



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 8, 2006

IN REPLY PLEASE
REFER TO FILE: PD-5

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

Dear Supervisors:

**MARINA DEL REY SUMMER SHUTTLE PILOT PROJECT
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
FISCAL YEARS 2006-07 AND 2007-08
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Marina del Rey Summer Shuttle Pilot project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the use of a sole source contract to provide the Marina del Rey Summer Shuttle Pilot service is in the best interest of the County.
3. Authorize the Director of Public Works, or his designee, to negotiate and execute an Agreement substantially similar to the enclosed Agreement with the Playa Capital Company, LLC, for the operation of the Marina del Rey Summer Shuttle Pilot project from July 1, 2006, through June 30, 2007; with a one-year option for the summer season of 2007 ending on June 30, 2008, and to act as agent for the County of Los Angeles when conducting business with the Playa Capital Company, LLC, on any and all matters related to this Agreement, including negotiating and signing any amendments.

4. Authorize the Director, or his designee, to disburse up to \$15,000 per year for this service. The necessary funds are available in the Fourth Supervisorial District's Proposition A Local Return Transit Program, included in the proposed Fiscal Years 2006-07 and 2007-08 Transit Enterprise Fund Budgets.
5. Delegate authority to the Director of Public Works, or his designee, to expend up to an additional 20 percent of the Agreement's Maximum Obligation for unforeseen additional work within the scope of the Agreement, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide shuttle service for the Marina del Rey community for the summer season of 2006, with an option to continue it for the 2007 summer season. This action also delegates authority to the Director of Public Works, or his designee, to execute an Agreement, substantially similar to the enclosed Agreement, with the Playa Capital Company, LLC, for operation of this service.

In April 2006, the Department of Beaches and Harbors requested Public Works' assistance in developing a public transit shuttle to provide service within the Marina del Rey area during the 2006 summer season. This proposed service will provide increased public transit options to and throughout the Marina and provide connections to the Department of Beaches and Harbors "Water Taxi Service."

The planned schedule for this pilot shuttle service is from 8:15 a.m. to 8:15 p.m. on Saturdays, Sundays, and holidays beginning Saturday, July 1, 2006, through Labor Day, Monday, September 4, 2006. The service will also operate from 5 p.m. to 11 p.m. on four Thursday evenings and from 8:15 p.m. to 11 p.m. on four Saturday evenings for the Department of Beaches and Harbors "Concerts in the Park" series. The days of operation for the 2007 summer season will be set at a later date.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility and Service Excellence. By piggybacking this service on an existing shuttle service provided by the Playa Capital Company, LLC, it will effectively provide a new transit service in a timely and responsive manner, thereby improving the quality of life for County residents and visitors to the Marina del Rey area.

FISCAL IMPACT/FINANCING

The cost for the Marina del Rey Summer Shuttle Pilot project is estimated to be \$15,000 per summer season, plus an additional 20 percent for any unanticipated service costs. The necessary funds are available in the Fourth Supervisorial District's Proposition A Local Return Transit Program, included in the proposed Fiscal Years 2006-07 and 2007-08 Transit Enterprise Fund Budgets. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A copy of the draft Agreement is attached. Prior to execution by the Director of Public Works, or his designee, the Agreement will be properly signed by the Playa Capital Company, LLC, and approved as to form by County Counsel.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) and the Proposition A Contracting Ordinance (Los Angeles County Code Chapter 2.121) do not apply to this recommended Agreement, which is for services required on a part-time and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080 (b) (10).

