



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

June 30, 2026

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:

TRANSPORTATION CORE SERVICE AREA
SANTA CLARITA VALLEY TRANSIT SERVICES AGREEMENT
FOR FISCAL YEARS 2026-27, 2027-28, AND 2028-29
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval for the continuation of funding for public transit services for residents of the unincorporated Los Angeles County communities of the Santa Clarita Valley and delegate the authority to the Director of Public Works or his designee to execute a 3-year agreement for that purpose with the City of Santa Clarita for Fiscal Years 2026-27, 2027-28, and 2028-29.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that this activity is statutorily exempt from the California Environmental Quality Act.
2. Approve continuation of public transit services for the unincorporated Los Angeles County communities of the Santa Clarita Valley for a period of 3 years, commencing on July 1, 2026, through June 30, 2029. The estimated annual cost for Fiscal Year 2026-27 is \$3,741,000, the second year is \$4,065,000, and the third year is \$4,906,000, for a maximum potential contract sum of \$12,712,000.
3. Delegate authority to the Director of Public Works or his designee to negotiate and execute an agreement between the City of Santa Clarita and the Los Angeles County to jointly finance and for the City of Santa Clarita to administer transit services for Fiscal Years 2026-27, 2027-28, and 2028-29.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide funding to the City of Santa Clarita (City) for the continuation of public transit services for the residents of the unincorporated Los Angeles County (County) communities of the Santa Clarita Valley (SCV). The services are essential to ensure mobility and accessibility for our constituents.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health; and Focus Area Goal E, Economic Health, Strategy i, Community-Based Institutions and Organizations, to strengthen the partnership with community-based institutions and organizations to help serve our communities and strengthen the social fabric within them. This transit service improves the mobility options and the quality of life for County residents. By continuing to fund this service with the City transit services are provided to the public in a cost-effective, timely, and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of SCV's transit services for 3 years is estimated to be \$139,920,000. The City will be pursuing funding assistance from various sources, such as Federal Transit Administration, State Proposition A Discretionary, and Proposition A Incentive grant for these services. Any grant funds received by the City, along with farebox revenue and Metrolink transfer revenue, will offset the County's share of the cost. The Federal, State, and local allocations are based on populations and ridership. The projections for the allocations were very consistent. Additionally, the cost of the program has been stable based on City's negotiated contract costs with its service provider. Any changes to the transit service schedules are planned months in advance and Public Works would be able to return to the Board of Supervisors if the cost-of-service changes went beyond the ten percent contingency. The County's net share of the cost for the 3-year period after deducting grants and farebox/transfer revenue is estimated to be \$12,712,000.

The County cost for Fiscal Year 2026-27 is estimated to be \$3,714,000. Funding for the first year of County's jurisdictional share is available in the Fifth Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year 2026-27 Budget. Funding to finance future fiscal years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board has previously approved programs to provide public transit to the residents of the unincorporated County communities of SCV. These services are economically performed through partnership with the City and its independent contractor and include 7 days a week local bus service, 5 days a week commuter bus service, and 7 days a week elderly and persons with disabilities and general public paratransit service. The services have been administered by the City since January 1, 1992. Public Works coordinates with the City and develops the cost of providing transit services in SCV. The current 4-year agreement expires June 30, 2026. The proposed enclosed draft agreement establishes the maximum County obligation over the next 3 years.

The Honorable Board of Supervisors

6/30/2026

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The agreement will be approved as to form by County Counsel prior to final execution by the Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

The proposed activity is statutorily exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the California Public Resources Code. This exemption provides for the implementation of passenger or commuter services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for continuation of the current services. The SCV transit services will enhance the mobility of the residents of Canyon Country, Castaic, Stevenson Ranch, and Val Verde communities by providing various transit and access options.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:MER:yr

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

AGREEMENT



BY AND BETWEEN

THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

AND

SANTA CLARITA TRANSIT

FOR

SANTA CLARITA VALLEY TRANSIT SERVICES

FISCAL YEARS

2026-27, 2027-28, AND 2028-29

SANTA CLARITA VALLEY TRANSIT SERVICES

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AGREEMENT

THIS cooperative AGREEMENT (hereinafter referred to as AGREEMENT), made and entered into by and between the City of Santa Clarita, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

