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

IN REPLY PLEASE
REFER TO FILE: AS-0

August 5, 2004

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:

AGREEMENT WITH HEAL THE BAY
FOR PARTICIPATION IN COASTAL CLEANUP DAY
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Award and delegate authority to the Director of Public Works to execute an agreement to allow Public Works to participate in Heal the Bay's Coastal Cleanup Day, a day of educational and volunteer events involving an estimated 60 beach, river, and inland waterway cleanup sites throughout the Los Angeles County on the morning of September 18, 2004. This agreement will commence upon Board approval and the Director's execution of the agreement and continue through December 31, 2004, with three 1-year renewal options, that may be exercised by written, mutual consent of the Director and Heal the Bay. Any renewal options will commence January 1 of each option year and continue for a period of one year.

2. Delegate authority to the Director of Public Works to renew this agreement for each additional option year with Heal the Bay's mutual consent, if, in the opinion of the Director, renewal is warranted or to terminate this agreement, if, in the opinion of the Director, it is in the best interest of the County to do so.

3. Authorize the contractor to proceed with the work in accordance with the agreement's specifications, terms, conditions, and requirements.

4. Authorize Public Works to encumber an annual amount not to exceed $25,000, which represents Public Works' level of participation in Coastal Cleanup Day. Funds are available in the Los Angeles County Flood Control District's (District) Fiscal Year 2004-05 budget to cover the cost of this agreement's first period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This agreement with Heal the Bay will assist the County of Los Angeles (County) in reaching the public with environmental messages which will further our compliance in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit of 2001 and the Integrated Waste Management Act (AB939) of 1989. Both the NPDES Permit and AB939 require us to increase public awareness of environmental issues through education.

Heal the Bay, in collaboration with KCBS/KCAL-TV, corporate partners, various nonprofit organizations, and government agencies, will coordinate Coastal Cleanup Day in an effort to remove trash and debris from beaches and waterways, to identify the sources of debris, and to change the behaviors that cause pollution. County participation in Coastal Cleanup Day will assist the County in meeting its State and Federal obligations, promote the County's educational messages, enhance the County's image as a leader in the area of environmental education, involve County residents in taking responsibility for the quality of the environment, and highlight how the County is increasing the quality of life for residents in Southern California.

Heal the Bay has been the County coordinator for Coastal Cleanup Day for more than 15 years. This will be the seventh consecutive year that Heal the Bay and the County have worked together on an environmental event. Previous Heal the Bay events in which the County has been a partner have been honored by the County's Quality and Productivity Commission and the Regional Water Quality Control Board. This year's event is scheduled to take place on the morning of September 18, 2004, at an estimated 60 sites throughout the County.

The 2003 Coastal Cleanup Day event was held on September 20, 2003, with 9,000 volunteers participating from Los Angeles County, more than any other county in California. Volunteers picked up 60,126 pounds of trash and 2,866 pounds of recyclables from 57 beach and river sites.

Heal the Bay has continued to partner with and provide the County its expertise regarding stormwater issues. Heal the Bay provides its expertise at low cost, since it is a nonprofit organization and most of its staff are volunteers. Heal the Bay has a proven track record of being a leader in the stormwater arena by developing creative yet feasible ideas that have assisted the County in meeting the mandates of the 2001 NPDES Stormwater Permit. To the public, Heal the Bay's name is synonymous with stormwater education. Heal the Bay's community network has provided the County in the past with valuable pro bono services that the County would otherwise have to purchase. For example, Heal the Bay arranged celebrity appearances at the annual Bay Days events held during the last two years.

KCBS/KCAL-TV has partnered with the County and Heal the Bay for the past three years by producing and broadcasting a half-hour to one-hour special about stormwater pollution within the County. It has also produced public service announcements (PSAs) and aired them as paid media buys and "infotorials" as well as pro bono. KCBS/KCAL-TV is this year's media sponsor for Coastal Cleanup Day, ensuring excellent coverage of the event for Heal the Bay.

Implementation of Strategic Plan Goals

The award of this agreement is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well-Being, as the Coastal Cleanup Day enhances and supports Public Works' efforts to meet the requirements of the NPDES Stormwater Permit and engages children and families in the act of environmental stewardship.

