COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

June 12, 2007

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:

SANTA CLARITA VALLEY PUBLIC TRANSIT SERVICES
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
FISCAL YEAR 2007-08
SUPERVISORIAL DISTRICT 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the continuation of public transit services in the Santa Clarita Valley for Fiscal Year 2007-08.

2. Approve the County's $2,100,000 share of the cost of the transit services to be financed from the Fifth Supervisorial District's Proposition A Local Return Transit Program, included in the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget administered by Public Works.

3. Authorize the Director of Public Works, or his designee, to execute an Agreement with the City of Santa Clarita, substantially similar to the enclosed draft Agreement, providing for the City and the County to jointly finance, and the City to administer, the transportation services for Fiscal Year 2007-08.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide for the continuation of public transit services for the residents of the unincorporated County areas of the Santa Clarita Valley for Fiscal Year 2007-08.

Your Board has previously approved programs to provide public transit to the residents of the unincorporated areas of Santa Clarita Valley. These services include a seven-day-per-week local bus service, a five-day-per-week commuter bus service, and a seven-day-per-week elderly and persons with disabilities and general public paratransit service. These services have been administered by the City of Santa Clarita since January 1, 1992.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort with the City to meet public transit needs. It also meets the Goal of Service Excellence as it meets the public's transit needs in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County costs. The County's jurisdictional share of the costs for Fiscal Year 2007-08 is estimated to be $3,218,000 for various modes of transportation services in the Santa Clarita Valley. The City of Santa Clarita will be pursuing funding assistance such as various Federal Transit Administration grants, State grants, Proposition A Discretionary grants, and Proposition A Incentive grants for this service. Grant funds received by the City, along with farebox revenue and Metrolink transfer revenue, help offset the County's share of the cost. The County's share of these grants, farebox, and Metrolink transfer revenues is estimated to be $1,118,000. Therefore, the County's net cost for Fiscal Year 2007-08 is estimated to be $2,100,000.

	Total Cost	Total Cost (Less Farebox)	County Share (Less Farebox)
Local Service	$ 9,919,000	$ 7,912,000	$ 2,176,000
Commuter Services	3,509,000	2,657,000	691,000
Dial-A-Ride	2,375,000	2,339,000	351,000
Total	$ 15,802,000	$ 12,907,000	$ 3,218,000

The necessary funds for these services are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program, included in the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be in compliance with the mandatory jury service requirements as set forth in Los Angeles County Code, Chapters 2.203.010 through 2.203.090, Jury Service Program. The Agreement will be signed after receiving the signed Jury Service Program Exception and Certification forms. Should we not receive the signed forms from a contractor for service, that service will be interrupted until we receive the forms and the Agreement is signed.

The Agreement will be approved as to form by County Counsel prior to submittal to the Director of Public Works, or his designee, for signature.

ENVIRONMENTAL DOCUMENTATION

On May 20, 1997, Synopsis No. 47, your Board found these services categorically exempt pursuant to the Class I category provided under Section 15301 of the California Environmental Quality Act Guidelines and Appendix G of the County's Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for the continuation of the current services. The approval of this action will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

CONCLUSION

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

Respectfully submitted,

FOR: DONALD L. WOLFE
Director of Public Works

AH:dv
C071036
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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF SANTA CLARITA

FOR

SANTA CLARITA VALLEY TRANSIT SERVICES

SANTA CLARITA VALLEY TRANSIT SERVICES

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA CLARITA, a municipal corporation, in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public interest to provide various forms and modes of public transportation services, including a system of local bus passenger service; commuter bus service; and paratransit service to the eligible elderly (sixty [60] years and older), persons with disabilities, and the general public, (hereinafter referred to as SERVICES), to serve the public in the Santa Clarita Valley; and

WHEREAS, CITY and COUNTY desire to operate SERVICES during Fiscal Year 2007-08; and

WHEREAS, CITY shall administer the contract for SERVICES for Fiscal Year 2007-08; and