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

WHEREAS, CITY and COUNTY desire to operate SERVICES during Fiscal Years 2026-27, 2027-28, and 2028-29; and

WHEREAS, CITY is willing to administer the contract for SERVICES for Fiscal Years 2026-27, 2027-28, and 2028-29; and

WHEREAS, CITY and COUNTY propose to finance their respective jurisdictional shares of the total actual cost of SERVICES, including operational costs (contract and vehicle acquisition/lease costs) and administration; and

WHEREAS, because of CITY/COUNTY joint programs set forth herein, CITY shall apply for and CITY may be granted incentive, bonus, or other funds, including but not limited to, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Subregional Paratransit Grant Program funds, Federal Transit Administration funds, Congestion Mitigation and Air Quality funds, Proposition A Discretionary funds, State Transit Assistance funds, Proposition C Discretionary funds, or Proposition A Incentive funds, Measure M, and Measure R, (all hereinafter referred to as BONUS), which shall be applied to the total actual cost of service as described in Exhibit A.

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

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

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, General Requirements; Exhibit C, Evidence of Insurance Programs; Exhibit D, Jury Service Ordinance; Exhibit E, Jury Service Certification form; Exhibit F, Safely Surrendered Baby Law Fact Sheet; and Exhibit G, Internal Revenue Service Notice 1016; attached hereto, are agreed by the COUNTY and the CITY to constitute the entire AGREEMENT.

THIRD: The term of service under this AGREEMENT shall be for the period of three years commencing on July 1, 2026, or upon BOARD'S approval, whichever occurs last, through June 30, 2029.

FOURTH: COUNTY agrees, in consideration of satisfactory performance of the foregoing SERVICES in strict accordance with the AGREEMENT specifications to the satisfaction of the Director of Public Works, or his designee (hereinafter referred to as DIRECTOR), to pay the CITY pursuant to Section 2 of Exhibit A, Scope of Work, an amount not to exceed the maximum potential contract sum of Thirteen Million Four Hundred Seventy-Nine Thousand and 00/100 Dollars (\$13,479,000) for the entire contract period or such greater amount as the BOARD may approve (Maximum Contract Sum). The sum for Fiscal Year 2026-27 is Four Million Fifty Thousand and 00/100 Dollars (\$4,050,000); the sum for Fiscal Year 2027-28 is Four Million Forty-Three Thousand and 00/100 Dollars (\$4,043,000); and the sum for Fiscal Year 2028-29 is Five Million Three Hundred Eighty-Six Thousand and 00/100 Dollars (\$5,386,000). In no event shall the aggregate total amount of compensation paid to CITY exceed the amount of compensation authorized by BOARD. Such aggregate total amount is the maximum contract sum. COUNTY'S obligations under this AGREEMENT are subject to availability of funds in its budget for the term of this AGREEMENT.

FIFTH: COUNTY agrees to pay COUNTY'S jurisdictional share of SERVICES operational costs and fifteen percent (15%) of COUNTY'S jurisdictional share of SERVICES contract costs as contribution for the CITY'S administration costs upon receipt of invoice and documentation by the CITY.

SIXTH: COUNTY will make payment to the CITY within thirty (30) calendar days of receipt and approval of a properly completed invoice. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division
Accounts Payable Section
P.O. Box 7508
Alhambra, CA 91902-7508

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SANTA CLARITA on _____, 2026, and by the DIRECTOR OF PUBLIC WORKS on _____, 2026, pursuant to the delegated authority by the COUNTY OF LOS ANGELES Board of Supervisors, _____, 2026, Item ____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF SANTA CLARITA

By _____
City Manager

ATTEST:

By _____
City Clerk

By _____
City Attorney

EXHIBIT A – SCOPE OF WORK1. **CITY'S RESPONSIBILITIES**

- A. Unless otherwise specifically provided herein, CITY shall provide various forms and modes of public transportation services, including a system of local bus passenger service, commuter bus service, and paratransit service to the eligible elderly, sixty (60) years and older persons with disabilities, and the general public (hereinafter referred to as SERVICES), to serve the public in the Santa Clarita Valley.
- B. All personnel assigned to the project shall be knowledgeable about the project and maintain a professional and courteous attitude. Vehicle operators shall be trained in a manner that conforms with all Federal, State, and local laws; assure safe and reliable SERVICES; provide sensitivity toward persons with disabilities; and render knowledge of procedures and SERVICES routes.
- C. CITY shall administer the contract for SERVICES. The Santa Clarita Public Transportation System brochures, as periodically revised by CITY (hereinafter referred to as SCHEDULES), describing SERVICES in detail and by reference are incorporated herein.
- D. CITY shall provide a detailed quarterly cost and revenue report for SERVICES. Report shall include contract and administration costs and all other information deemed necessary at the sole discretion of COUNTY acting through its DIRECTOR. Contract costs shall be broken down by service type and jurisdiction.
- E. CITY shall provide DIRECTOR with a detailed quarterly ridership report for SERVICES broken down by mode of service and jurisdiction.
- F. CITY shall review and approve all contract invoices for SERVICES to pay service provider directly for the net contract costs of SERVICES (total contract costs less farebox revenue where applicable) within thirty (30) calendar days of approval of invoices and to submit invoices to DIRECTOR for COUNTY'S jurisdictional share of the total cost of SERVICES and administration cost, less BONUS, on a quarterly basis.
- G. CITY shall apply for BONUS pursuant to Section 3.1 of this Exhibit A and should BONUS be granted to CITY, CITY and COUNTY shall share BONUS in the same proportion as CITY and COUNTY jurisdictionally share in the mode of service for which BONUS is received. CITY shall deduct COUNTY'S share of BONUS from COUNTY'S quarterly jurisdictional cost of SERVICES for the particular mode of service for which BONUS was received.

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

I. All vehicles used in SERVICES shall be maintained at a minimum to meet standards in accordance with vehicle manufacturer's recommended preventive maintenance program. All vehicles required to be utilized in this AGREEMENT will be safe for operation on public roads and streets. All vehicles shall be free of graffiti and any obvious damage to the interior and exterior and shall be thoroughly cleaned prior to operation of SERVICES.

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

J. CITY shall be responsible for collection of National Transit Database (NTD) data as required by the Federal Transit Administration (FTA) on behalf of COUNTY. CITY shall prepare and submit quarterly and annual NTD reports, including data for the unincorporated COUNTY communities served, in accordance with the FTA's NTD Guidelines to LACMTA with a copy forwarded to the DIRECTOR. CITY shall be responsible for complying with all current NTD and FTA requirements.

2. COUNTY'S RESPONSIBILITIES

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

B. COUNTY shall pay for its jurisdictional share for the purchase of the local service and commuter buses less BONUS. Payment is to be made within thirty (30) calendar days of approval of invoice.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- A. CITY agrees to have contractor and/or subcontractor collect fares for SERVICES as outlined in SCHEDULES. Any fare revenue collected shall be retained by contractor and/or subcontractor to partially fund total operating costs. CITY agrees, upon request of DIRECTOR, to have contractor and/or subcontractor accept passes or vouchers issued by DIRECTOR in lieu of cash fares specified in SCHEDULES. If it is determined that SERVICES may be improved by revisions to fares, DIRECTOR and CITY may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) as required by law.
- B. CITY and COUNTY will finance their jurisdictional shares of the total costs of SERVICES less BONUS and fares.
- C. Any revisions to SERVICES, including but not limited to, fares, routes, schedules, or other operating functions proposed by either CITY or DIRECTOR shall not be implemented without prior written concurrence by both CITY and DIRECTOR.
- D. COUNTY shall not be required to pay for any revisions to SERVICES that affect the jurisdictional share of the cost of SERVICES that are implemented without prior written concurrence by DIRECTOR.
- E. The total actual costs of SERVICES, as referred to in this AGREEMENT and as described in SCHEDULES, include the amount paid to CITY'S contractor(s) for SERVICES and CITY'S costs to administer SERVICES contract(s).
- F. If at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT authorized representatives of COUNTY conduct an audit of SERVICES and if such audit finds that COUNTY'S dollar liability for SERVICES is less than payments made by COUNTY to CITY, CITY agrees that the difference shall be either: (1) repaid forthwith by CITY to COUNTY by cash payment, or (2) at DIRECTOR'S option, credited against any future payments hereunder to CITY. If such audit finds that COUNTY'S dollar liability for SERVICES is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation as set forth in this AGREEMENT be exceeded.
- G. Under declaration of any emergency by appropriate government representatives, the County of Los Angeles Sheriff's Department is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared

emergency, CITY shall cooperate with and deploy vehicles, within the limits of available resources, in a manner described by the County of Los Angeles Sheriff's and Fire Departments, or local police. CITY may invoice COUNTY for such emergency service(s) provided within the unincorporated COUNTY communities at the same rates described in paragraph H. If regular SERVICES are disrupted during an emergency, charges for SERVICES shall be suspended for the duration of such emergency.