FISCAL IMPACT/FINANCING

This agreement is for an annual amount not to exceed $25,000. This amount represents Public Works' level of participation in Coastal Cleanup Day. This agreement will commence upon Board approval and the Director's execution of the agreement and continue through December 31, 2004. With the Board's delegated authority, the Director may renew this agreement, with Heal the Bay's mutual consent, for the additional three 1-year renewal options. In any event, this agreement may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds are available in the District's Fiscal Year 2004-05 budget to cover the cost of this agreement's first period. Funds to finance the additional renewal options of this

agreement will be made available through Public Works' annual budget process. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this agreement, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This recommended agreement does not constitute a project as defined by the California Environmental Quality Act (CEQA); therefore, it is not subject to the provisions of the CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this agreement will not result in the displacement of any County employees.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the County of Los Angeles, acting as the governing body of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "COUNTY," and HEAL THE BAY, a nonprofit organization.

WITNESSETH

WHEREAS, The COUNTY is mandated to comply with the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit of 2001, and the California Integrated Waste Management Act (AB 939) of 1989; and

WHEREAS, Part of the COUNTY's mandate is to reach County residents with environmental messages to further the COUNTY's compliance with the NPDES Stormwater Permit and AB 939 of 1989;

WHEREAS, HEAL THE BAY is qualified by virtue of experience, background knowledge, and expertise in the environmental field; and

WHEREAS, Coastal Cleanup Day is the premier volunteer event focused on the marine environment in the country, involving individuals, schools, faith-based organizations, community and company volunteer groups, in the collection of tens of thousands of pounds of trash and recyclables during a three-hour period; and

WHEREAS, HEAL THE BAY and the COUNTY have been partners on environmental projects since 1998 and have promoted environmental education and important environmental issues such as stormwater pollution prevention; and

WHEREAS, HEAL THE BAY and COUNTY will organize and promote Coastal Cleanup Day, including the estimated 60 local cleanup sites (13 inland sites and 47 beach sites,) and will produce a media campaign, and an educational guide. The three-hour Coastal Cleanup Day event is coordinated in Los Angeles County by HEAL THE BAY in conjunction with the California Coastal Commission, Los Angeles County Department of Beaches and Harbors, National Park Service, U.S. Army Corps of Engineers, the cities of Culver City, Compton, Hermosa Beach, Santa Monica and Torrance, El Dorado Nature Center, Westside Aquatics, Santa Monica Baykeeper, Cabrillo Marine Aquarium, Dive N' Surf, Ballona Wetlands Foundation, Friends of Ballona Wetlands, Cornell Preservation Organization, Surfrider Foundation, Redondo Beach SEA Lab, Roundhouse Marine Studies Lab & Aquarium, Wildlife Center, The Pacific American Volunteer Association, Ocean Park Community Organization and Recreational Equipment, Inc. (REI); and

WHEREAS, the Agreement Specifications, General Requirements and Conditions, Standard Terms and Conditions, General Indemnification and Insurance Requirements, and Required Forms, all in Appendix A, all attached hereto, and are agreed by the COUNTY and HEAL THE BAY to constitute an integral part of the Agreement documents; and

WHEREAS, COUNTY is willing to contribute resources to assist in the success of Coastal Cleanup Day and to partner with HEAL THE BAY for an annual amount not to exceed $25,000 or such greater sum as the Board may approve, together known as the Maximum Annual Agreement Sum; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, the parties hereby agree as follows:

(1) COUNTY AGREES TO:

A. Make the following contributions to HEAL THE BAY for an annual amount not to exceed the Maximum Annual Agreement Sum. Payment will be made upon completion of work that has been approved by the COUNTY.

1. To pay for staff charges according to Appendix B, within 30 days of the receipt and County Contract Manager approval of a properly completed invoice from HEAL THE BAY.

2. Pay for printing of materials or purchase of necessary supplies, within 30 days of receipt and County Contract Manager approval of invoice from HEAL THE BAY.

3. Pay for services required to coordinate or implement Coastal Cleanup Day within 30 days of the receipt and County Contract Manager approval of a properly completed invoice from HEAL THE BAY.

B. Promote Coastal Cleanup Day on the Department of Public Works environmental hotline, 1-888-CLEAN LA; Website, www.888CleanLA.com; departmental newsletter, *All In The Works*; COUNTY newsletters; and other appropriate means.

(2) HEAL THE BAY AGREES TO:

A. Not initiate any work unless and until approved in writing by the COUNTY Contract Manager. Only the designated COUNTY Contract Manager is authorized to request or order work under this Agreement. The designated COUNTY Contract Manager is not authorized to request or order any work that would result in HEAL THE BAY earning an aggregate compensation in excess of this Agreement's Maximum Annual Agreement Sum.