CONTRACTING PROCESS

This pilot Marina del Rey Summer Shuttle service is being contracted as a sole source contract. Due to the short time frame in meeting the service implementation date and the lack of both residential and visitor transit passenger data for the Marina del Rey area, Public Works was unable to complete a competitive bid process. Public Works met with several public transit agencies that provide fixed route public transit service in the Marina del Rey area including the Los Angeles County Metropolitan Transportation Authority, Culver City Transit, City of Los Angeles Department of Transportation, Santa Monica Big Blue Bus, and the Playa Capital Company, LLC, to determine if any of them were able and willing to provide summer shuttle service within the Marina. The Playa Capital Company, LLC, was the only agency that expressed interest in providing the service. Accordingly, we have developed the proposed pilot shuttle service by piggybacking on an existing shuttle service provided by the Playa Capital Company,

LLC, a Delaware Limited Liability Company, for the Playa Vista master planned community. The Playa Capital Company, LLC, competitively bid this service two years ago and has annually negotiated a service rate with the low-cost bidder for service. The hourly service rate that the Playa Capital Company, LLC, will be paying their subcontractor this summer is within the same range that Public Works receives when Public Works bids a fixed route public transit service. By piggybacking on the Playa Capital Company's existing contract, we are receiving a cost-effective service because we are only paying approximately one-half of the cost of the service.

County service contract general requirements were reviewed for applicability for this Agreement. The Playa Capital Company, LLC, has agreed to incorporate most of the required County contracting language in the Agreement such as the Assurance of Compliance with Civil Rights Law, Conflict of Interest, Contractor's Charitable Activities Compliance, Insurance and Indemnification, and the Safely Surrendered Baby Law language. They have also agreed to include the Nondiscrimination in Employment requirement after revising it to be exclusive to this service. Some County service contract requirements were omitted. In addition to the Contractor Employee Jury Service Program described below, the Playa Capital Company, LLC, requested to be excluded from County contracting requirements such as: Consideration of Hiring County Employees Targeted for Layoff, Consideration of Hiring GAIN/GROW Employees, Child Support Program, Child Labor Law, Termination for Improper Consideration, No Payment for Services Following Expiration or Termination of Contract, and Contractor Responsibility and Debarment.

Based on the Chief Administrative Office's June 19, 2002, Implementation Instructions for the Contractor Employee Jury Service Program, this pilot shuttle service does not qualify as a full-time service subject to the Jury Service Program because it is a short-term, temporary service of less than 90 days or less than a twelve (12)-month period. Playa Capital Company, LLC, will be subcontracting the actual operation of the shuttle service to Southland Transit Inc. Southland Transit, Inc., has other transit agreements with the County where they have certified that they will meet the requirements of the Contract Employee Jury Service Program.

After the completion and evaluation of the two-year pilot project and if continuing the service is justified, Public Works will begin a competitive solicitation process to continue this service. This competitive solicitation process will require that the selected contractor abide by all County contracting requirements.

The Honorable Board of Supervisors
June 8, 2006
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Marina del Rey Shuttle service will not affect County personnel and provides for the start of the Marina del Rey Summer Shuttle Pilot project this summer.

CONCLUSION

Upon approval, please return two adopted copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

JRZ:sc

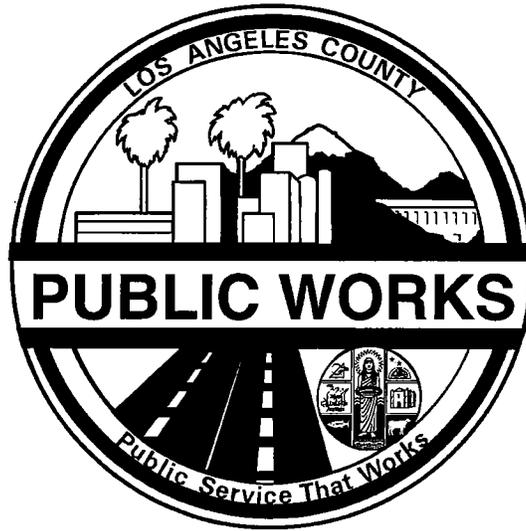
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Enc.

cc: Beaches and Harbors (Barry Kurtz)
Chief Administrative Office
County Counsel

AGREEMENT



BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PLAYA CAPITAL COMPANY, LLC

FOR

THE MARINA DEL REY SHUTTLE SERVICE

MARINA DEL REY SHUTTLE AGREEMENT

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A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the PLAYA CAPITAL COMPANY, LLC, a Delaware Limited Liability Company, (hereinafter referred to as PCC), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, PCC provides a summer season shuttle service between the Playa Vista master planned community and the City of Los Angeles' Venice Beach Pier with limited stops within Marina del Rey from Memorial Day through Labor Day each year; and

