



County of Los Angeles CHIEF EXECUTIVE OFFICE

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June 4, 2008

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

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
A CONTRACT TO PROVIDE COMMUNITY SWIM PROGRAM SERVICES
FOR THE CITY OF TEMPLE CITY
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

Request to approve and authorize the Director of the Department of Parks and Recreation to sign a Contract between the County of Los Angeles and the City of Temple City to provide a six (6) week summer Community Swim Program for swim instruction and recreational swimming for the City of Temple City and surrounding communities.

IT IS RECOMMENDED THAT YOUR BOARD

1. Find the proposed actions exempt from the California Environmental Quality Act for the reasons cited herein.
2. Approve and authorize the Director of the Department of Parks and Recreation to sign the attached Contract with the City of Temple City for the provision of a Community Swim Program, which consists of pool lifeguards/swimming instructors, supervisor(s), pool manager, cashier clerk, and locker room attendant, for the six (6) week program. This Contract shall be for two (2) years with three (3) one-year renewal options, for a maximum of five (5) years. The City of Temple City shall reimburse the County of Los Angeles for actual staff costs, estimated to be \$55,280, for the first year. Furthermore, the City of Temple City agrees to pay any increase in salaries during the Contract term.

3. Authorize the Director of the Department of Parks and Recreation to exercise the Contract renewal options annually, should the services be required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 14, 2002, the Board of Supervisors (Board) approved an agreement with the City of Temple City (Temple City), the County of Los Angeles (County), and the Department of Parks and Recreation (Department) to provide a Community Swim Program utilizing the Temple City High School pool facilities and Department staff.

The Community Swim Program Services are currently being provided by Department of Parks and Recreation staff through a five year contract which expires on June 30, 2008. The proposed summer Community Swim Program is a collaborative effort between, the Department, Temple City, and the Temple City Unified School District (School District). Since Temple City does not have the facilities or qualified staff to conduct a swim program, Temple City has entered into a joint use agreement with the School District for the use of the Temple City High School pool facilities and to contract with the Department, for the provision of qualified staff for the Community Swim Program.

Approval of this Contract will enable the Department, to operate a six (6) week summer Community Swim Program for residents of Temple City and surrounding communities. The Community Swim Program will include aquatic instruction, recreational aquatic activities, and lifeguard services for the Community Swim Program.

Implementation of Strategic Plan Goals

The proposed Contract will further the Board approved County Strategic Plan Goal Children and Families Well-Being (Goal 5) by providing additional recreational activities to the community, and Fiscal Responsibility (Goal 4) by generating additional revenue through programs operated by County staff.

FISCAL IMPACT/FINANCING

Temple City agrees to reimburse the Department for actual staff costs. The estimated cost for the first year of the agreement is \$55,280 (Attachment I). Reimbursement for staff costs during subsequent years will likely increase due to cost of living adjustments typically awarded to County employees. This amount will be paid within 30 days from the joint walk-through, by Temple City and Department authorized representatives, at the conclusion of the summer Community Swim Program.

Since the Contract sum is based upon the actual salaries of the Department employees providing the services, there will be no impact on the Department's operating budget.

Operating Budget Impact

This action will result in a revenue increase of \$3,000 in FY 2008-09. This increase will be included in the Department's FY 2008-09 Supplemental Budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract is authorized by Government Code Section 51300, which enables your Board to contract with other cities to provide city services through the "contract cities" program.

Temple City and the School District have entered into a joint use agreement which includes the Temple City High School pool facilities. For purposes of this agreement, the County will be considered an agent of the City when operating the Community Swim Program. Moreover, Temple City agrees to indemnify, defend, and hold harmless the County from any and all liability.

The term of this Contract shall be for two (2) years, and includes a provision enabling the Director of the Department to extend the contract annually for three (3) one-year renewal options, for a maximum contract term of five (5) years.

This Contract contains terms and conditions supporting your Board's ordinances, policies and programs, including but not limited to: Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Temple City has executed the attached Contract and will provide the required insurance policies prior to the start of this Contract naming the County of Los Angeles Department of Parks and Recreation as an additional insured.