B. To invoice the COUNTY for approved work performed based on hourly rates in Appendix B. Invoices shall include names of personnel, number of hours worked, and specific description of work performed. 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

C. Coordinate volunteer activities at an estimated 60 beach, river and inland waterway cleanup sites.

D. Secure sponsorship where such would further the project and maximize public outreach and effectiveness.

E. Provide COUNTY with detailed event budget (revenue/expenses) breakdown of all items related to Coastal Cleanup Day within two months after date of event;

F. Recognize COUNTY in appropriate press releases and media alerts generated by HEAL THE BAY in relation to Coastal Cleanup Day;

G. Include a link to COUNTY home page(s) on HEAL THE BAY's Coastal Cleanup Day Web pages, and links to the HEAL THE BAY Website via Coastal Cleanup Day pages;

H. Provide or produce a full-page ad in the Coastal Cleanup Day Education Guide (minimum circulation of 50,000 in schools, after-school programs and community groups, point of sale displays at retailers, etc.);

I. Provide a feature in *Currents*, the HEAL THE BAY quarterly newsletter (distribution of 10,000);

J. Provide a feature in *SeaStars*, the HEAL THE BAY volunteer newsletter (distribution of 500);

K. Include mention of COUNTY participation in the HEAL THE BAY Annual Report.

(3) COUNTY AND HEAL THE BAY MUTUALLY AGREE AS FOLLOWS:

A. COUNTY's total obligation under the terms of this Agreement shall not exceed $25,000 each year.

B. This Agreement can only be amended by mutual written consent of HEAL THE BAY and COUNTY;

C. All Coastal Cleanup Day printed materials and logos which include the use of the names and/or emblems of HEAL THE BAY and COUNTY must be reviewed and approved in writing by the respective parties. All uses of the names and/or emblems must be consistent with the graphic standards of the respective parties;

D. All signatory agencies of this Agreement shall indemnify, defend, and hold harmless all other signatory agencies, their elected and appointed officers, employees, and agents, from and against any and all liability, expense, including defense costs and legal fees, claims and causes of action for damages of any nature whatsoever, including but not limited to, bodily injury, death, and/or property damage, arising from or connected with any act or omission with respect to Coastal Cleanup Day and this Agreement.

E. The services requested will commence upon Board approval and the Director's execution of this Agreement and continue through December 31, 2004, with three 1-year renewal options that may be exercised by written mutual consent of the Director and Heal the Bay. Any renewal options will commence January 1 of each option year and continue for a period of one year. This Agreement may be canceled or terminated at any time by the COUNTY, without cause, upon the giving of at least 30 days written notice to HEAL THE BAY.

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IN WITNESS WHEREOF, the Los Angeles County Flood Control District has, by order of its governing body, the County of Los Angeles Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and HEAL THE BAY has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

County of Los Angeles Board of Supervisors,
Acting as the governing body of the
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

HEAL THE BAY

By _____
Executive Director

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APPENDIX A

PART I

SPECIFICATIONS AND CONDITIONS FOR

AGREEMENT WITH HEAL THE BAY FOR COASTAL CLEANUP DAY

SCOPE OF WORK

A. Introduction

California Coastal Cleanup Day is the premier volunteer event focused on the marine environment in the country. Each year, more than 40,000 volunteers report to more than 400 cleanup sites statewide to conduct what has been hailed by the Guinness Book of Records as "the largest garbage collection" (1993). Since the program started in 1985, over 552,000 volunteers have removed almost 8.5 million pounds of debris from our state's shorelines and coast.

When combined with the International Coastal Cleanup, organized by The Ocean Conservancy and taking place on the same day, Coastal Cleanup Day becomes part of one of the largest volunteer events of the year. Coastal Cleanup Day is the highlight of the California Coastal Commission's year-round Adopt-A-Beach program and takes place every year on the third Saturday of September, from 9 a.m. to noon. This year, that day falls on September 18.

Coming at the end of the summer beach season and right near the start of the school year, Coastal Cleanup Day is a great way for families, students, service groups, and neighbors to join together, take care of our fragile marine environment, show community support for our shared natural resources, learn about the impacts of marine debris and how we can prevent them, and to have fun. Coastal Cleanup Day is also the kick-off event for Coastweeks - three weeks of coastal and water-related events for the whole family.