WHEREAS, CITY and COUNTY propose to finance their respective jurisdictional shares of the total actual costs of SERVICES including contract, administration, and marketing costs; and

WHEREAS, because of CITY/COUNTY joint programs set forth herein, CITY shall apply for and CITY may be granted incentive, bonus, or other funds including, but not limited to, the Los Angeles County Metropolitan Transportation Authority (METRO) Subregional Paratransit Grant Program funds, Federal Transit Administration (FTA) Section 5309 Capital funds, Congestion Mitigation and Air Quality funds, Proposition A Discretionary funds, State Transit Assistance funds, or Proposition C Discretionary funds, all hereinafter referred to as BONUS, and

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, 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 the attached Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, General Requirements; Exhibit C, Evidence of Insurance Programs; Exhibit D, Contractor Employee Jury Service Ordinance; Exhibit E, Contractor Employee Jury Service Certification Form; Exhibit F, Safely Surrendered Baby Law Program; and Exhibit G, Internal Revenue Service Notice 1015; all attached hereto, are agreed by the COUNTY and the CITY to constitute the entire AGREEMENT.

THIRD: The term of this AGREEMENT shall be for the period of July 1, 2007, through June 30, 2008.

FOURTH: COUNTY agrees, in consideration of satisfactory performance of the foregoing SERVICES in strict accordance with the AGREEMENT specifications to the satisfaction of COUNTY'S Director of Public Works, or his designee, (hereinafter referred to as DIRECTOR), to pay CITY pursuant to Section 2 of Exhibit A, Scope of Work, in the amount not to exceed Two Million One Hundred Thousand and 00/100 Dollars ($2,100,000.00) for the fiscal year or such greater amount as BOARD may approve. In no event shall the aggregate total amount of compensation paid to CITY exceed the amount of compensation authorized by BOARD. Such aggregate total amount is the Maximum Contract Sum. COUNTY'S obligations under his AGREEMENT are subject to availability of funds in its budget for the term of this AGREEMENT.

FIFTH: Public Works will make payment to the CITY within thirty (30) calendar days of receipt of a properly completed invoice. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA CLARITA on _____, 2007, and by the DIRECTOR OF PUBLIC WORKS, pursuant to authority delegated by the BOARD OF SUPERVISORS of COUNTY OF LOS ANGELES, on _____, 2007, Item No. ____.

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

CITY OF SANTA CLARITA

By_____
City Manager

ATTEST:

By_____
City Clerk

By_____
City Attorney

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EXHIBIT A – SCOPE OF WORK

1. SERVICES TO BE PROVIDED BY CITY

A. Unless otherwise specifically provided herein, CITY shall provide various forms and modes of public transportation services, including a system of local bus passenger service; commuter bus service; and paratransit service to the eligible elderly (sixty [60] years and older), persons with disabilities, and the general public, (hereinafter referred to as SERVICES), to serve the public in the Santa Clarita Valley.

B. All personnel assigned to the project shall be knowledgeable about the project and maintain a professional, courteous attitude. Vehicle operators shall be trained in a manner that conforms with all Federal, State, and local laws; assures safe and reliable SERVICE; provides sensitivity toward persons with disabilities; and renders knowledge of procedures and SERVICE routes.

C. CITY shall administer the contract for SERVICES for Fiscal Year 2007-08. The Santa Clarita Public Transportation System brochures, as periodically revised by CITY, (hereinafter referred to as BROCHURES), describe SERVICES in detail and by reference are incorporated herein.

D. CITY shall provide a detailed quarterly cost and revenue report for SERVICES. Report shall include contract and actual administrative and marketing costs and all other information deemed necessary at the sole discretion of COUNTY acting through its DIRECTOR. Contract costs shall be broken down by service type and jurisdiction.

E. CITY shall provide DIRECTOR with a detailed quarterly ridership report for SERVICES broken down by mode of service and jurisdiction.

