

REPORT TO THE CITY COUNCIL

DATE: JUNE 8, 2011

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: LOUIS CELAYA, ASSISTANT TO THE CITY MANAGER

SUBJECT: APPROVAL OF AGREEMENT WITH LOS ANGELES COUNTY TO PROVIDE PARATRANSIT (DIAL-A-RIDE) SERVICE

Over the past few years, the City has contracted with Los Angeles County to provide general public paratransit service to the nearby unincorporated County areas. In return, Los Angeles County reimburses the City for the service in an amount not-to-exceed one hundred ninety-five thousand dollars (\$195,000) each fiscal year. The City receives approximately forty seven thousand (\$47,000) to forty nine thousand (\$49,000) dollars annually from Los Angeles County.

The City will continue to provide this service through the existing Dial-A-Ride Program. The service will be limited to thirteen (13) one-way rides per person over a three-month period. City staff reviews monthly invoice statements and bills Los Angeles County accordingly, and funding is received from Los Angeles County, which helps operate our current Dial-A-Ride Program at a minimal cost.

Another three-year agreement between Los Angeles County and the City of Agoura Hills to provide general public paratransit service for the period of July 1, 2011, through June 30, 2014 is being requested.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve and sign the proposed agreement between Los Angeles County and the City of Agoura Hills for general public paratransit service from July 1, 2011 through June 30, 2014.

Attachment: Cooperative Agreement By and Between County of Los Angeles and City of Agoura Hills for Agoura Hills Paratransit Service

COOPERATIVE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF AGOURA HILLS

FOR

AGOURA HILLS PARATRANSIT SERVICE

FISCAL YEARS 2012-2014

AGOURA HILLS PARATRANSIT SERVICE

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A G R E E M E N T

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:

W I T N E S S E T H

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 (LACMTA) 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, Internal Revenue Service Notice 1015, Exhibit G; Evidence of Insurance Programs; Exhibit H, Contractor Employee Jury Service Ordinance; Exhibit I, Contractor Employee Jury Service Form; and Exhibit J, Safely Surrendered Baby Law Fact Sheet; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2011, through June 30, 2014.

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 _____, 2011, and by the DIRECTOR OF PUBLIC WORKS on _____, 2011, pursuant to authority delegated by the BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES on May 17, 2011, Item No. 38.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
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; and 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, 2011, through June 30, 2014.

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 County unincorporated community patrons, less actual cash fares collected from County unincorporated community patrons plus an administrative cost equal to the cost of one 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-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 One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,000.00). The budget for Fiscal Year 2011-12 will be Sixty Thousand and 00/100 Dollars (\$60,000.00), the budget for Fiscal Year 2012-13 will be Sixty Five Thousand and 00/100 Dollars (\$65,000.00), and the budget for Fiscal Year 2013-14 will be Seventy Thousand and 00/100 (\$70,000.00).

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 LACMTA 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 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 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 30 calendar days of the end of each quarter. Subject to acceptance and approval of claim by COUNTY, payment will normally be made within 30 calendar days of approval.

7. Marketing

CITY shall work with COUNTY in promoting SERVICE to eligible County unincorporated community residents. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the

County unincorporated community 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 ongoing 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-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)' compliance with the above-mentioned equipment requirements and shall, at all times during the term of this AGREEMENT, ensure that such requirements are satisfied.

11. Recordkeeping 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 accidents, defined by law as reportable 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 LACMTA Proposition A requirements and procedures and shall maintain all records on file for a minimum of five years following the term of this AGREEMENT. CITY shall be responsible for collection of National Transit Database (NTD) data, formerly Section 15, on behalf of COUNTY. CITY shall prepare and submit quarterly and annual NTD reports, including unincorporated COUNTY areas served, in accordance with the Federal Transit Administration NTD guidelines to LACMTA with a copy forwarded to DIRECTOR.

12. 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.

EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this AGREEMENT and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this AGREEMENT and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the AGREEMENT, Scope of Work, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

AGREEMENT The written agreement covering the performance of the SERVICE and the furnishing of labor, materials, supervision, and equipment in the performance of the SERVICE.

BOARD The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

CITY The City of Agoura Hills.

Contractor The person or persons, sole proprietor, partnership, joint venture, corporation or other entity who has entered into AGREEMENT with the CITY to perform or execute SERVICES covered herein.