B. Stormwater Background

The County covers an area of over 4,000 square miles with a population of 10 million residents, or nearly 30 percent of the entire population of the State of California. The State requires the County to provide environmental education programs for the general public and students in grades K-12, communicating practices that promote and encourage waste reduction, recycling, and reusing to help preserve the environment and proper use of the storm drain system.

The flood control system in the County consists of 74,000 storm drains and more than 2,500 miles of pipes and flood control channels. The system collects stormwater runoff from urbanized areas and conveys it quickly to the ocean to

prevent flooding, property damage, and potential loss of life. The collected water is not treated in any way. It flows straight to the ocean, depositing trash, bacteria, and other pollution picked up from our urban areas into the ocean.

Stormwater pollution is regulated by National Pollution Discharge Elimination Systems (NPDES) Permits issued by California Regional Water Quality Control Board, Los Angeles Region (CRWQCB). Stormwater pollution is considered "non-point" source pollution; it comes from numerous sources (e.g., pavement residues, the general public, industrial/commercial sites, and construction activities; which have a cumulative adverse impact on the quality of the water. This in turn adversely affects the quality of the receiving waters such as rivers and the ocean.

Public Works is engaged in a program to reduce the amount of pollution entering our storm drain system and our rivers and ocean. On December 13, 2001, the County received an NPDES Permit from the CRWQCB which regulates what can be discharged into our waters and makes the County responsible for ensuring and enforcing compliance. The Permit requires us to control and reduce pollutants entering the storm drain system from residents and businesses in our jurisdiction.

The Permit requires Public Works to implement a public education campaign that will effectively reach County residents and businesses with information about stormwater pollution and what can be done to prevent it. The goal of this education is to reduce pollution in our waterways and ocean by convincing County residents to change their behavior. The Permit specifies outreach that targets the general public, pollutant-specific campaigns, and businesses. In addition it specifies assessment of the program.

As the designated Principal Permittee for the NPDES Permit, Public Works has been implementing a Countywide public education strategy. This strategy developed methods for addressing issues facing County residents, businesses, school children, and municipalities on the concepts and practice of preventing pollution at the source.

C. SOURCE REDUCTION BACKGROUND

County residents dispose of approximately 12 million tons of waste per year, most of which is disposed of in landfills located throughout the County. More than ten years ago, the County had 16 major landfills available in the metropolitan area, today only six are operational.

Recognizing our diminished disposal space and the need to work cooperatively with others toward a common solution, the Board of Supervisors (Board) adopted the County Solid Waste Management Action Plan (Action Plan) in April 1988 to provide long-range solutions for the management of this region's solid waste.

The Action Plan is an integrated regional approach to managing solid waste, which incorporates the source reduction, recycling, and composting programs; increases public education awareness programs; and recognizes that landfills will remain an integral part of the system for the foreseeable future. The Action Plan has also set the stage for regional efforts to meet the mandate of the Integrated Waste Management Act (AB 939) of 1989, in diverting 50 percent of the waste generated from disposal (based on 1990 levels) by the year 2000. AB 939 also requires the County to provide for 15 years of disposal capacity on a Countywide basis.

D. COUNTY CONTRACT MANAGER

The County Contract Manager will be Melinda Barrett of Public Works Public Relations Group, who can be contacted at (626) 458-5975, Monday through Thursday from 7 a.m. to 5:30 p.m. The County Contract Manager is the only County employee authorized to request work of Heal the Bay. From time to time, the County may change the Contract Manager. Heal the Bay will be notified in writing when there is a change in the Contract Manager.

E. WORK DESCRIPTION

1. Heal the Bay shall be responsible for all work necessary to conduct Coastal Cleanup Day. The goal of the program is to engage volunteers from throughout Los Angeles County in a series of cleanup events at local beaches, inland waterways and neighborhoods, while educating them on the long-term benefits of stormwater pollution prevention behaviors.

   All work conducted under this Agreement shall be submitted to and approved by the County Contract Manager. Material shall be submitted in time to allow a reasonable review period. The County's Program Managers shall be included in the development process for strategies and materials on a continuous basis.

   Heal the Bay shall perform the following tasks:

   a. Task 1 - Work Plan: Submit a work plan outlining the County's role in Coastal Cleanup Day within 30 days of approval date of this Agreement.

   b. Task 2 - Report/Post-Program Evaluation: Heal the Bay shall meet with the County Project Manager and shall be responsible for submitting reports and program evaluation as needed.