County Counsel has approved the attached Contract as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Contract will allow residents of Temple City and its surrounding communities access to aquatic instruction and recreational aquatic activities otherwise not available. This Contract will not result in the displacement of any Department employees.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Sections 15378 (b)(4)(5) of the State CEQA Guidelines, because the actions are administrative activities which by their terms, do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

CONCLUSION

It is requested that a certified copy of the action taken by the Board and a fully executed copy of the attached Contract be mailed to: City of Temple City, 9701 Las Tunas Drive, Temple City, California 91780, Attention: Ms. Cathy Burroughs, Director of Temple City Department of Parks of Recreation. It is also requested that four (4) conformed copies be forwarded to the Los Angeles County Department of Parks and Recreation.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF;LS:RG:KEH
GAB:ZC:rc

Attachment (1)

c: County Counsel

**TEMPLE CITY SUMMER SWIM PROGRAM
2008
DEPARTMENT STAFFING PLAN**

Attachment 1

East Agency Aquatics - 27785 (eCAPS Code)

Salaries	No. of Hours	Cost Per Hour	Subtotals	Total
Area Pool Supervisor	25	\$ 20.24	\$ 506.00	
Cashier Clerk	75	12.92	969.00	
Locker Room Attendant	700	9.97	6,979.00	
Pool Lifeguard	1,500	13.81	20,715.00	
Pool Manager	260	18.18	4,726.80	
Total Salary Cost	2,560		<u>\$ 33,895.80</u>	\$ 33,895.80
Overhead	Total Salary Cost	OH Rate	Total	
Salaries Overhead	\$ 33,895.80	49.76%	<u>\$ 16,676.73</u>	\$ 16,676.73
Employee Benefits	Salary Cost	EB Rate	Total	
Area Pool Supervisor	\$ 506.00	9.47%	\$ 47.92	
Cashier Clerk	969.00	9.47%	91.76	
Locker Room Attendant	6,979.00	9.47%	660.91	
Pool Lifeguard	20,715.00	9.47%	1,961.71	
Pool Manager	4,726.80	9.47%	447.63	
Total Employee Benefits Cost			<u>\$ 3,209.93</u>	\$ 3,209.93
Services and Supplies			Total	
Pool Equipment and Maintenance			<u>\$ 1,500.00</u>	\$ 1,500.00
ESTIMATED TOTAL PROGRAM COST (FISCAL YEAR 2008)				<u>\$55,282.47</u>



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

CITY OF TEMPLE CITY

FOR

COMMUNITY SWIM PROGRAM SERVICES

JULY 2008

**CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND
CITY OF TEMPLE CITY
FOR
COMMUNITY SWIM PROGRAM SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2008, by and between the County of Los Angeles, hereinafter referred to as the County and City of Temple City, hereinafter referred to as Temple City.

RECITALS

WHEREAS, the Temple City Unified School District owns Temple City High School Pool which is available for public swimming programs; and

WHEREAS, on August 14, 2002, the City of Temple City and the Temple City Unified School District entered into an Agreement for the Use of Facilities for recreational and educational services; and

WHEREAS, the City of Temple City desires to offer a Community Swim Program to its residents; and

WHEREAS, the County of Los Angeles has the expertise and qualified staff to implement a summer Community Swim Program at Temple City High School; and

WHEREAS, the County of Los Angeles is acting as an agent of the City of Temple City for purposes of implementing the Community Swim Program; and

WHEREAS, pursuant to Section 56 1/2 of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code, the County of Los Angeles and the City of Temple City entered into General Service Agreement No. 73631 on May 14, 2001; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, and C, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A – Safely Surrendered Baby Law
- 1.2 EXHIBIT B - Contractor Confidentiality Certification
- 1.3 EXHIBIT C – Contractor’s EEO Certification

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between Los Angeles County and City of Temple City. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2 Temple City:** City of Temple City, the government entity that has entered into this agreement with Los Angeles County to perform or execute the work covered by this Contract.
- 2.3 City Council:** City Council of the City of Temple City acting as governing body or their designee.
- 2.4 City Manager:** The City Manager of the City of Temple City, or his authorized representative(s)
- 2.5 School District:** The Temple City Unified School District having jurisdiction over Temple City High School Pool.

