

SCO ID: 8120-22112445

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22112445

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

Orange County Sheriff's Department

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$97,449.01 (Ninety seven thousand, four hundred forty-nine dollars and one cent)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Supervisory Course Schedule	2
Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit B, Attachment I	Budget Overview	1
+ - Exhibit B, Attachment II	Budget Detail	1
+ - Exhibit C *	General Terms and Conditions	
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit G	Office/Classroom Supplies	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dqs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Orange County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

1900 West Katella

CITY

Orange

STATE

CA

ZIP

92867

PRINTED NAME OF PERSON SIGNING

Luke South

TITLE

Commander

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By



Deputy

Date:



SCO ID: 8120-22112445

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22112445	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS

860 Stillwater Road, Suite 100

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Maria A. Sandoval

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Volume I

4.04 A.2

SCOPE OF WORK

The 80-hour Supervisory Course is specifically designed for first-level supervisors in a law enforcement agency. This course may be bifurcated into two 40 hours presentations for two consecutive months. This course must be completed within 12 months of promotion or appointment to a first-level supervisory position to meet the requirements of [POST Regulation 1005](#).

1. The Orange County Sheriff's Department (OCSD) (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with services necessary for the coordination, management, and delivery of the POST Supervisory Course to California law enforcement personnel as described herein.
2. The project coordinators during the term of this Agreement will be:

POST

Name: Jim Katapodis
 Phone: (916) 227-3467
 Email: jim.katapodis@post.ca.gov

OCSD

Name: Elyce Heppner
 Phone: (714) 538-2233
 Email: eheppner@ocsheriff.gov

Direct all Agreement inquiries to:

POST

Contracts Unit
 Attention: Windy Kaiser
 Address: 860 Stillwater Road, Ste. 100
 West Sacramento, CA 95605
 Phone: (916) 227-4537
 Email: contracts@post.ca.gov

OCSD

Name: Elyce Heppner
 Address: 1900 West Katella Street
 Orange, CA 92867
 Phone: (714) 538-2233
 Email: eheppner@ocsheriff.gov

3. The Contractor shall fully perform all responsibilities and duties as required by this Agreement and in accordance with directives of the POST Program Manager.
4. The Contractor shall present seven (7) POST Supervisory Course presentations.
 - A. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
 - B. The Supervisory Course is organized under the following topics ([Commission Procedure D-3, Supervisory Course](#)) in conjunction with new mandates which include Hi-tech Crimes and Use of Force:

<ul style="list-style-type: none"> • Accountability • Communications in a Diverse Workforce • Conflict Management • Counseling 	<ul style="list-style-type: none"> • Hi-tech Crimes(recently added) • Internal Affairs Investigations • Leadership Styles and Behaviors • Power and Authority • Recognizing and Documenting Employee Performance
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- Critical Incident Management/UOF
 - Decision-Making Models
 - Role Identification and Transition
- C. The Contractor agrees to use **only** materials from the Supervisory Course Network and materials approved by the POST Program Manager.
- D. The Contractor shall assign a Coordinator to monitor the preparation and completion of Supervisory Course presentations.
- a. Coordinator:
- i. Develops the class schedule
 - ii. Assign students to the each presentation
 - iii. Ensure students receive course related materials
 - iv. Maintain communication with facilitators
 - v. Prepare mailing labels for items to be delivered, if applicable
 - vi. Ensure all outgoing boxes contain the necessary materials, if applicable
 - vii. Purchase and store books needed for presentations, if applicable
 - viii. Create and disseminate printed handouts for presentations
 - ix. Maintain inventory of on-site supplies and supplies kept at training sites
 - x. Track attendee absences and hours missed
 - xi. Develop, print and distribute the graduation certificates
 - xii. Delegates assignments to Clerical Support
- E. The Contractor shall ensure that they provide role players and coach/evaluators for the counseling session exercise required by this course. The evaluations shall be kept on file after the completion of the course.
- a. Role Player: Shall follow POST approved script for counseling sessions scenarios. This exercise is mandatory and provides a real life situation for supervisors to engage with difficult conversations.
- b. Coach/Evaluators: Coach/Evaluators shall oversee and provide feedback to supervisors at the completion of the counseling session scenarios.
- F. This course shall be an in-person presentation and not a webinar.
- G. The Contractor agrees to always have two (2) facilitators in the classroom and monitor guest speakers. The guest speakers shall provide a lesson plan and videos presented in the classroom to POST for approval prior to instruction.
- a. Facilitator: Facilitates using adult learning methods covering the topics detailed in section 4B of this agreement. The facilitator is required to successfully complete the POST Supervisory Train the Trainer Course prior to any instruction.
- b. Guest Speaker: Guest speakers are subject matter experts on specific topics include but are not limited to stress management, POBR, and Internal Affairs. Guest speakers are required to submit lesson plans and videos prior to any instruction.