WHEREAS, COUNTY desires to encourage the use of public transportation within, to, and from the unincorporated County community of Marina del Rey and to improve the mobility options of residents and visitors during peak periods on weekends, holidays and in support of special events; and

WHEREAS, PCC and COUNTY mutually agree that it is in the public interest to provide a Summer season pilot demonstration shuttle service between the community of Playa Vista, the unincorporated County community of Marina del Rey, and the Venice Beach Pier as defined in this AGREEMENT and Exhibit A, (hereinafter referred to as SERVICE), and

WHEREAS, PCC is willing to provide SERVICE by expanding their planned service dates, times, bus stop locations, and travel frequency within the unincorporated COUNTY community of Marina del Rey on a demonstration basis; and

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

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

FIRST: PCC, for the consideration hereafter set forth and the acceptance by Board of Supervisors (hereinafter referred to as BOARD) of said COUNTY, hereby agrees to provide SERVICES as described in AGREEMENT and the attached Exhibit A, Scope of SERVICE.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C, SERVICE Requirements; Exhibit D, Route Map; Exhibit E, Safely Surrendered Baby Law Posters, Exhibit F, Charitable Contributions Certification; and Exhibit G, Conflict of Interest Certification; all attached hereto, constitute the entire AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by PLAYA CAPITAL COMPANY, LLC, a Delaware Limited Liability Company 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, on _____, 2006, Board Action_____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

PLAYA CAPITAL COMPANY, LLC
A Delaware Limited Liability Company

By _____
President

By _____
Chief Financial Officer

EXHIBIT A - SCOPE OF SERVICE

1. SERVICE

PCC or its contractor(s) shall furnish SERVICE at such times and places as defined in Exhibit C along the SERVICE route shown in Exhibit D.

2. Term of SERVICE

The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2006, through June 30, 2007. After this initial term and at the discretion of the COUNTY, this AGREEMENT may be extended for one additional year from July 1, 2007, through June 30, 2008, not to exceed a total term of service of two years.

3. Routing and Scheduling

PCC and COUNTY have cooperatively established SERVICE requirements and area within PCC'S available transportation capacity as described in Exhibit C and Exhibit D. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, DIRECTOR, and PCC shall plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

4. Fares

SERVICE shall not charge a fare. If it is determined that SERVICE may be improved by charging a fare, DIRECTOR and PCC may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

5. Payment for SERVICE

A. SERVICE Cost

Subject to COUNTY'S MAXIMUM OBLIGATION DESCRIBED BELOW, COUNTY agrees to pay, upon receipt of claim and documentation thereof from PCC, one-half of PCC actual costs to operate the base service and two-thirds of PCC actual costs to operate the extended hours for the Concerts in the Park series as described in Exhibit C. COUNTY agrees to pay twenty-five percent (25%) of the actual cost to print the COUNTY approved decals for the SERVICE vehicle. The cost of SERVICE shall be calculated based on the PCC'S contract costs to operate SERVICE. Contract costs of SERVICE consists of the actual amounts charged by PCC's contractor, Southland Transit, Inc., to provide SERVICE and the actual amount PCC is charged to print COUNTY approved decals for the SERVICE vehicles.

B. Maximum Obligation

COUNTY'S maximum obligation under this AGREEMENT is Fifteen Thousand and 00/100 Dollars (\$15,000.00) for Fiscal Year 2006-07 and Fifteen Thousand and 00/100 Dollars (\$15,000.00) for Fiscal Year 2007-08 or such greater amounts as BOARD may approve. In no event shall the aggregate total amount of compensation paid to PCC exceed the amount of compensation authorized by BOARD. COUNTY'S obligations under this AGREEMENT are subject to availability of funds in each fiscal year's budget for the term of this AGREEMENT.