- 2.6 Board of Supervisors:** The Board of Supervisors of Los Angeles County acting as governing body or their designee.
- 2.7 County:** The County of Los Angeles
- 2.8 State:** The State of California
- 2.9 City Contract Manager:** The individual designated by the City of Temple City to administer the Contract operations after award of the Contract.
- 2.10 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.11 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.
- 2.12 Department:** The Los Angeles County Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.13 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).
- 2.14 Contract Sum:** Subject to acceptance and approval by the County Board of Supervisors and the City of Temple City, Temple City shall make one payment to the County for services rendered under the terms and conditions of this Contract within thirty (30) days from the joint walk-through at the conclusion of the Community Swim Program.
- 2.15 Day(s):** Calendar day(s) unless otherwise specified.
- 2.16 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 Contract Year:** The first day of the month following approval of the contract by the Board of Supervisors. This is a six week summer Community Swim Program.

3.0 CONTRACTOR SERVICES

3.1 Pursuant to the provisions of this Contract, the County will conduct a six week summer Community Swim Program at Temple City High School pool which may consist of swim instruction and recreational swimming.

3.1.1 SWIM INSTRUCTION

The County shall provide all levels of swim instruction outlined in the American Red Cross Water Safety program, and recreational swimming programs. Swimming instruction sessions will be conducted up to five (5) times per day, Monday through Friday.

3.1.2 RECREATIONAL SWIM

The County shall provide a recreational Community Swim Program which will include check room services for clothing and personal belongings. Recreational swimming is generally defined as that activity during which the public has access to the pool, however, no organized activity or instruction is provided by the County. Recreational swimming will be offered daily, Monday through Friday.

3.2 If the City provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the City, and the City shall have no claim whatsoever against the County.

4.0 DESIGNATED PREMISE

The designated premise shall consist of the swimming pool building, the office and the water polo team room, the shower and locker areas and the boys and girls restrooms at Temple City High School located at 9501 East Lemon Avenue, Temple City, CA 91780 (hereinafter referred to as 'premises').

5.0 TERM OF CONTRACT

5.1 The term of this Contract shall be for a period of two years commencing upon the first day of the month following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this contract.

- 5.2 The County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, and shall include any cost of living adjustment (COLA) awarded to county employees, per option year, as provided for in Sub-section 6.3, hereinafter.
- 5.3 The City shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the City shall send written notification to the Department at the address herein provided in Section 11.13, Notices, of this Contract.
- 5.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

6.0 CONTRACT SUM / CONSIDERATION

- 6.1 The contract sum, for the first year of this Contract, for a six week summer Community Swim Program is estimated to be fifty five thousand two hundred and eighty-two dollars (\$55,282.) payable by Temple City to the County for provision of the Community Swim Program services. Payment received from the City shall be the actual cost of the services being provided by County. The amount invoiced to Temple City shall reimburse the County in full for the following County employees' salaries and benefits: area pool supervisor; cashier clerk, locker room attendant, pool lifeguard and pool manager. In the event the Community Swim Program provides reduced or increased hours due to a reduced or excess number of participants in the program, there will be an adjustment in the amount payable by Temple City to the County.
- 6.2 During the option years, the County reserves the right to renegotiate the Contract sum for services provided.

6.3 **Cost of Living Adjustment (COLA)**

If the County elects in its sole determination to exercise the option years, the annual contract sum, identified hereinabove, may be adjusted annually based on the general salary movement granted to County employees as determined by the Chief Executive Officer (CEO) as of each July 1 for the prior 12-month period.