2. The development and implementation of programs developed by Heal the Bay shall conform to all requirements in the County's NPDES Permit including the following tasks:

a. Develop clear and consistent messages that will raise public awareness of the problems and solutions, including a description of activities with the potential to pollute stormwater, and result in residents adopting nonpolluting behaviors.

b. Identify solutions or applicable measures that can be taken to prevent stormwater pollution and develop public outreach campaigns designed for the general public, employee training, and other outreach with these themes as an integral component.

c. Evaluate and assess the effectiveness of public outreach and education for the general public and targeted groups. An in-depth assessment of behavioral change may be required for a targeted pilot audience or area.

d. Involve and engage all socioeconomic and ethnic groups in the County in mitigating the impacts of stormwater pollution. This may involve the necessity to staff events, provide collateral materials, and translate program information to languages other than English as requested by the County.

APPENDIX A

PART II

STANDARD TERMS AND CONDITIONS

A. LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Agreement extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify Heal the Bay in writing of such non-allocation at the earliest possible date.

B. NONDISCRIMINATION IN EMPLOYMENT

Heal the Bay shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

Heal the Bay shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.

Heal the Bay shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of agreement upon which the County may determine to cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination 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 Heal the Bay has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that Heal the Bay has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Heal the Bay violates the anti-discrimination provisions of this Agreement, the County shall, at its option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

C. HEAL THE BAY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting Heal the Bay's duty under this Agreement to comply with all applicable provisions of law, Heal the Bay 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 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).

D. CONSIDERATION OF HIRING GAIN EMPLOYEES

Should Heal the Bay require additional or replacement personnel after the effective date of this Agreement, Heal the Bay shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Heal the Bay's minimum qualifications for the open position. The County will refer GAIN participants by category to Heal the Bay.

E. LABOR RELATIONS AND RESPONSIBILITIES

1. Delegation and Assignment

Heal the Bay may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

2. Subcontracting

No performance of this Agreement or any portion thereof may be subcontracted by Heal the Bay without the express written consent of the County. Any attempt by Heal the Bay to subcontract any performance of the terms of this Agreement without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Agreement shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by Heal the Bay shall be specified in writing to the Director for advance concurrence.

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Agreement. Heal the Bay shall, at all times, be personally responsible for the performance of this Agreement.

F. HEAL THE BAY'S RESPONSIBILITY TO MONITOR EXPENDITURE AMOUNT

Heal the Bay shall not expend or accept work requests that will cause the Maximum Annual Agreement Sum of this Agreement to be exceeded. Heal the Bay shall monitor the balance of this Agreement's Annual Maximum Agreement Sum. When the total of Heal the Bay's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Annual Agreement Sum, Heal the Bay shall, in writing, immediately notify the County's Contract Manager.

G. 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.

2. Written Employee Jury Service Policy

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

b. 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 $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Heal the Bay uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that Heal the Bay demonstrate to the County's satisfaction that Heal the Bay either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Heal the Bay continues to qualify for an exception to the Program.

d. Heal the Bay's violation of this Section of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Agreement and/or bar Heal the Bay from the award of future County contracts for a period of time consistent with the seriousness of the breach.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Heal the Bay require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Heal the Bay shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Agreement.

I. ASSIGNMENT

1. Heal the Bay may not delegate its duties or assign its rights under this Agreement, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Agreement shall be null and void and shall constitute a breach for which the Agreement may be terminated. Any payments to any assignee of any claim under this Agreement in consequence of such consent shall be subject to set off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. Heal the Bay's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by Heal the Bay to the County for approval of a subcontract of the Agreement work.

J. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

Heal the Bay hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, 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.

K. COMPLIANCE WITH LAWS

1. Heal the Bay agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Heal the Bay agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of Heal the Bay of such laws, rules, regulations, or ordinances.

L. COVENANT AGAINST CONTINGENT FEES

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

2. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

M. GOVERNING LAWS

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

N. TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to Heal the Bay, immediately terminate the right of Heal the Bay to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Heal the Bay, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any

determinations with respect to Heal the Bay's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue that same remedies against Heal the Bay as it could pursue in the event of default by Heal the Bay.

Heal the Bay shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

O. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

P. RECORD RETENTION AND INSPECTION

Heal the Bay agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by Heal the Bay, at a location in Los Angeles County, for a period of three years after completion of this Agreement unless the County's written permission is given to dispose of material prior to the end of such period.