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Exhibit A

- H. Presentations shall include the DISC model and Situational Leadership II and all the materials associated with those subjects.
- I. The Contractor agrees to not charge any prospective students any tuition or fees for costs associated with the Supervisory Course presentation of the curriculum except as noted below.
 - 1) Fees associated with college registration, units, and related activities; or materials fees allowed by State law.

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Exhibit A, Attachment I

ATTACHMENT I

Supervisory Course Schedule

Week One

Time	Monday		Tuesday		Wednesday		Thursday		Friday
0800	Registration Course Overview	0800	Role Transition	0800	Student Briefing #1	0800	Student Briefing #4	0800	Student Briefing #6
0900	Student Introductions	0930	SFT "Citizen Concern"	0830	Performance Evaluations	0830	SFT "Phone call/DA Reject" "Follow-up with Duncan"	0830	Legal Issues for Supervisors
1000	Tactics to Get Acquainted SFT "Duncan's Last Briefing" "Changing of the Guard"	1000	Power and Authority			0900	Generational Differences		
1100	SFT "Foster's First Briefing"	1130	SFT "Delfino's Challenge"	1100	Student Briefing #2				
1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch
1300	SFT "Break Room Video"	1300	Situational Leadership	1300	SFT "Late to Briefing"	1300	Student Briefing #5	1300	Student Briefing #7
1330	DiSC Personality Profile		SFT "Mentoring Abrams" "Sgt. Davis Visit" "Meeting with Lt. Clark"	1330	Supervisory Problem Solving	1330	Team Building	1330	Legal (cont.) Organizational Discipline
1530				1600	Student Briefing #3	1600	SFT "Locker Room Gossip" "Phone call to Duncan" "Meeting with Abrams"		
1700		1700		1700		1700		1700	

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Supervisory Course Schedule Week Two

Time	Monday		Tuesday		Wednesday		Thursday		Friday
0800	Week One Recap	0800	Student Briefing #9	0800	Student Counseling Exercise	0800	Performance Evaluations Due Student Briefing #12	0800	Student Briefing #13, #14
0830	Student Briefing #8	0830	SFT "Morgan's Apology" "Discussion with Morgan" "The Discovery"			0830	Managing Conflict	0900	Course Exercise
0900	SFT "Vehicle Pursuit" "Vehicle Pursuit Follow-up"	0930	Critical Incident Exercise			0900		1030	Facilitator and Course Evaluations
0930	Communications and Counseling								
1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch	1200	EOW
1300	SFT "Officer Safety" "Nelson Chan's Concern"	1300	Student Briefing #10	1300	Student Briefing #11 Ethics	1300	Followership		
1330	Stress Management/Critical Incident Human Side	1320	SFT "Briefing"			1330			
		1400	Counseling Exercise Briefing	1500	Ethical Dilemma Exercise Followership Survey	1600			
1700		1700		1700		1700		1700	