6.4 **Invoices and Payments**

Subject to acceptance and approval by the City and the County, payments shall be made to the County within thirty days (30) from the date the invoice is sent by County. Payment should be sent to the **Department of Parks and Recreation 433 South Vermont Avenue, Los Angeles, CA 90020, Attention: Accounting Section.**

6.5 The City shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the City's duties, responsibilities, obligations, or performance of same by any other entity other than the City, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval sent as a Notice of Change and Amendment as noted in Section 11.0 Standard Terms and Conditions, Sub-section 11.13.

7.0 **JOINT WALK THROUGH OF DESIGNATED PREMISES**

The City and County authorized representatives shall conduct a joint walk-through inspection of the premises, prior to the start of this Contract, and after Board approval. The purpose of the inspection is to determine the operational readiness of the premises and equipment. In the event County determines the facility premises and/or equipment are not operational, then it reserves the right to request that City undertake corrective actions necessary to remedy deficiencies, or in the alternative, County reserves the right to cancel the Community Swim Program.

8.0 COUNTY'S OPERATING RESPONSIBILITIES

8.1 Staff

The County shall provide qualified and trained employees necessary for the efficient operation of swim programs and activities at pool facilities including but not limited to area pool supervisors, cashier clerk, locker room attendant, pool lifeguards and pool manager. County staff shall be readily identifiable by the use of uniforms and/or other similar identifying apparel.

8.2 Lifeguards

The County shall employ persons tested and certified as Lifeguards in accordance with the current State of California and/or County of Los Angeles standard.

8.3 Maintenance and Health Code Compliance

The County shall provide maintenance sufficient to comply with Public Health and Safety Code Division 20, chapter 1, Section 24101.2 (Health and Safety Code) to wit: "Every public swimming pool, including the swimming pool structure, appurtenances, operation, source of water supply, method of water purification, lifesaving apparatus, measures to ensure personal cleanliness of bathers shall be such that the public swimming pool is, at all times, sanitary, healthful and safe". These measures will include, but not be limited to: (a) vacuum and brush the pool bottoms and sides at least three (3) times per week, (b) test for proper pH levels and chlorine residual on a daily basis; and (c) adjust calculators and feeder pumps to maintain Health Department standards as needed. County shall conduct daily inspections of all pool equipment and machinery. A report will be submitted to the City with any necessary repairs and replacement. The City shall address these deficiencies with the Temple City Unified School District and develop a corrective action plan. If repairs are not made and the deficiencies constitute a violation of the Health and Safety Code, the County will close the pool to the public. Upon closure of the pool, the County will immediately notify the City.

8.4 Attendance Records

The County shall provide the City with weekly Community Swim Program participation figures including daily swim lesson and recreation swim attendance. Attendance figures will be submitted to the City on Monday following the preceding week.

8.5 Daily Maintenance of Pool Area

The County shall remove any debris generated by its activities and shall leave the premises in comparable state of cleanliness as existed prior to the conduct of its daily activities.

8.6 Signage

The County shall be responsible for maintenance of safety wall signs and deck-stencilled signs around the pool.

8.7 Public Entrance to Pool

During the operation of the Community Swim Program and activities, the eastside building entrance of the premises shall be the access point for the public entrance to the swimming pool, shower and locker room facilities.

8.8 Condition of Premises

The County shall repair, cause to be repaired, or reimburse the City for the cost of repairing any damage to the premises that may occur as a result of the County's programs and activities.

9.0 CITY'S OPERATING RESPONSIBILITIES

9.1 Facility Use Permit

Prior to the commencement of the summer Community Swim Program, the City shall obtain the Facility Use Permit by the Temple City Unified School District for the purposes stated herein.

9.2 Communication with School District

The City shall be the party responsible for communicating all issues with the Temple City Unified School District, including but not limited to facility operation and maintenance, scheduling changes and group usage of pool.

9.3 City Staff and Employment Practices

The City shall designate one member of its staff as a City Contract Manager with whom the County may deal with on a daily basis. The person

selected as a City Contract Manager shall be fully acquainted with the Contract operation, familiar with the term and conditions prescribed therefore by this Contract and authorized to act in the day to day operation thereof.