6. Claims for SERVICE

PCC shall submit claims for payment along with documentation of claim, in the form and number required by COUNTY, within thirty (30) calendar days of the end of each month. Said documentation will include, at a minimum, copies of all invoices submitted by PCC's contractor for SERVICE. Subject to acceptance and approval of claim by COUNTY, payment will normally be made within thirty (30) calendar days of approval.

7. Marketing

PCC shall work with COUNTY in promoting SERVICE. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the unincorporated COUNTY area residents shall include language that indicates that COUNTY is cooperatively financing SERVICE.

8. Safety Program

PCC shall provide or require its contractor to 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 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 PCC or PCC'S contractor(s), PCC 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. PCC shall have the right to request DIRECTOR to advise PCC prior to such action.

PCC 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

PCC shall require that its contractor(s) (a) 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 and (b) cause all vehicles and equipment to be maintained in good and clean condition, including air-conditioning and lift-equipment. The cost of spare vehicles shall be included in PCC'S or its contractor's(s') actual overall SERVICE operating costs. PCC'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 PCC provide SERVICE by using contractor(s), PCC shall actively monitor its contractor's(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. Project Managers

PCC'S Project Manager will be Marc Huffman, Executive Director or his/her designee. COUNTY will be notified if there is a change in PCC'S Project Manager.

COUNTY'S Project Manager will be DIRECTOR. DIRECTOR'S current designee is Mr. David N. Stringer of Programs Development Division, who may be contacted at (626) 458-3968 or by e-mail at dstring@ladpw.org, Monday through Thursday, 7 a.m. to 5:45 p.m. PCC will be notified if there is a change in COUNTY'S Project Manager.

12. COUNTY Approval of PCC Operating Contact and Contractor

COUNTY has received and reviewed the Contract dated May 2006, by and between PCC and Southland Transit, Inc. (Contractor), and hereby approves of (a) Contractor as the provider of SERVICE and (b) hereby confirms that the

Contract, once amended to provide indemnification and insurance to COUNTY as herein required, satisfies all requirements of COUNTY herein specified.

EXHIBIT B – GENERAL REQUIREMENTS

1. Termination of AGREEMENT

Without limiting COUNTY'S right to terminate AGREEMENT immediately as provided in Section 17.C.4, Indemnification and Insurance of Exhibit B, this AGREEMENT may be terminated by PCC or COUNTY upon thirty (30) calendar days prior written notice. Upon termination, any financial liability due to PCC from COUNTY shall be paid to PCC no later than thirty (30) calendar days after receipt of invoice.

2. Unforeseen Conditions

PCC 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 PCC 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

PCC hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, Title 42 of the United States Code, 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. Conflict of Interest

- A. PCC represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this AGREEMENT, and no spouse or economic dependent of such employee is or shall be employed in any capacity by PCC herein or does or shall have any direct or indirect financial interest in this AGREEMENT.
- B. PCC represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this AGREEMENT will not violate those provisions. PCC must sign and adhere to the "Conflict of Interest Certification" (Form PW-5 in Exhibit G).

5. Nondiscrimination in Employment

- A. PCC certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
- B. PCC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- C. PCC certifies and agrees that with respect to SERVICE and the subject matter of this Agreement it will deal with its contractors, subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- D. PCC certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, 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.
- E. PCC shall, with respect to all employees providing services under this Agreement, allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by COUNTY.
- F. If COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of this AGREEMENT upon which COUNTY may terminate or suspend this AGREEMENT. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that PCC has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by COUNTY that PCC has violated the antidiscrimination provisions of this AGREEMENT.

G. The parties agree that in the event PCC violates the antidiscrimination provisions of this AGREEMENT, COUNTY shall, at its sole option, be entitled to a sum of Five Hundred and 00/100 Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this AGREEMENT.

6. Compliance with Applicable Laws

- A. PCC, 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.
- B. PCC, 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 PCC or its employees, agents, contractors, or subcontractors of any such laws, rules, regulations, directives, or ordinances.
- C. PCC, 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.
- D. PCC, 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.

7. Governing Law

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California.