F. CITY shall review and approve all contract invoices for SERVICES, to pay service provider directly for the net contract costs of SERVICES (total contract costs less farebox revenue where applicable) within thirty (30) calendar days of approval of invoices, and to submit invoices to DIRECTOR for COUNTY'S jurisdictional share of the total cost of SERVICES, including contract, administration, and marketing costs, less BONUS, on a quarterly basis.

G. CITY shall submit invoices to DIRECTOR for COUNTY'S jurisdictional share of the debt service costs for SERVICES, less BONUS, for Fiscal Year 2007-08 for the lease of commuter buses, as detailed in Section 3.H.4 of this Exhibit A. Total debt service costs for SERVICES for Fiscal Year 2007-08 are estimated to be Four Hundred Twenty-seven Thousand Eighteen and 00/100 Dollars ($427,018.00).

H. CITY will apply for BONUS for Fiscal Year 2007-08 pursuant to Section 3.I of this Exhibit A and should BONUS be granted to CITY, CITY and COUNTY shall share BONUS in the same proportion as CITY and COUNTY jurisdictionally share in the mode of service for which BONUS is received. CITY shall deduct COUNTY'S share of BONUS from COUNTY'S quarterly jurisdictional cost of SERVICES for the particular mode of service for which BONUS was received. CITY shall deduct COUNTY'S share of BONUS from COUNTY'S jurisdictional share of debt service costs as applicable. BONUS may cover up to eighty percent (80%) of debt service costs. Should BONUS exceed the allowable debt service costs, the excess BONUS shall be applied to reduce the cost of other allowable projects upon mutual written consent of CITY and DIRECTOR.

I. CITY shall maintain operating and fiscal records as necessary to comply with METRO'S Proposition A Local Return requirements and procedures and to maintain all records on file for a minimum of five (5) years following the term of this AGREEMENT.

J. CITY shall maintain all vehicles used in SERVICE, at a minimum, to vehicle manufacturer's recommended preventive maintenance program. All vehicles required to be utilized in this AGREEMENT will be safe for operation on public roads and streets. All vehicles shall be free of graffiti and any obvious damage to the interior and exterior and shall be thoroughly cleaned prior to operation of SERVICE.

Also, all vehicles, vehicle equipment, and other equipment and facilities required by this AGREEMENT will, during the term hereof, be maintained by CITY contractor(s) and/or subcontractor(s) in good order and repair and in condition satisfactory to DIRECTOR.

K. CITY shall be responsible for collection of National Transit Database (NTD) data as required by the FTA on behalf of COUNTY. CITY shall prepare and submit quarterly and annual NTD reports, including data for unincorporated COUNTY areas served, in accordance with the FTA'S NTD guidelines, to METRO with a copy forwarded to DIRECTOR. CITY shall be responsible for complying with all current NTD and FTA requirements.

2. SERVICES TO BE PROVIDED BY COUNTY

A. COUNTY shall review and approve, as appropriate, invoices submitted by the CITY to DIRECTOR for COUNTY'S jurisdictional share of the total cost of SERVICES, less BONUS and fares, and to pay CITY within thirty (30) calendar days of approval of invoices.

B. COUNTY shall pay for its jurisdictional share of the Fiscal Year 2007-08 debt service for the lease of the commuter buses less BONUS. Payment is to be made within thirty (30) calendar days of approval of invoice.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

A. CITY agrees to have contractor and/or subcontractor collect fares for SERVICES as outlined in BROCHURES. Any fare revenue collected shall be retained by contractor and/or subcontractor to partially fund total operating costs. CITY agrees, upon request of DIRECTOR, to have contractor and/or subcontractor accept passes or vouchers issued by DIRECTOR in lieu of cash fares specified in BROCHURES. If it is determined that SERVICES may be improved by revisions to fares, DIRECTOR and CITY may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) as required by law.

B. CITY and COUNTY will finance their jurisdictional shares of the total costs of SERVICES less BONUS and fares.

C. Any revisions to SERVICES, including but not limited to, fares, routes, schedule, or other operating functions, proposed by either CITY or DIRECTOR, shall not be implemented without prior written concurrence by both CITY and DIRECTOR.