COUNTY Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day Calendar day(s) unless otherwise specified.

DIRECTOR The Director of Public Works or her designee, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s) and designee.

District Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Fiscal Year The 12-month period beginning July 1 and ending the following June 30.

Public Works County of Los Angeles Department of Public Works.

SERVICE The entire contemplated SERVICE work scope rendered as prescribed in the Scope of Service and covered by this AGREEMENT.

Specifications The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this AGREEMENT.

Subcontract An agreement by Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor at any tier.

Subcontractor Any individual, person or persons, sole proprietor, firm, partnership, joint venture, company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this agreement, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

1. For any change, which affects the scope of service, AGREEMENT sum, payments, or any term or condition included in this AGREEMENT, an amendment shall be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR and CITY.
2. BOARD or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. COUNTY reserves the right to add and/or change such provisions as required by BOARD or the Chief Executive Officer.

To implement such changes, an amendment to this AGREEMENT shall be prepared by Public Works for execution by CITY and DIRECTOR.

3. COUNTY may, at its sole discretion, authorize extensions of time to this AGREEMENT'S term. CITY agrees that such extensions of time shall not change any other term or condition of this AGREEMENT during the period of such extensions. To implement an extension of time, an amendment to this AGREEMENT shall be prepared and executed by CITY and BOARD or if delegated by BOARD, DIRECTOR and CITY. To the extent that extensions of time for CITY performance do not impact either scope or cost of this AGREEMENT, DIRECTOR may, at his sole discretion, grant CITY extensions of time provided; however, the aggregate of all such extensions during the life of this AGREEMENT shall not exceed 60 days.

B. Budget Reduction

In the event that the BOARD adopts, in any fiscal year, a COUNTY budget which provides for reduction in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this AGREEMENT correspondingly for that fiscal year and any subsequent fiscal year during the term of this AGREEMENT (including any extensions) and the services to be provided by CITY under this AGREEMENT shall also be reduced correspondingly. COUNTY'S notice to CITY regarding said reduction in payment obligation shall be provided within 30 calendar days of the BOARD'S approval of such actions. Except as set forth in the preceding sentences, CITY shall continue to provide all of the services set forth in this AGREEMENT.

C. Compliance with Applicable Laws

1. CITY, or its Contractor, shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference.
2. CITY, or its Contractor, shall defend, indemnify and hold COUNTY harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs and attorney's fees arising from, or related to any violation on the part of CITY or its employees, agents, or Contractors of any such laws, rules, regulations, ordinances, or directives.

3. CITY, or its Contractor, 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.

D. 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 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin 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. CITY shall comply with its Equal Employment Opportunity Certification.

E. Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

CITY acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CITY understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. COUNTY'S Child Support Services Department will supply CITY with the poster to be used.

F. Employment Eligibility Verification

1. CITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this AGREEMENT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CITY shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CITY shall retain all such documentation for all covered employees for the period prescribed by law.
2. CITY shall indemnify, defend, and hold harmless, COUNTY, its BOARD, agents, officers, and employees from employer sanctions and any other liability which may be assessed against CITY or COUNTY or both in connection with any alleged violation of Federal

or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

G. No Payment for Services Provided Following Expiration/Suspension/Termination of AGREEMENT

CITY shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CITY after the expiration, suspension, or termination of this AGREEMENT. Should CITY receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/suspension/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from CITY. This provision shall survive the expiration/suspension/termination of this AGREEMENT.

H. Notice to Employees Regarding the Federal Earned Income Credit

CITY shall notify its employees, and shall require each Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

I. Recordkeeping

CITY will retain all records relating to this AGREEMENT for a minimum period of five years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records shall be in accordance with the State Uniform System of Accounting.

J. Recycled-Content Paper Products

Consistent with BOARD policy to reduce the amount of solid waste deposited at COUNTY landfills, CITY agrees to use recycled-content paper to the maximum extent possible for this SERVICE.

K. Warranty Against Contingent Fees

1. CITY warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by CITY for the purpose of securing business.

2. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Terminations

A. Termination/Suspension of AGREEMENT

The parties reserve the right to suspend or terminate any or all portions of SERVICE in this AGREEMENT for any reason upon giving 30 calendar day's written notice to the other two parties.