8. Validity

If any portion, provision, or part of this AGREEMENT is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this AGREEMENT, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

9. Waiver

No waiver by the COUNTY of any breach of any provision of this AGREEMENT shall constitute a waiver of any other breach of such provision. Failure of the COUNTY to enforce at anytime, or from time to time, any provision of this AGREEMENT shall not be construed as a waiver thereof. The rights and remedies

set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

10. COUNTY Termination for Convenience

It is not the intent of COUNTY to terminate this AGREEMENT before the completion of all items except for sound business reasons of which COUNTY shall be the sole judge; however, and notwithstanding:

- A. COUNTY may at any time terminate this AGREEMENT, or any portion thereof, without liability (except as hereinafter provided) by delivering to PCC written notice specifying the desired termination date at least thirty (30) calendar days in advance thereof.
- B. If this AGREEMENT is terminated, PCC shall, within thirty (30) calendar days of the Notice of Termination, complete those items of work which are in various stages of completion, which DIRECTOR determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by PCC under this AGREEMENT shall be delivered to COUNTY upon request and shall become the property of COUNTY.

11. PCC Termination for Convenience

It is not the intent of PCC to terminate this AGREEMENT before the completion of all items except for sound business reasons of which PCC shall be the sole judge; however, and notwithstanding PCC may at any time terminate this AGREEMENT, or any portion thereof, without liability (except as hereinafter provided) by delivering to COUNTY written notice specifying the desired termination date at least thirty (30) calendar days in advance thereof.

12. Notifications

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

Playa Capital Company, LLC
5510 Lincoln Boulevard, Suite 100
Playa Vista, CA 90094
Attention Marc Huffman

Mr. David N. Stringer
Transit Manager
Transit Operations Section
Programs Development Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

13. Changes and Amendments of Terms

COUNTY reserves the right to change any portion of the work required under this AMENDMENT, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- A. For any change, which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this AGREEMENT, a Change Notice shall be prepared and signed by DIRECTOR and PCC.
- B. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this AGREEMENT, a negotiated modification to this AGREEMENT shall be executed by the BOARD and PCC or if delegated by the BOARD, the DIRECTOR and PCC.
- C. To the extent that extensions of time for PCC performance do not impact either scope or cost of this AGREEMENT, DIRECTOR may, at his sole discretion, grant PCC extensions of time provided; however, that the aggregate of all such extensions during the life of this AGREEMENT shall not exceed sixty (60) calendar days.
- D. The BOARD or COUNTY's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this AGREEMENT. COUNTY reserves the right to add and/or change such provisions as required by the BOARD or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by PCC and DIRECTOR.

14. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (see Form PW-12 in Exhibit F), COUNTY seeks to ensure that all COUNTY contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (Los Angeles County Code Chapter 2.202).

15. Labor

No person shall be employed on any work under this AGREEMENT who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to

DIRECTOR. Any such person shall be reassigned immediately and not again employed on COUNTY projects.

16. Independent Contractor Status

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

PCC understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of PCC, or its contractors, respectively and not of COUNTY.

PCC, or its contractors, respectively 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 services performed pursuant to this AGREEMENT.

17. 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.

18. Indemnification and Insurance

- A. If PCC provides SERVICE itself, PCC 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 PCC, 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. If PCC provides SERVICE through a contractor, PCC 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 PCC, and specifically identifying the indemnity provision. PCC shall not be obligated to indemnify COUNTY for the active negligence of COUNTY.

B. Without limiting PCC'S and PCC contractor's indemnification of COUNTY and during the term of this AGREEMENT, PCC shall provide and maintain, or if PCC'S contractor(s) provides SERVICE, PCC shall require that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 17.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 programs maintained by or for COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT. PCC shall require that its contractor(s) maintains said insurance and does not allow it to expire unless PCC and COUNTY are given written notice at least thirty (30) calendar days in advance of any modification or termination of insurance.

C. The PCC 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 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 (3) times the above-required occurrence limit.
- ii. If written on a claim form, PCC 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 PCC providing SERVICE hereunder.

- b) Automobile liability insurance endorsed for all owned, hired, and non-owned vehicles in an amount 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 PCC 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 PCC is legally required to cover.