D. COUNTY shall not be required to pay for any revisions to SERVICES, which affect the jurisdictional share of the cost of SERVICES that are implemented without prior written concurrence by DIRECTOR.

E. The total actual costs of SERVICES, as referred to in this AGREEMENT and as described in BROCHURES, includes the amount paid to CITY'S contractor(s) for SERVICES, CITY'S costs to administer SERVICES contract(s), and CITY'S cost of marketing SERVICES.

F. 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 SERVICES and if such audit finds that COUNTY'S dollar liability for SERVICES is less than payments made by COUNTY to CITY, 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 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.

G. Under declaration of any emergency by appropriate government representatives, COUNTY Sheriff is responsible for a number of transportation-related activities including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, CITY shall cooperate with and deploy vehicles, within the limits of available resources, in a manner described by COUNTY Sheriff, Fire Department, or local police. CITY may invoice COUNTY for such emergency service(s) provided within unincorporated areas.

H. CITY and COUNTY'S jurisdictional shares of the total actual costs of SERVICES shall be determined as follows:

1. Local Bus Service

CITY'S jurisdictional share shall be equal to the ratio of service revenue hours traveled in CITY to the total system revenue hours traveled. COUNTY'S jurisdictional share shall be equal to the ratio of service revenue hours traveled in COUNTY to the total system service revenue hours traveled. CITY'S estimated jurisdictional share of the local bus service is eighty-two percent (82%) and COUNTY'S jurisdictional share is estimated to be eighteen percent (18%), plus the total cost of the Line 5/6 Stevenson Ranch Extension.

2. Commuter Bus Service

CITY'S jurisdictional share shall be equal to the percentage of the total ridership who are CITY residents. COUNTY'S jurisdictional share shall be equal to the percentage of the total ridership who are residents of the unincorporated COUNTY areas. CITY'S estimated jurisdictional share is seventy-four percent (74%) and COUNTY'S jurisdictional share is estimated to be twenty-six percent (26%).

3. Paratransit Services

CITY'S jurisdictional share shall be equal to the percentage of the total ridership who are CITY residents. COUNTY'S jurisdictional share shall be equal to the percentage of the total ridership who are residents of the unincorporated COUNTY areas. CITY'S jurisdictional share of paratransit services is estimated to be eighty-five percent (85%) and COUNTY'S jurisdictional share is estimated to be fifteen percent (15%).

4. Debt Service on Commuter Buses

Commuter bus debt service for Fiscal Year 2007-08 is estimated to be Four Hundred Twenty-seven Thousand Eighteen and 00/100 Dollars ($427,018.00). BONUS may cover up to eighty percent (80%) of allowable debt service costs. Two Hundred Eight Thousand One Hundred Eighteen and 00/100 Dollars ($208,118.00) of BONUS is to be applied to the commuter bus debt service. Should BONUS exceed the allowable debt service costs, the excess BONUS shall be applied to reduce the cost of other allowable project(s) upon mutual written consent of CITY and DIRECTOR.

CITY'S estimated jurisdictional share of the debt service for commuter buses for Fiscal Year 2007-08 is seventy-four percent (74%) less CITY'S jurisdictional share of BONUS for commuter buses received by CITY. COUNTY'S estimated jurisdictional share is twenty-six percent (26%) less COUNTY'S jurisdictional share of BONUS for commuter buses received by CITY.

I. CITY will apply for BONUS including but not limited to, Proposition A Incentive funds estimated to total Four Hundred Sixty-one Thousand Three Hundred Four and 00/100 Dollars ($461,304.00) for Fiscal Year 2007-08, Proposition A Discretionary funds estimated to total Three Million One Hundred Twenty-one Thousand Two Hundred Ninety-one and 00/100 Dollars ($3,121,291.00) for Fiscal Year 2007-08, Proposition C Discretionary funds estimated to total Two Hundred Four Thousand Seven Hundred Sixty-two and 00/100 Dollars ($204,762.00), METRO Job Access Reverse Commute Grant funds estimated to total Four Hundred Twenty-six Thousand Six Hundred Ten and 00/100 Dollars ($426,610.00), and METRO Service Sector funds estimated to total Two Hundred Thirteen Thousand Three Hundred Five and 00/100 Dollars ($213,305.00).