Q. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

R. WAIVER

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at anytime or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

S. DEFAULT FOR INSOLVENCY

1. The County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

   a. Insolvency of Heal the Bay. Heal the Bay shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

   b. The filing of a voluntary petition to have Heal the Bay declared bankrupt.

   c. The appointment of a Receiver or Trustee for Heal the Bay.

   d. The execution by Heal the Bay of an assignment for the benefits of creditors.

2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

T. DEFAULT

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to Heal the Bay, terminate the whole or any part of this Agreement in any one of the following circumstances:

   a. If Heal the Bay fails to perform the services within the time specified herein or any extension thereof; or

   b. If Heal the Bay fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

2. In the event the County terminates this Agreement in whole or in part as provided in Paragraph "1" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and Heal the Bay shall be liable to the County for any excess costs for such similar services, provided that Heal

the Bay shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, Heal the Bay shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Heal the Bay.

   Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Heal the Bay. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Heal the Bay and subcontractor, and without the negligence of either of them, Heal the Bay shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Heal the Bay to meet the required delivery schedule.

4. If, after Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that Heal the Bay was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section EE.2).

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Heal the Bay, at any tier, under oral or written agreement.

U. DISCLOSURE OF INFORMATION

Heal the Bay shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing Heal the Bay's need to identify its services and related clients to sustain itself, the County shall not inhibit Heal the Bay from publicizing its role under this Agreement within the following conditions:

1. Heal the Bay shall develop all publicity material in a professional manner.

2. During the course of performance of this Agreement, Heal the Bay, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

3. Heal the Bay may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded an Agreement to provide these services, provided that the requirements of this Article shall apply.

V. NOTIFICATION

1. 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 deposition such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to Heal the Bay at its place of business, or such other place as may be hereinafter designated in writing by Heal the Bay. The notices and envelopes containing the same to the County shall be addressed to:

   Chief Deputy Director
   Los Angeles County Department of Public Works
   P.O. Box 1460
   Alhambra, California 91802 1460

2. 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 Heal the Bay. Actual knowledge of such suspension or termination by an individual Heal the Bay or by a copartner, if Heal the Bay is a partnership; or by the president, vice president, secretary or general manager, if Heal the Bay is a corporation; or by the managing agent regularly in charge of the work on behalf of said Heal the Bay shall in any case be sufficient notice.

W. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Heal the Bay shall notify and provide to its 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments to this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

X. HEAL THE BAY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

Y. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Heal the Bay shall notify its employees, and shall require each subcontractor to notify its employees, that the 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.

Z. RECYCLED-CONTENT PAPER PRODUCTS

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, Heal the Bay agrees to use recycled content paper to the maximum extent possible under this Agreement.

AA. NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION OR TERMINATION OFAGREEMENT

Heal the Bay shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by Heal the Bay after the expiration or other termination of this Agreement. Should Heal the Bay receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Agreement shall not

constitute a waiver of the County's right to recover such payment from Heal the Bay. This provision shall survive the expiration or other termination of this Agreement.

BB. CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Agreement. It is the County's policy to conduct business only with responsible contractors.

2. Heal the Bay is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Heal the Bay on this or other contracts which indicates that Heal the Bay is not responsible, the County may, in addition to other remedies provided in the Contract, debar Heal the Bay from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with Heal the Bay.

3. The County may debar Heal the Bay if the Board of Supervisors, in its discretion, finds that Heal the Bay has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that Heal the Bay may be subject to debarment, the County will notify Heal the Bay in writing of the evidence which is the basis for the proposed debarment and will advise Heal the Bay of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Heal the Bay and/or Heal the Bay's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Heal the Bay should be debarred, and, if so, the appropriate length of time of the debarment. If Heal the Bay fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Heal the Bay may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to subcontractors of Heal the Bay.

CC. COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate Heal the Bay's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Heal the Bay's compliance with all Agreement terms and performance standards. Heal the Bay deficiencies which the County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Heal the Bay. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

DD. GRATUITOUS WORK

Heal the Bay agrees that should work be performed outside the scope of work indicated and without County prior written approval, such work shall be deemed to be a gratuitous effort by Heal the Bay, and Heal the Bay shall have no claim, therefore, against the County.

EE. TERMINATION OF AGREEMENT

1. Unsatisfactory Service

The County reserves the right to cancel these services upon giving 14 days' written notice if the services are deemed unsatisfactory in the opinion of the Director of Public Works.