B. Termination/Suspension for Improper Consideration

1. DIRECTOR may, by written notice to CITY, immediately suspend or terminate the right of CITY to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by CITY, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT, or the making of any determinations with respect to CITY'S performance pursuant to this AGREEMENT. In the event of such suspension or termination, COUNTY shall be entitled to pursue the same remedies against CITY as it could pursue in the event of default by CITY.
2. CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

C. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CITY'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until BOARD appropriates funds for this AGREEMENT in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT may be suspended or terminated as of June 30 of the last fiscal year for which

funds were appropriated. COUNTY will notify CITY in writing of any such non-allocation of funds at the earliest possible date.

4. Indemnification and Insurance Requirements

- A. In addition to all other indemnities in favor of COUNTY in this AGREEMENT, CITY shall indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees, and its special districts, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of CITY, or its contractor(s) in connection with the SERVICE, including, but not limited to maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense. CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

In addition, without limiting the CITY'S foregoing indemnity in favor of COUNTY, if CITY provides SERVICE through a Contractor, CITY shall use its best effort to include in its contract with any Contractor(s) providing SERVICE under this AGREEMENT a provision with the above terms whereby the Contractor(s) agree(s) to indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees, and special districts, as third-party beneficiaries, on the same basis the CITY indemnifies, defends, and holds harmless the COUNTY under this AGREEMENT.

- B. Without limiting CITY'S and CITY Contractor's indemnification of COUNTY, during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S Contractor 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 4.E.

Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other 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 30 calendar days in advance of any modification or termination of

insurance. Evidence of insurance program(s) shall be as specified in Exhibit G.

- C. The parties agree that the General Services Agreement No. 76133, Assumption of Liability Agreement approved by the Los Angeles County Board of Supervisors on December 27, 1977, and that retain Joint Indemnity Agreement approved by the Los Angeles County Board of Supervisors on October 8, 1991, shall not apply in relation to the SERVICE.
- D. The CITY'S obligations to indemnify, defend, and hold harmless in this AGREEMENT in favor of COUNTY shall survive the termination or expiration of this AGREEMENT.
- E. 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 County of Los Angeles Board of Supervisors is the governing body, their agents, officers, and employees as additional insured.

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 times the above-required occurrence limit.
 - ii. If written on a claim form, CITY shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.

A certificate evidencing such insurance coverage and an endorsement naming 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 16 passengers or more (including driver), Ten Million and 00/100 Dollars (\$10,000,000.00).
 - ii. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars (\$5,000,000.00).
 - iii. Taxicabs, as defined by Vehicle Code Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per person, One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars (\$50,000.00) property damage, or a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00).

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

2. Workers' Compensation

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 Dollars (\$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.

5. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of 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. Exhibits G and H include the Jury Service Ordinance and Jury Service Form.

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 Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program (Section 2.203.070 of 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 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 COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of Fifty Thousand 00/100 Dollars (\$50,000.00) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CITY. "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 COUNTY or 2) CITY 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 12 month period are not considered full-time for purposes of the Jury Service Program. If CITY uses any Contractor to perform services for COUNTY under this AGREEMENT, Contractor shall

also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such contract 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 Jury Service 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 Jury Service Program.

4. CITY'S violation of this Section of AGREEMENT may constitute a material breach of AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate AGREEMENT and/or bar CITY from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

6. Safely Surrendered Baby Law Program

A. Contractor's Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

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 Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. CITY will also encourage its Contractors, if any, to post this poster in a prominent position in the Contractor's place of business. COUNTY'S Department of Children and Family Services will supply CITY with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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 13 one-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 County unincorporated community 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 County unincorporated community 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 County unincorporated community south of CITY as identified in Exhibit D.

EXHIBIT E – FARES

Unincorporated Los Angeles County residents will pay the following fares:

\$1.50 per one-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 - INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

EXHIBIT G – EVIDENCE OF INSURANCE PROGRAMS

CITY shall submit to COUNTY evidence of satisfactory insurance programs' and vehicle's(s) 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 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 insured.

EXHIBIT H – 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 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 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 Executive 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 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 Executive Officer shall be responsible for the administration of this Chapter. The Chief Executive 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 or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding 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 I – 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.