9.4 Compliance with Laws, Rules and Regulations

9.4.1 The City shall conform to and abide by all municipal, County, State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, the City shall conform to and abide by all rules and regulations and policies of the Board of Supervisors and/or the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

9.4.2 The City hereby agrees to cooperate with the Director, County Contract Managers and Monitors and any appropriate State or Federal representatives, in the reviewing and monitoring of the City's Service Program, records and procedures, at any reasonable time, as requested by the County.

9.4.3 The Director may at any time, give the City written notice to the effect that the conduct or action of a designated City employee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. Following the Director's written notice thereof, the City shall, at the Director's discretion: (1) terminate such employee's work assignment or; (2) the City shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and the City shall take reasonable measures under the circumstances, to assure the Director that the conduct and activities of the City employee will not be detrimental to the interest of the public patronizing the premises.

9.5 Maintenance of Premises

The City shall ensure that the pool building structures, equipment and all appurtenant apparatus are in safe and proper operator conditions. The City shall pay all costs of providing necessary maintenance and repair of facilities and/or equipment for the premises. In the event that maintenance and repairs are required, the premises, or that portion thereof requiring such maintenance and repairs, may be closed to the public use by either party hereto, provided that written notice is given to the other party.

9.6 Illegal Activities

The City shall not knowingly permit any illegal activities to be conducted upon the premises.

9.7 Promotion of Summer Community Swim Program and Registration

The City shall be responsible for promoting the summer Community Swim Program to its residents and notifying the public of program changes and/or cancellation or interruptions of service. Additionally, the City shall conduct registration for the summer Community Swim Program with the assistance of County staff.

9.8 Signage

The City shall install signage identifying the Community Swim Program as a City sponsored activity.

9.9 Utilities

The City shall provide and pay for any necessary utilities serving the premises.

9.10 Keys

The City shall furnish two (2) complete sets of keys of the premises for the County staff.

10.0 ENFORCEMENT OF CONTRACT

10.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Manager and

Contract Monitor(s) in order to inspect and review the City's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the City to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the City's performance under this Contract.

- 10.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the City's compliance with all Contract terms and conditions and performance standards.
- 10.3 The City hereby agrees to cooperate with the Director, County Contract Managers and Monitors, and any appropriate State or Federal representatives, in the review and monitoring of the City's service program, records and procedures at any reasonable time, as requested by the County.
- 10.4 In the event the County commences legal proceedings for the enforcement of this Contract the City does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

11.0 STANDARD TERMS AND CONDITIONS

11.1 Cancellation

- 11.1.1 This Contract may be revoked by the County in the event of any failure or refusal on the part of the City to keep or perform the terms and conditions herein.
- 11.1.2 As a condition precedent to the Director recommending cancellation to said Board, the Director shall give the City ten (10) days notice by personal service or by registered or certified mail of the premises therefore and indicate that an opportunity to be heard thereon will be afforded prior to such recommendation by the Director, if request is made therefore.

11.2 Compliance With Civil Rights Laws

The City hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

11.3 Facsimile Representations

The County and the City hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Notices and Amendments and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, and that the parties will follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

11.4 Force Majeure/Time Extensions

If performance by a part of any portion of this Contract is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions, civil commotions, fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. The City's obligation to pay Rent, however, is not excused by this Section.

11.5 Governing Law, Jurisdiction, And Venue

The City shall be governed by, and construed in accordance with, the laws of the State of California. The City agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding

this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

11.6 Indemnification

The City agrees to indemnify, defend and hold harmless the County, its Special Districts, elected and appointed, officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's or any of its elected or appointed officials, officers, employees, and agents' acts and/or omissions arising from and/or relating to this Contract. The City's duty to indemnify the County shall survive the expiration or other termination of this Contract.

11.7 Independent License

The City shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of the City pursuant to this license.

11.8 Insurance Requirements

Without limiting the City's indemnification of the County, and the State of California, the City shall provide and maintain at its own expense, and shall require all of its subcontractors, if any, to maintain, the following programs of insurance specified in this agreement. Such 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 the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County.