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

1. Local Bus Service

CITY'S jurisdictional share shall be equal to the ratio of service revenue hours traveled in CITY to the total system revenue hours traveled. COUNTY'S jurisdictional share shall be equal to the ratio of service revenue hours traveled in COUNTY to the total system service revenue hours traveled as shown in the CITY Local Service Timetable effective January 8, 2012. CITY'S jurisdictional share of the local bus service is eighty-five-point twenty-two percent (85.22%) and COUNTY'S jurisdictional share is fourteen-point seventy-eight percent (14.78%).

2. Commuter Bus Service

CITY'S jurisdictional share shall be equal to the percentage of the total ridership who are CITY residents. COUNTY'S jurisdictional share shall be equal to the percentage of the total ridership, who are residents of the unincorporated COUNTY communities. The current share is based on a CITY survey of commuters completed in spring of 2010. CITY'S jurisdictional share is seventy-seven-point zero three percent (77.03%) and COUNTY'S jurisdictional share is twenty-two-point ninety-seven percent (22.97%).

3. Paratransit Services

CITY'S jurisdictional share shall be equal to the percentage of the total ridership who are CITY residents. COUNTY'S jurisdictional share shall be equal to the percentage of the total ridership who are residents of the unincorporated COUNTY communities. The jurisdictional shares shall be based on the ridership information from Fiscal Year 2009-10. CITY'S jurisdictional share of paratransit services is eighty-eight-point zero five percent (88.05%) and COUNTY'S jurisdictional share is eleven-point ninety-five percent (11.95%).

EXHIBIT B – GENERAL REQUIREMENTS1. Interpretation of AGREEMENTA. Ambiguities or Discrepancies

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

B. Definitions

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

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

BOARD – The County of Los Angeles Board of Supervisors.

City – City of Santa Clarita, a municipal corporation in the County of Los Angeles.

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

County – The County of Los Angeles or County of Los Angeles Department of Public Works.

County's Chief Executive Officer – The Chief Executive Officer for the County of Los Angeles appointed by the BOARD.

Day – The calendar day(s) unless otherwise specified.

Director – The County of Los Angeles Director of Public Works or his designee.

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

Public Works – The County of Los Angeles Department of Public Works.

SERVICE – The entire contemplated scope of work prescribed in Exhibit A, Scope of Work and covered by this AGREEMENT.

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

Subcontract – An agreement by contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor at any tier.

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

C. Headings

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

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

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

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

B. Budget Reduction

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

C. Compliance with Applicable Laws

1. CITY, or its contractor, shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this AGREEMENT herein are hereby incorporated by reference. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT shall be exclusively in the COUNTY.
2. CITY, or its contractor, shall defend, indemnify, and hold COUNTY harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs, and attorney's

fees arising from or related to any alleged violation on the part of CITY or its employees, agents, or contractors of any such laws, rules, regulations, ordinances, or directives.

3. CITY, or its contractor, will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or required to operate said buses and bus equipment on public roads and streets.

D. Compliance with Civil Rights Laws

CITY hereby assures that it will comply with its civil rights obligations under the California Government Code Section 12900 et seq and Chapter 21 of the Civil Rights Act of 1964, as provided in 42 USC Sections 2000e et seq, to the end that no person shall, on the grounds of race, religious creed, color, sex, religion, age, condition of physical disability, marital status, sexual orientation, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT. CITY shall comply with its Equal Employment Opportunity Certification.

D. Child Support

1. Acknowledgement of COUNTY'S Commitment to Child Support Enforcement

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

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

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

b. As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting

CITY'S duty under this AGREEMENT to comply with all applicable provisions of law, CITY warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with the employment and wage reporting requirements 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).

F. Employment Eligibility Verification

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

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

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

H. Notice to Employees Regarding the Federal Earned Income Credit

CITY shall notify its employees, and shall require each contractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice 1016 (Exhibit G).