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**

- A. The Contractor shall receive reimbursement for services satisfactory rendered, and upon receipt and approval of the Contractor's invoices. The State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of \$97,449.01 as set for in this Exhibit.
- B. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:
- Agreement Number
 - Course Title
 - Course Roster (POST form 2-111)
 - Dates of Course presented

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. Itemized receipts for equipment, supplies and mailing purchased and travel receipts shall be kept by the presenter. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

invoicereceived@post.ca.gov
Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

2. **BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the California State Budget Act of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

ATTACHMENT I
BUDGET OVERVIEW

Budget Overview			
Title Description	Cost	Quantity	Total
Curriculum Development			
0	\$0.00	0	\$0.00
Equipment	\$0.00	1	\$0.00
Course			
POST Basic Supervisory Course	\$13,928.43	7	\$97,499.01
		Grand Total:	\$97,499.01

**ATTACHMENT II
BUDGET DETAIL**

Course:	POST Basic Supervisory Course			
	Hours	Rate	Quantity	Total
Personnel				\$12,486.04
Facilitator	80	\$64.57	2	\$10,331.20
Guest Presenter	4	\$64.57	1	\$258.28
Guest Presenter	4	\$90.00	1	\$360.00
Guest Presenter	4	\$90.00	1	\$360.00
Coordinator	8	\$55.00	1	\$440.00
Program Manager	2	\$65.00	1	\$130.00
Clerical Support	1	\$15.00	1	\$15.00
Clerical Support	1	\$15.00	1	\$15.00
Coach/Evaluator	4	\$58.12	1	\$232.48
Coach/Evaluator	4	\$61.02	1	\$244.08
Role Player/Actor	4	\$25.00	1	\$100.00
Travel and Per Diem				\$0.00
				\$0.00
Indirect Costs			15%	\$1,872.91
Supplies				\$1,969.48
Facilities (includes Internet, A/V equipment, tech support, breakout rooms, equipment shipping)				\$0.00
				\$0.00
Subvention				-\$2,400.00
College fees		\$2,400.00	1	-\$2,400.00
Presentation Total				\$13,928.43
Number of Presentations				7
Grand Total				\$97,499.01

SPECIAL TERMS AND CONDITIONS

1. **SETTLEMENT OF DISPUTES**: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by compromise shall be decided by POST, who shall produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the Agreement requirements were exceeded. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS**: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE**: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable)**: In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. **TRAVEL (if applicable)**: Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

6. SUBCONTRACTING (if applicable): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

OFFICE/CLASSROOM SUPPLIES

Supplies Budget Detail			
	Quantity	Cost	Total
Office Supplies			\$8.58
Pens (Pack)	1	\$8.58	\$8.58
Classroom Supplies			\$909.15
Post It Notes (pack)	2	\$17.46	\$34.92
Post It Table Top Presentation Easel Pad	5	\$21.59	\$107.95
Dry Erase Markers (pack)	4	\$9.66	\$38.64
Laser Printer Ink	1	\$82.23	\$82.23
Student Writing Tablets (6 per pack)	4	\$27.41	\$109.64
Hand Sanitizer	1	\$11.66	\$11.66
3" Binders	25	\$12.87	\$321.75
Certificates (Each)	25	\$1.00	\$25.00
Datastick 2 GB USB 2.0 Flashdrives (Pkg of 10)	3	\$59.12	\$177.36
			\$0.00
Printing Production			\$229.50
Binder Content (85 pages x .09 cents x 30 students [POST will not allow edit to 25 students])	30	\$7.65	\$229.50
Books			\$822.25
DiSC Books (+ tax)	25	\$10.13	\$253.25
SGT Desk Drawer (+ tax)	25	\$3.36	\$84.00
One Minute Manager (+ tax)	25	\$19.40	\$485.00
Misc			\$0.00
			\$0.00
Grand Total:			\$1,969.48

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 
Deputy

Date: 6/27/22

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.