11.8.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Parks and Recreation, Attention: Contracts, Golf & Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007, prior

to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverage's required in this Contract.
- c. Contain the express condition that the County is to be given written notice by mail at least thirty (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 policy, adding the County of Los Angeles, its Special Districts, and the County of Los Angeles Flood Control District, its officials, officers and employees as insured's for all activities arising from this Contract.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the City to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the City 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.

11. 8.2 Notification of Incidents, Claims or Suits

The City shall report to County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the City and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- b. Any third party claim or lawsuit filed against the City arising from or related to services performed by the City under this Contract.
- c. Any injury to a City employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the City under the terms of this Contract.

11.9 Insurance Coverage Requirements

11.9.1 The City shall provide and maintain, throughout the term of this Contract, the following programs and amounts of insurance:

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

General Aggregate:	\$2,000,000
Products/Completed	
Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- b. Workers Compensation and Employer's Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the City is responsible. If the City's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which The City is responsible. In all cases, all persons providing services on behalf of the City and for all risk to such persons under this Contract with limits of not less than the following:

Each Accident: \$1,000,000
Disease - policy limit: \$1,000,000
Disease - each employee: \$1,000,000

11.9.2 Failure to Procure Insurance

- a. Failure by the City to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the agreement upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from the City resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to the City, the County may charge any sums due by the City for any premium costs advanced by the County for such insurance.
- b. Notwithstanding the above and in the event that the City fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the City shall pay full compensation for all costs incurred by the County.

11.10 City's Warranty of Adherence to County's Child Support Compliance Program

11.10.1 The City 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.

11.10.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the City's duty under this Contract to comply with all applicable provisions of law, The City warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and

wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

11.11 Non-Discrimination and Affirmative Action

- 11.11.1 The City hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, and the Americans with Disabilities Act of 1990, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability, be subject to discrimination under the privileges and use granted by this Contractor under any project, program or activity supported by this License Agreement.
- 11.11.2 The City certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964, the Unruh Civil Rights Act, the Cartwright Act, and the State Fair Employment Practices Act.
- 11.11.3 The City certifies and agrees that subcontractors, if any, bidders and vendors thereof are and shall be selected without regard to

or because of race, creed, color, national origin, sex, age, marital status, or disability.

- 11.11.4 All employment records of employees working at the premises shall be open for inspection and re-inspection at any reasonable time during the term of this Contract for the purpose of verifying the practice of non-discrimination by the City in the areas heretofore described. All information obtained in connection with the inspections of records shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.
- 11.11.5 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. County reserves the right to determine independently that the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the City has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that the City has violated the non-discrimination provisions of this Contract.
- 11.11.6 The parties agree that in the event the City violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS (\$500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Contract. The City further agrees that FIVE HUNDRED DOLLARS (\$500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this Contract.

11.12 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the City.

11.13 Notices

Any notice required to be given under the terms of this Contractor any law applicable thereto may be: (1) by facsimile; (2) sent by electronic mail (email); (3) delivered by personal service, placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. **The address to be used for any notice served by mail upon the City shall be: The City of Temple City, 9701 Las Tunas Drive, Temple City, CA 91780 Attn: Ms. Cathy Burroughs, Director of Parks and Recreation** or such other place as may hereafter be designated in writing to the Director by the City. **The address to be used for any notice served by mail upon the County shall be: Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007**, or such other place as may hereafter be designated in writing to the City by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

11.14 Notice to Employees Regarding the Safely Surrender Baby Law

The City acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The City understands that it is the County's policy to encourage all companies doing business with the County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the City's place of business. The City shall provide to its employees, and shall require

each subcontractor, if any, 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 Exhibit of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

11. 15 Public Records Act

11.15.1 Any documents submitted by the City; all information obtained in connection with the County's right to audit and inspect the City's documents, books, and accounting records pursuant to Section 11.24, Record Retention and Inspection/Audit Settlement, of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

11.15.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the City agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

11.16 Record Retention and Inspection/Audit Settlement

The City shall maintain accurate and complete financial records of its activities and operations relating to this Contract. The City agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction,

activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment and proprietary data and information, shall be kept and maintained by the City and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the City at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the City shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 11.16.1 In the event that an audit of the City is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the City or otherwise, then the City shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the City's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 11.16.2 Failure on the part of the City to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 11.16.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the City regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is more than the payments made by the City to the County, then the difference shall be either: a) repaid by the City to the County by cash payment

upon demand or b) at the sole option of the County's Auditor-Controller, added to any amounts due to the County from the City, whether under this Contract or otherwise.