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

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

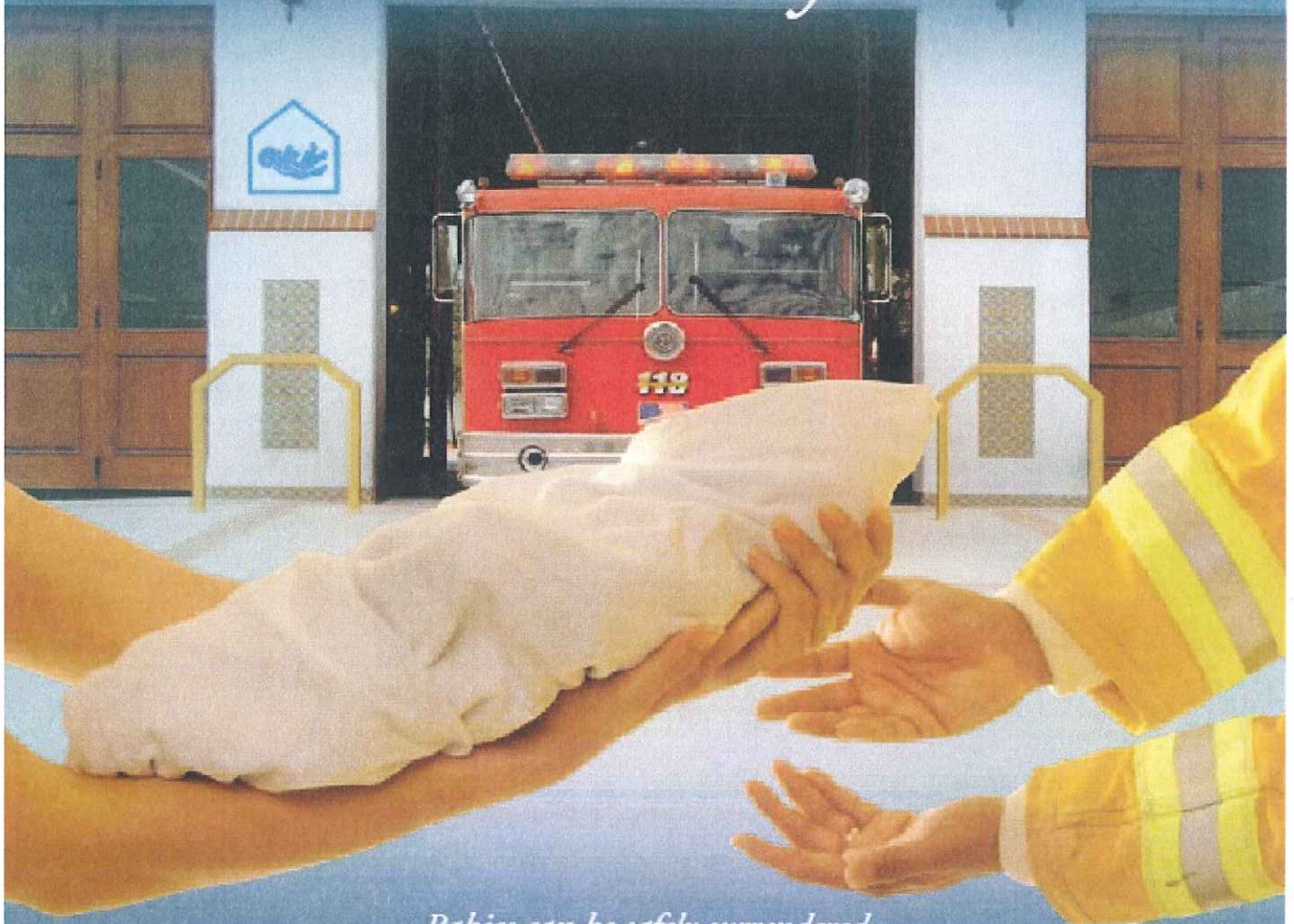
Part II - Certification of Compliance

- 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.

Print Name:	Title:
Signature:	Date:

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT J – SAFELY SURRENDERED BABY LAW FACT SHEET

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

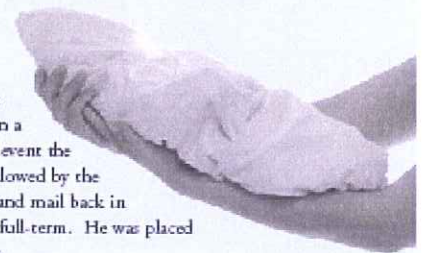
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT J – SAFELY SURRENDERED BABY LAW FACT SHEET

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

