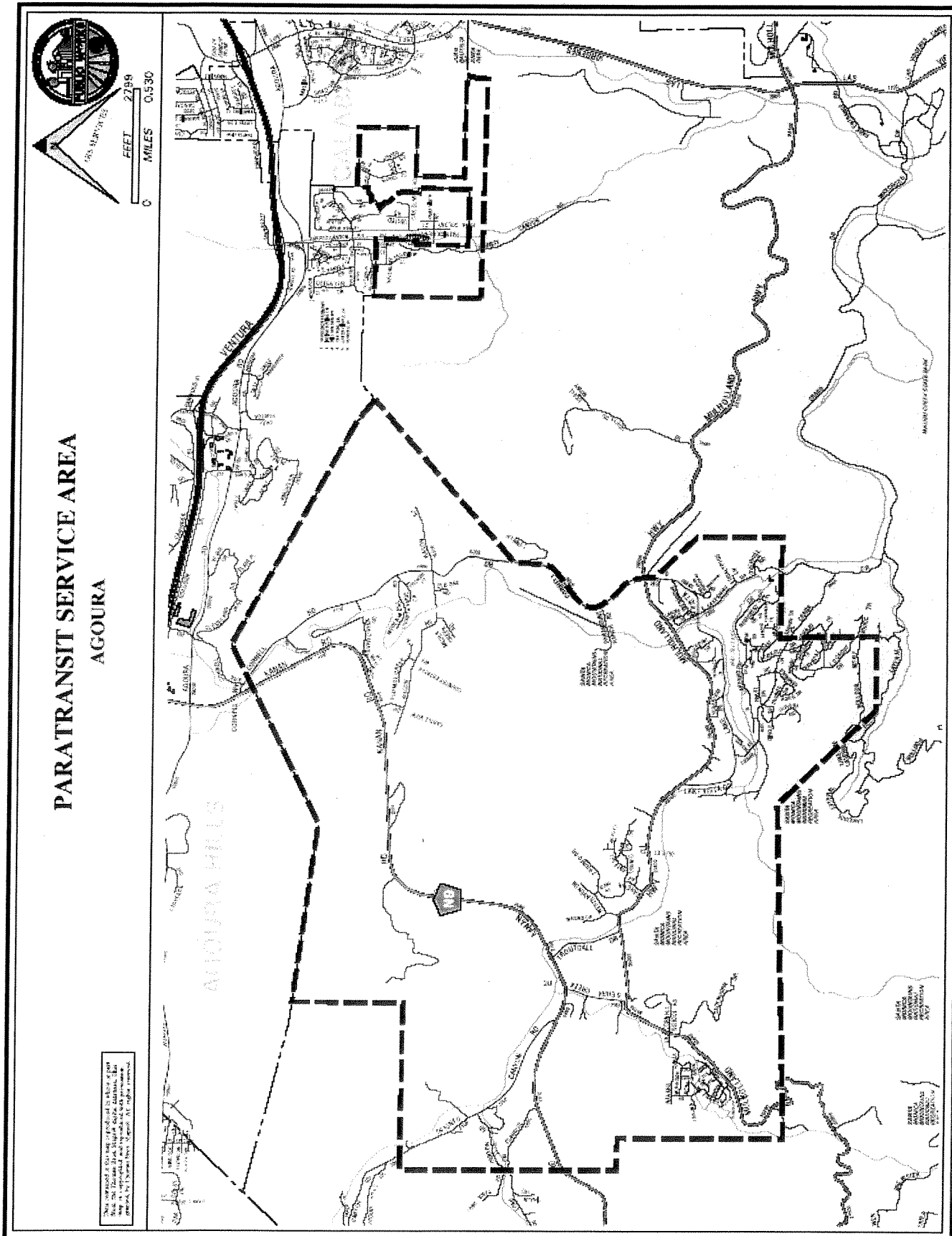
Patrons shall be picked up as soon as possible after the agreed-upon pickup time unless emergency conditions prevail. CITY will provide backup SERVICE to patrons in emergency situations when deemed necessary by CITY to satisfy needs and avoid disruption of normal SERVICE. Such backup SERVICE shall be provided at no additional cost to COUNTY. Group rides shall be emphasized and encouraged. SERVICE shall be provided to the general public. CITY and COUNTY shall determine eligibility of patrons and CITY shall maintain appropriate records (i.e., Application for Eligibility, List of Eligible Riders, etc.) and take any actions necessary to ensure that only eligible patrons use SERVICE.

### Area

SERVICE shall be provided to residents in parts of the unincorporated COUNTY area south of CITY as identified in Exhibit D.



**EXHIBIT D – SERVICE AREA MAP**



## **EXHIBIT E - FARES**

Unincorporated Los Angeles County residents will pay the following fares:

\$1.50 per one (1) - way-trip into or out of Agoura Hills or Oak Park

If it is determined that SERVICE may be improved by revisions to fares, COUNTY and CITY may plan and institute such changes jointly upon mutual consent within the term of this AGREEMENT after holding any public hearing(s) required by law.

## EXHIBIT F – EVIDENCE OF INSURANCE PROGRAMS

CITY shall submit to COUNTY evidence of satisfactory insurance programs' and vehicles' information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which, includes but not limited to, the following:
  - a. Full name of the insurer.
  - b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operators name.
  - c. Full name of program (example: Hometown Happy Seniors' Dial-A-Ride).
  - d. Insurance policy number.
  - e. Type(s) and limit(s) of liability coverage.
  - f. Certificate issue date.
  - g. Certificate expiration date.
  - h. Condition that the insurer shall notify COUNTY in writing at least forty-five (45) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable.
  - i. Signature of an agent authorized to do business with the insurer.
2. Copies of endorsements for each policy or program insurance naming the COUNTY as the additional insured as follows:

The County of Los Angeles, its political subdivisions, agencies, entities, or organizations for which the Los Angeles County Board of Supervisors is the governing body, their agents, officers, and employees as additional insureds.



## **EXHIBIT G – JURY SERVICE ORDINANCE**

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Chapter 2.203 is hereby added to read as follows:

### **Chapter 2.203**

#### **CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.** The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

**2.203.020 Definitions.** The following definitions shall be applicable to this Chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/1000 Dollars (\$50,000.00) or more in any twelve (12)-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the County, but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this Chapter; or
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or

3. A purchase made through a State or Federal contract; or
  4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A nonagreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100, or a successor provision.
- D. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

**2.203.030 Applicability.** This Chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This Chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this Chapter only if the solicitations for such contracts stated that the Chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.** A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the

contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this Chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this Chapter and shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this Chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies.** For a contractor's violation of any provision of this Chapter, the County department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the Board of Supervisors the termination of the contract; and/or
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

**2.203.070 Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This Chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This Chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten (10) or fewer employees during the contract period; and
  - 2. Has annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.





## EXHIBIT H – JURY SERVICE FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b>		
<b>Solicitation For (Type of Goods or Services):</b>		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

### Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

**No shame.  
No blame.  
No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

# EXHIBIT I – SAFELY SURRENDERED BABY LAW POSTERS

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

## **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
*(Health and Human Services Agency)*  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
*(Department of Social Services)*  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito  
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

## ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

## ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

## ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

## ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

## ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

## Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*