2. Convenience

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

a. The County reserves the right to renegotiate the terms of this Agreement to reduce Heal the Bay's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve the County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Agreement as provided herein.

b. The County may at any time terminate this Agreement, or any portion thereof, without liability (except as hereinafter provided) by delivering to Heal the Bay written notice specifying the desired termination date at least 30 days in advance thereof.

c. In the event that this Agreement is terminated Heal the Bay shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion and which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Heal the Bay under this Agreement shall be delivered to the County upon request and shall become the property of the County.

3. Termination Claim

In the event that this Agreement is terminated, Heal the Bay shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and Heal the Bay shall negotiate an equitable amount to be paid Heal the Bay by reason of the total or partial termination of work pursuant to this clause, which amount shall include a reasonable allowance for costs of services rendered, but shall not include an allowance on services terminated. The County shall pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Agreement, and reduced by the amount of payments otherwise made, and as further reduced by this Agreement price of services not terminated.

Failure of Heal the Bay to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Heal the Bay in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay Heal the Bay the amount so determined.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of Heal the Bay to maintain compliance with the requirements set forth in Part II, Paragraph C of this Appendix A shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of the Agreement, failure of Heal the Bay to cure such default within 90 calendar days of written notice shall be

grounds upon which the County may terminate the Agreement pursuant to Part II, Paragraph T.1 "Default," of this Appendix A, and debar Heal the Bay pursuant to County Code Chapter 2.202.

FF. CHANGES AND AMENDMENTS OF TERMS

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

1. 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 the Director and Heal the Bay.

2. 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 Heal the Bay.

3. To the extent that extensions of time for Heal the Bay performance do not impact either scope or cost of this Agreement, the County may, at its sole discretion, grant Heal the Bay extensions of time provided, however, that the aggregate of all such extensions during the life of this Agreement shall not exceed 60 days.

GG. Confidentiality

Heal the Bay shall maintain the confidentiality of all its records relating to this Agreement, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. Heal the Bay shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

HH. Quantities of Work

Heal the Bay shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

APPENDIX A

PART III

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the County and Heal the Bay and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Heal the Bay.

Heal the Bay understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Heal the Bay and not of the County.

Heal the Bay shall bear the sole responsibility and liability for furnishing Workers' Compensation and/or proof of Workers' Compensation insurance, and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Heal the Bay pursuant to this Agreement.

B. INSURANCE

Without limiting Heal the Bay's indemnification of the County and during the term of this Agreement, Heal the Bay shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Heal the Bay's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Ocie Ransfer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Agreement. Such certificates or other evidence shall:

   a. Specifically identify this Agreement.

   b. Clearly evidence all coverage required in this Agreement.

   c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Heal the Bay to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Heal the Bay to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage - Failure by Heal the Bay to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of agreement upon which the County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Heal the Bay resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Heal the Bay, County may deduct from sums due to Heal the Bay any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits – Heal the Bay shall report to the County's Contract Manager:

a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Heal the Bay and/or County. Such report shall be made in writing within 24 hours of occurrence.

b. Any third-party claim or lawsuit filed against Heal the Bay arising from or related to services performed by Heal the Bay under this Agreement.

c. Any injury to Heal the Bay's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Heal the Bay under the terms of this Agreement.

5. Compensation for County Costs - In the event that Heal the Bay fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Heal the Bay shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors – Heal the Bay shall ensure any and all subcontractors performing services under this Agreement meets the insurance requirements of this Agreement by either:

   a. Heal the Bay providing evidence of insurance covering the activities of subcontractor, or

   b. Heal the Bay providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. INSURANCE COVERAGE REQUIREMENTS

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products/Complete Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which Heal the Bay is responsible. If Heal the Bay's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Heal the Bay is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

As a condition precedent to its performance pursuant to this Agreement, Heal the Bay, by and through its execution of this Agreement, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Agreement, and agrees to fully comply with said provisions.

D. LEGAL STATUS OF HEAL THE BAY PERSONNEL AT FACILITY

Heal the Bay warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99 603). Heal the Bay shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Heal the Bay shall retain such documentation for all covered employees for the period prescribed by law. Heal the Bay shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Heal the Bay 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.