11.17 Recycled-Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the City agrees to use recycled-content paper to the maximum extent possible on this Contract.

11.18 Severability

If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

11.19 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the City to maintain compliance with the requirements set forth in Section 11.17, City's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the City to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to debarment of Contract, pursuant to County Code Chapter 2.202.

11.20 Termination for Convenience

This Contract may be terminated, in whole or in part, with or without cause from time to time, when in the County's sole discretion, such action to be in its best interest. Termination shall be effected by a written Notice of Termination to the City specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the date of such notice.

11.21 Termination For Insolvency

11.21.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the City. The City shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the City is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contract under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the City; or
- d. The execution by the City of a general assignment for the benefit of creditors.

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

11.22 Termination for Non-Adherence of County Lobbyist Ordinance

The City and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the City, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of the City or any County Lobbyist or County Lobbying firm retained by the City to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

11.23 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12.0 ENTIRE CONTRACT


This document and the exhibit(s) attached hereto, constitutes the entire Contract between the County and The City for the authorized operations for the City of Temple City Community Swim Program Services. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the City's operation and the premises to be used in the conduct thereof.

13.0 AUTHORIZATION WARRANTY

The City represents and warrants that the person(s) executing this Contract for the City is (are) authorized agent(s) who have actual authority to bind the City to each and every term, condition, and obligation of this Contract and that all requirements of the City have been fulfilled to provide such authority.

IN WITNESS WHEREOF, the City of Temple City has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Parks and Recreation and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By 
Russ Guiney
Director of Parks and Recreation

By _____
City Manager, City of Temple City

ATTEST:

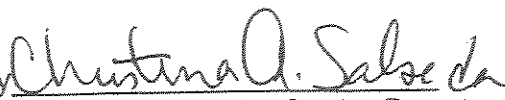
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

By _____
City Clerk, City of Temple City

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

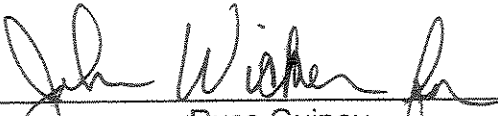
County Counsel

By 
Christina A. Salseda, Senior Deputy

By _____
City Attorney

IN WITNESS WHEREOF, the City of Temple City has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Parks and Recreation and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By 
Russ Guiney
Director of Parks and Recreation

By 
City Manager, City of Temple City

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

By 
City Clerk, City of Temple City

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By _____
Christina A. Salseda, Senior Deputy

By 
City Attorney

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } s.s.

On this 4th day of June, 2008 before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared the City Manager and the City Clerk, of the City of Temple City personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that the persons executed the same in their authorized capacity, and that by their signatures on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By


Deputy County Clerk

EXHIBIT A

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



EXHIBIT A

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



EXHIBIT A

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CONTRACTOR CONFIDENTIALITY CERTIFICATION

CITY/CONTRACTOR NAME City of Temple City
Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: 5 / 20 / 2008

PRINTED NAME: Charles R. Martin

POSITION: City Manager

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

EXHIBIT C**CITY'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

City of Temple City
City's Name

9701 Las Tunas Drive, Temple City, CA 91780
Business Address

95-2098523
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

CITY'S CERTIFICATION**Check One**

1. The City has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes ☐ No
2. The City periodically conducts a self analysis or utilization analysis of its work force. ☒ Yes ☐ No
3. The City 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 City has a system for taking reasonable corrective action which includes the establishment of goals and timetables. ☒ Yes ☐ No

Name (please print or type) Charles R. Martin

Title of Signer (please print or type) City Manager

Signature _____

Date May 20, 2008