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EXHIBIT B – GENERAL REQUIREMENTS

1. Termination of AGREEMENT

Without limiting the COUNTY'S right to terminate AGREEMENT immediately as provided in Section 3.C.1.b.iv, Section 3.C.4, and 7.B.4 of Exhibit B, this AGREEMENT may be terminated by CITY or COUNTY upon thirty (30) calendar days prior written notice. Upon termination, any financial liability due to CITY from COUNTY shall be paid to CITY no later than thirty (30) calendar days of approval of invoice.

2. Compliance with Civil Rights Laws

CITY hereby assures that they will comply with Subchapter VI of the Civil Rights Act of 1964 and Title 42 of the United States Code, Section 2000e(1) through 2000e(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.

3. Indemnification and Insurance

A. Assumption of Liability Agreement No. 59595 between the COUNTY and CITY dated June 21, 1988, is not in effect, made a part of, nor incorporated into this AGREEMENT.

B. If CITY provides SERVICE itself, CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents, employees, and 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) performing SERVICE, including, but not limited to maintenance of equipment or operation of SERVICE including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, CITY expressly waives application of Government Code, Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary.

If CITY provides SERVICE though a contractor, CITY shall include in its contract with any contractor(s) providing SERVICE under this AGREEMENT a provision whereby the contractor(s) agrees to indemnify, defend, and hold harmless COUNTY, BOARD, officers, agents, employees, and Special

Districts, on the same basis the contractor(s) indemnifies, defends, and holds harmless the CITY.

C. Without limiting CITY'S and CITY contractor's indemnification of COUNTY and during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S contractor 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 3.D. of this Exhibit B.

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 45 calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit C.

D. 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 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 00/100 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 additional insured thereunder shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

2. Workers' Compensation

A program of workers' compensation insurance in a amount and form to meet all applicable requirements of the Labor Code of the State of California, including employers' 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 SERVICES 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 discretion, immediately terminate this AGREEMENT.

4. Safely Surrendered Baby Law Program

A. CITY'S Acknowledgement 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 contractor's place of business. CITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor or subcontractors' 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.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

CITY shall notify and provide to employees, and shall require each subcontractor to notify and provide to 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 F of this AGREEMENT and is also available on the Internet at www.babysafela.org for printing purposes.

5. 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 under this AGREEMENT.

6. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box.

Notices to CITY shall be addressed as follows:

City of Santa Clarita
Administrative Services Department
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355-2196
Business Phone Number: (661) 294-2500

Notices to COUNTY shall be addressed as follows:

Ms. Shari Afshari
Assistant Deputy Director
Attention Transit Operations Section
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
Business Phone Number: (626) 458-5913

In the event of suspension or termination of this AGREEMENT, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the CITY or COUNTY.

7. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

1. This AGREEMENT is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

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

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 ($50,000) or more in any twelve (12)-month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CITY. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 Ninety (90) days or less within a twelve (12)-month period are not considered full-time for purposes of the Jury Service Program. If CITY uses any subcontractor to perform services for COUNTY under this AGREEMENT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CITY shall immediately notify COUNTY if CITY at any time either comes within the Jury Service Program's definition of "Contractor" or if CITY no longer qualifies for an exception to the 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 Program.

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

8. 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.

9. Independent Contractor Status

A. This AGREEMENT is by and between COUNTY and CITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The employees and agents of one party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. CITY shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this AGREEMENT all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CITY.

C. CITY understands and agrees that all persons performing work pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, solely employees of CITY and not employees of COUNTY. CITY shall be solely liable and responsible for furnishing any Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CITY pursuant to this AGREEMENT.