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

3. PCC Contractor(s)

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

4. Failure to Procure Insurance

Failure on the part of PCC or PCC'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.

19. Record Keeping and Reporting

PCC will, or require its contractor to, 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. PCC shall report unincorporated COUNTY area ridership to DIRECTOR for the period of PCC operation by September 30 of each year. PCC 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'S Project Manager.

20. 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 PCC or PCC'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 PCC, then PCC agrees that the difference shall be either: (1) repaid forthwith by PCC to COUNTY by cash payment, or (2) at DIRECTOR'S option, credited against any future payments hereunder to PCC. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments

made by COUNTY to PCC, then the difference shall be paid to PCC by COUNTY by cash payment provided that in no event shall COUNTY'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

21. 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.

22. Notice to Employees Regarding the Safely Surrendered Baby Law

PCC 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 E of this AGREEMENT and is also available on the internet at www.babysafela.org for printing purposes.

PCC acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. PCC 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. PCC 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 PCC with poster to be used.

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EXHIBIT C – SERVICE REQUIREMENTS

Base SERVICE

SERVICE shall operate on Saturday, Sunday, and the following holidays: Independence Day and Labor Day. SERVICE route will start within the Playa Vista Master Planned Community. The route within the Playa Vista Master Planned Community will be at the discretion of PCC. Once the shuttle leaves the Playa Vista Master Planned Community, it will proceed north on Lincoln Boulevard to Fiji Way, west on Fiji Way to Admiralty Way, north and west on Admiralty Way to Via Marina, south and west on Via Marina to Pacific Avenue, north to Pacific Avenue to Washington Boulevard. This will be the northwestern terminus of the route. On the return trip the bus will proceed east on Washington Boulevard to Via Marina, south on Via Marina, to Admiralty Way, east and south on Admiralty Way to Fiji Way, east on Fiji Way to Lincoln Boulevard, south on Lincoln Boulevard to the Playa Vista Master Planned Community. Base SERVICE shall use one bus and shall depart the Playa Vista Master Planned Community once per hour beginning at 8:15 a.m. The last trip will depart at 7:15 p.m. and return approximately 8:15 p.m.

Along this route, stops will be made at:

North and West portion of route:

1. At the Culver City bus stop in front of the US Post Office on Admiralty Way,
2. At the Shuttle bus stop on Admiralty Way across from the COUNTY Library,
3. At the Metro bus stop across from the Marina City Club on Admiralty Way,
4. At the Metro bus stop on west bound Admiralty Way nearside of Palowan Way,
5. At the Metro bus stop on west bound Admiralty Way nearside of Via Marina,
6. At the LADOT bus stop on south bound Via Marina far side of Panay Way,
7. At the LADOT bus stop on south bound Via Marina far side of Marquesas Way,
8. At the LADOT bus stop on west bound Via Marina across from Via Donte, and
9. At the intersection of Pacific Avenue and Washington Boulevard.

East and South portion of route:

1. At the Metro bus stop on east bound Admiralty Way far side of Via Marina,
2. At the Metro bus stop on east bound Admiralty Way far side of Palowan Way,
3. At the Metro bus stop adjacent to the Marina City Club on Admiralty Way,
4. At the Shuttle bus stop on Admiralty Way near the COUNTY Fire Station,
5. At the Shuttle bus stop on Admiralty Way in front of the COUNTY Library,
6. At the Culver City bus stop in front of the Marina del Rey Visitor Center, and
7. As needed within the Playa Vista Master Planned Community.

See Exhibit D for a route map. Actual route and bus stops can be changed by mutual agreement of DIRECTOR and PCC.

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**



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.

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 6:30 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.

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.

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**



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 también está apoyada 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 brazaletes y el padre/madre recibirá un brazaletes 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.

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.

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.

EXHIBIT F- FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. () ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()

Signature

Date

Name and Title (please type or print)

**EXHIBIT G - FORM PW-5
CONFLICT OF INTEREST CERTIFICATION**

I, _____
 sole owner
 general partner
 managing member
 President, Secretary, or other proper title) _____

of _____
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date _____