I. Records Retention

CITY will retain all records relating to this AGREEMENT for a minimum period of five (5) years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records shall be maintained in accordance with the State Uniform System of Accounting.

J. Recycled-Content Paper Products

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

K. Warranty Against Contingent Fees

1. CITY warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by CITY for the purpose of securing business.
2. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to suspend or terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise, recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. Terminations

A. Termination/Suspension of AGREEMENT

Each party reserves the right to terminate any or all portions of SERVICES in this AGREEMENT for any reason, without further obligation to the other party except as provided in this AGREEMENT, upon giving thirty (30) calendar days written notice to the other party.

4. Indemnification and Insurance Requirements

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

- A. The parties agree the Assumption of Liability Agreement 59595 approved by the County of Los Angeles Board of Supervisors on June 21, 1988, and/or a Joint Indemnity Agreement approved by the County of Los Angeles Board of Supervisors on October 8, 1991, shall not apply in relation to the SERVICES.
- B. In addition to all other indemnities in favor of COUNTY in this AGREEMENT, CITY shall indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees, and its special districts (hereafter collectively referred to as COUNTY indemnitees), from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of CITY, or its contractor(s) in connection with the SERVICES, including but not limited to, maintenance of equipment, or operation of SERVICES, including any workers' compensation suits, liability, or expense, and excepting any such loss or damage arising from the sole negligence or willful misconduct of COUNTY indemnitees. CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

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

- C. Without limiting CITY'S and CITY contractor's indemnification of COUNTY, during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S contractor provides SERVICES, CITY shall ensure that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 4.E.

Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other insurance maintained by or for COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICES under this AGREEMENT and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit C.

D. The CITY'S obligations to indemnify, defend, and hold harmless in this AGREEMENT in favor of COUNTY indemnitees shall survive the termination or expiration of this AGREEMENT.

E. CITY, or its contractor(s), shall maintain the following insurance coverage:

1. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office, Inc., (ISO) policy Form CG 00 01), naming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$4 million
Each Occurrence:	\$4 million

2. Automobile Liability written on ISO policy Form CA 00 01 or its equivalent. Such insurance shall include coverage for all owned, nonowned, and hired vehicles, or coverage for any auto, in an amount as recommended by the Public Utilities Commission, but not less than the following (can be met by a combination of primary and excess insurance coverage):

- a. Seating capacity of 18 passengers or more Ten Million and 00/100 Dollars (\$10,000,000).
- b. Seating capacity of 16 passengers or less (including driver), Five Million and 00/100 Dollars (\$5,000,000).
- c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000) per person, One Million and 00/100 Dollars (\$1,000,000) per occurrence, and Fifty Thousand and 00/100 Dollars (\$50,000) property damage, or a combined single limit of One Million and 00/100 Dollars (\$1,000,000).

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

3. Workers' Compensation and Employers' Liability insurance or qualified self-insurance program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with a \$1,000,000 limit, covering all persons CITY is legally required to cover.

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

4. Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per claim and Two Million and 00/100 Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5. Failure on the part of CITY or CITY'S contractor(s) to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which COUNTY may, at its sole and absolute discretion, immediately suspend or terminate this AGREEMENT.

5. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Exhibits D and E include the Jury Service Ordinance and Jury Service Certification form.

B. Written Employee Jury Service Policy

1. CITY is a contractor subject to compliance with the COUNTY'S Jury Service Program unless CITY has demonstrated to COUNTY'S satisfaction either that CITY is not a contractor as defined in Jury Service Program (Section 2.203.020 of Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program under

(Section 2.203.070 of Los Angeles County Code). CITY shall have and adhere to a written policy that provides that its employees shall receive from CITY, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CITY or that CITY deduct from the employee's regular pay the fees received for jury service. If CITY uses any contractor to perform services for COUNTY under this AGREEMENT, contractor shall also be subject to the provisions of the Jury Service Program. The requirements of this Section shall be inserted into any contract agreement between CITY and any contractors that provide SERVICES; and a copy of the Jury Service Program shall be attached to the agreement requiring such contractor(s) to complete Exhibit E (Jury Service Form) and comply with the requirements of this Section.