E. COUNTY LOBBYISTS

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Heal the Bay awarded this Agreement shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. Heal the Bay's signature on this Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Heal the Bay to fully comply with the County Lobbyist Ordinance shall be sufficient cause for a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

APPENDIX A

PART IV

REQUIRED FORMS

* PW-1. COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

* PW-2. CONFLICT OF INTEREST CERTIFICATION

* PW-3. PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

* PW-4. GAIN/GROW EMPLOYMENT COMMITMENT

PW-5. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

PW-6. COUNTY OF LOS ANGELES VISION STATEMENT

PW-7. DEBARRED VENDORS REPORT

PW-8. INTERNAL REVENUE SERVICE NOTICE 1015

PW-9. SAFELY SURRENDERED BABY LAW POSTERS

* Forms must be completed and submitted to Public Works.

FORM PW-1

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(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 (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

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 that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

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:

FORM PW-2

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 _____

FORM PW-3

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	❑ YES ❑ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	❑ YES ❑ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	❑ YES ❑ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	❑ YES ❑ NO

Authorized representative	
Signature	Date

FORM PW-4

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

FORM PW-5

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE ...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

COUNTY OF LOS ANGELES

◆ County Vision ◆

Our purpose is to improve the quality of life in Los Angeles County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our philosophy of teamwork and collaboration is anchored in our shared values:

- A can-do attitude – we approach each challenge believing that, together, a solution can be achieved.
- Accountability – we accept responsibility for the decisions we make and the actions we take.
- Compassion – we treat those we serve and each other in a kind and caring manner.
- Commitment – we always go the extra mile to achieve our mission.
- Integrity – we act consistent with our values.
- Professionalism – we perform to a high standard of excellence.
- Respect for diversity – we value the uniqueness of every individual and their perspective.
- Responsiveness – we take the action needed in a timely manner.

Our position as the premier organization for those working in the public interest is established by:

- A capability to undertake programs that have public value;
- An aspiration to be recognized through our achievements as the model for civic innovation; and
- A pledge to always work to earn the public trust.

◆ County Mission ◆

To enrich lives through effective and caring service

FORM PW-7

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	Shobie Enterprises DBA Seahawk Construction	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005

Vendor Name:	Automation Data Solutions	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

Vendor Name:	2X, Inc. a.k.a. LA Internet, Inc., 2X Access Internet Business International (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

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.

Notice 1015
(Rev. 12-2003)

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 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.

FORM PW-9.3

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 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.

APPENDIX B

HEAL THE BAY STAFF

The following lists Heal the Bay's staff that will work under this Agreement on behalf of the County. All staff to be used will have demonstrated expertise in the fields of environmental education, events coordination, and stormwater pollution prevention measures. Services provided to the County will be based on the hourly wages listed below. No additional cost, indirect or overhead, will be charged to the County.

Mark Gold is Executive Director of Heal the Bay and a scientist who has done extensive work in the area of ocean biology. Associate Director Karin Hall has extensive business and marketing expertise and oversees all Heal the Bay programs and projects. Joelle Warren is Director of Programs and Education and manages Heal the Bay's educational programs. Catie Farias is the organization's stormwater educator, with an extensive background in aquaria. She also runs the Key to the Sea program. Hallie Jones is Heal the Bay's Communications Director and principal media contact. Shelley Luce is responsible for policy issues and scientific research. James Almaillo is the Coastal Cleanup Day Compton Creek site coordinator and is Heal the Bay's Latino outreach specialist. Meredith McCarthy is the Coastal Cleanup Day Manager, overseeing all event-related logistics. Tom Galassi is the Coastal Cleanup Day Volunteer Coordinator, managing all cleanup site captains. Mark Abramson is the Malibu Creek cleanup site coordinator. Haan-Fawn Chau runs Heal the Bay's Speaker's Bureau program, which reaches approximately 25,000 people annually. She is also responsible for recruiting volunteers through the Santa Monica Pier Aquarium. Jose Bacallao is Heal the Bay's Senior Aquarist.

Staff	Title	Hourly Wage
Mark Gold	Executive Director	$57.50
Karin Hall	Associate Director	$38.48
Joelle Warren	Director of Ed and Programs	$26.00
Catie Farias	School Programs Manager	$18.43
Hallie Jones	Communications Director	$23.71
Shelley Luce	Staff Scientist	$30.57
James Almaillo	Beach Report Card Manager	$20.02
Meredith McCarthy	Coastal Cleanup Day Manager	$21.07
Tom Galassi	Volunteer Coordinator	$18.43
Tom Fleming	Website Manager	$24.76
Mark Abramson	Stream Team Manager	$26.84
Haan-Fawn Chau	Public Programs Manager	$25.26
Jose Bacallao	Aquarist	$25.86