10. CITY'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

A. CITY acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

B. As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting CITY'S duty under this AGREEMENT to comply with all applicable provisions of law, CITY warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

11. CITY'S 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.

12. Compliance with Applicable Laws

A. CITY, and/or its subcontractor(s), shall comply with all applicable Federal, State, and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included in this AGREEMENT herein are hereby incorporated by reference.

B. CITY, and/or its subcontractor(s), shall defend, indemnify, and hold COUNTY harmless from and against any and all liability costs, and expenses, including but not limited to, defense costs and attorney's fees arising from or related to any violation on the part of the CITY or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

C. CITY, and/or its subcontractor(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.

13. Safety Program

CITY shall provide or require regularly scheduled and ongoing formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT and such personnel will be required to attend regularly scheduled safety meetings at least twice a year.

14. Legal Status of Contractor's Personnel at Facility

CITY warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this AGREEMENT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CITY shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 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. CITY shall indemnify, defend, and hold harmless, COUNTY, its 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 statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

15. Governing Laws, Jurisdiction, and Venue

This AGREEMENT shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT, shall be exclusively in the County of Los Angeles.

16. 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.

17. <u>Notice to Employees Regarding the Federal Earned Income Credit</u>

CITY shall notify its employees, and shall require each subcontractor 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 G).

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EXHIBIT C – EVIDENCE OF INSURANCE PROGRAMS

CITY shall submit to COUNTY evidence of satisfactory insurance programs and vehicle(s) information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which includes, but not be limited to, the following:

   A. Full name of the insurer.

   B. Name and address of the insured and, if E&D SERVICE and GP SERVICE is provided in whole or in part by taxicabs, the taxicabs' operator's name.

   C. Full name of program (Example: Happy Home E&D DAR)

   D. Insurance policy number.

   E. Type(s) and limit(s) of liability coverage.

   F. Certificate issue date.

   G. Certificate expiration date.

   H. Condition that the insurer shall notify COUNTY in writing at least forty-five (45) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable.

   I. Signature of an agent authorized to do business with the insurer.

2. Copies of endorsements for each policy or program of insurance 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.

3. The following information for each of the insured vehicle(s):

   A. Vehicle make.

   B. Vehicle model.

   C. Vehicle year.

   D. Vehicle license number.

E. Vehicle identification number.

F. Vehicle seating capacity.

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EXHIBIT D – CONTRACTOR EMPLOYEE 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 juror 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 00/100 Dollars ($50,000.00) or more in any twelve (12)-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:

1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or

3. A purchase made through a State or Federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A nonagreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard, as determined by the Chief Administrative Officer, or

2. The contractor has a long-standing practice that defines a full time schedule as less than forty (40) hours per week.

E. "County" means the County of Los Angeles or any public entity for which the Board of Supervisors is the governing body.

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

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

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

2.203.050 Other Provisions.

A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

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

A. Recommend to the Board of Supervisors the termination of the contract; and/or

B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten (10) or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve (12)-months which, if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars ($500,000.00); and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten (10) employees and annual gross revenues in the preceding twelve (12)-months, which if added to the

annual amount of the contract awarded, exceed Five Hundred Thousand and 00/100 Dollars ($500,000.00).

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) 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.

2.203.090 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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EXHIBIT E – JURY SERVICE CERTIFICATION FORM

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION 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 exempted 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:

EXHIBIT F

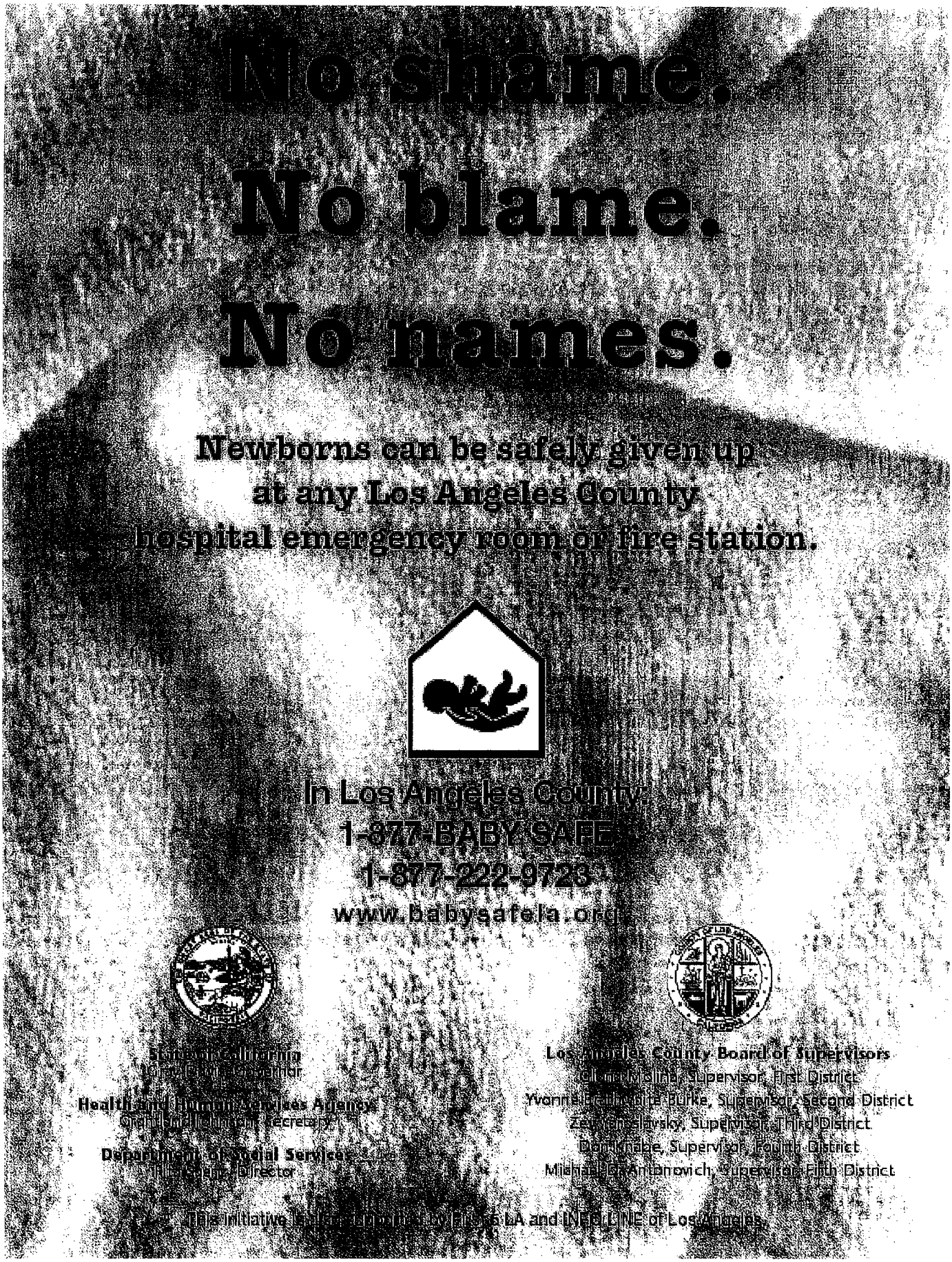
No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Arnold Schwarzenegger
Governor
Health and Human Services Agency
Dr. Kim Belshé, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

EXHIBIT F

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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.

EXHIBIT F

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
Arnold Schwarzenegger
Governor

Agencia de Salud y Servicios Humanos
[illegible]

Departamento de Servicios Sociales
[illegible]

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne B. Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa fue financiada por First 5 LA y INFO LINE de Los Angeles

EXHIBIT F

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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 G – INTERNAL REVENUE SERVICE NOTICE 1015

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

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 2003 are less than $34,692 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 9, 2004.

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 by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

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 the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 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 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

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