2. For purposes of the COUNTY'S Jury Service Program, contractor means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$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 forty (40) hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by COUNTY or (2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY shall have a continuing obligation to review the applicability of the COUNTY'S Jury Service Program for SERVICES, and CITY shall immediately notify COUNTY if CITY at any time CITY either comes within the Jury Service Program's definition of contractor or if CITY no longer qualifies for an exception to the Jury Service Program. In either event, CITY shall immediately implement a written policy consistent with the COUNTY'S Jury Service Program. COUNTY may also require, at any time during this AGREEMENT, and at its sole discretion, that CITY demonstrate to COUNTY'S satisfaction that CITY either is not a contractor as defined by Section 2.203.020 and/or that CITY continues to qualify for an exception to the Jury Service Program.
4. CITY'S violation of this Section may constitute a material breach of AGREEMENT. In the event of such material breach, COUNTY may,

in its sole discretion, terminate or suspend the AGREEMENT as provided in Exhibit B, Section 3.A., Termination/Suspension of AGREEMENT.

6. Safely Surrendered Baby Law Program

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

CITY acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CITY understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S Safely Surrendered Baby Law poster in a prominent position at the contractor's place of business. CITY will also encourage its contractors, if any, to post this poster in a prominent position in the contractor's place of business. COUNTY'S Department of Children and Family Services will supply CITY with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

CITY shall notify and provide to its employees, and shall require each contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of AGREEMENT and is also available on the Internet at www.babysafela.org for printing purposes.

7. Time Off for Voting

The CITY shall notify its employees and shall require each contractor to notify and provide to its employees with information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten (10) days before every Statewide election, every CITY and its contractor, shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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EXHIBIT C – EVIDENCE OF INSURANCE PROGRAMS

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

1. Certificate of insurance, which specifically identifies this AGREEMENT and which includes, but not to be limited to, the following:
 - a. Full name of the insurer.
 - b. Name and address of the insured and, if SERVICES are provided in whole or in part by taxicabs, the taxicabs' operator's name.
 - c. Full name of program (example: Happy Home Elderly and Disabled Dial-a-Ride).
 - d. Insurance policy number.
 - e. Type(s) and limit(s) of liability coverage.
 - f. Certificate issue date.
 - g. Certificate expiration date.
 - h. Condition that the insurer shall notify COUNTY in writing at least thirty (30) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will endeavor to mail notice or intends to notify are not acceptable.
 - i. Signature of an agent authorized to do business with the insurer.
2. Copies of endorsements for each policy or program of insurance naming COUNTY as an additional insured as follows:

The County of Los Angeles, its special districts, elected officials, officers, agents, employees, and volunteers are included as additional insured with respect to transportation services provided by the named insured.

EXHIBIT D – JURY SERVICE ORDINANCE

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more in any twelve (12) month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or

3. A purchase made through a State or Federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the *Los Angeles County Fiscal Manual*, Section 4.4.0 or a successor provision; or
 6. A purchase card purchased pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-2810 or a successor provision; or
 7. A nonagreement purchase with a value of less than Five Thousand and 00/100 Dollars (\$5,000.00) pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section PP-1100 or a successor provision.
- D. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard, as determined by the Chief Executive Officer, or
 2. The contractor has a long-standing practice that defines a full-time schedule as less than forty (40) hours per week.
- E. "County" means the County of Los Angeles or any public entity for which the Board of Supervisors is the governing body.

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

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

2.203.050 Other Provisions.

- A. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

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

- A. Recommend to the Board of Supervisors the termination of the contract; and/or
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective bargaining agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten (10) or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding twelve (12) months that, if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

EXHIBIT E – EMPLOYEE JURY SERVICE FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). **All bidders or proposers, whether a contractor or subcontractor, must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance.** Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

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

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of contractor, as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It (1) has 10 or fewer employees; and, (2) has annual gross revenues in the preceding 12-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 (10) employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 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 twenty percent (20percent) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective bargaining agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Exhibit F – SAFELY SURRENDERED BABY LAW FACT SHEET

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Exhibit F – SAFELY SURRENDERED BABY LAW FACT SHEET

En el Condado de Los Angeles: 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 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 brazales para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.



EXHIBIT G – INTERNAL REVENUE SERVICE NOTICE 1016

Department of the Treasury
Internal Revenue Service

Notice 1016
(Rev. December 2013)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy.

If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

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 download copies of the notice at www.irs.gov/formpubs. Or you can go to www.irs.gov/orderforms to order it.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

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