

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

278



**FROM: SHERIFF'S DEPARTMENT**

**SUBMITTAL DATE:**  
10/08/13

**SUBJECT: Ratification of Agreement with the State of California 46th District Agricultural Association for Law Enforcement Services at the 2013 Southern California Fair, 5/5 District. [\$41,785]**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Agreement for law enforcement services between the County and the 46<sup>th</sup> District Agricultural Association, and authorize the Chairperson to sign all copies of the Agreement.

**BACKGROUND:**

**Summary**

Under the terms of this Agreement, the Sheriff's Department will be reimbursed for law enforcement services provided at the Southern California Fair, held from October 5 through 13, 2013, on the Lake Perris fairgrounds. The Department was responsible for operating the Fair's Security Command Post. The Association has agreed to pay extra-duty rates as established by the Board of Supervisors. County Counsel has approved the Agreement as to form.

(Continued on Page 2)

*[Signature]*

Stanley L. Sniff, Jr.  
Sheriff-Coroner-PA  
Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 41,785	\$ 0	\$ 41,785	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Extra Duty Rates	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 13/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *[Signature]*  
Karen L. Johnson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Prev. Agn. Ref.: 10/02/12 3.23 | District: 5/5 | Agenda Number:

**3-58**

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* DATE: 10/21/13  
NEAL R. KIPNIS

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

3102 OCT 12 5W 3:18  
RECEIVED

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: : Ratification of Agreement with the State of California 46th District Agricultural  
Association for Law Enforcement Services at the 2013 Southern California Fair, 5/5 District.  
[\$41,785]**

**DATE:** 10/08/13

**PAGE:** 2 of 2 (BR 14-043)

**Impact on Citizens and Businesses**

The Sheriff's Department provided security for citizens attending the Fair at Board-approved rates.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 212 (Rev 06/03)

AGREEMENT NUMBER

**13-55-PS**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

46<sup>th</sup> District Agricultural Association

CONTRACTOR'S NAME

Riverside County Sheriffs

2. The term of this Agreement is: 10/5/2013 through 10/13/2013

3. The maximum amount of this Agreement is: \$ 0.00 (See attached Proposed Law Enforcement Proposal)

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.

Exhibit A – Scope of Work \_\_\_\_\_ page(s)

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) \_\_\_\_\_ page(s)

Exhibit - D\* Special Terms and Conditions \_\_\_\_\_ page(s)

Exhibit E – Additional Provisions \_\_\_\_\_ page(s)

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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County Sheriffs		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/30/13	
PRINTED NAME AND TITLE OF PERSON SIGNING NEAL R. KIRNIS		
ADDRESS 137 N. Perris Blvd, Suite A, Perris, CA 92570		
STATE OF CALIFORNIA		
AGENCY NAME 46 <sup>th</sup> District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/30/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Lyndal R. Graff, CEO/Sec-Mgr		
ADDRESS 18700 Lake Perris Drive, Perris, CA 92571		
		<input type="checkbox"/> Exempt per:

**Exhibit A**  
**Scope of Work**

A.

1. **The contractor agrees:** Provide the services of uniformed personnel with arresting authority, for the Security Command Post at the 2012 Southern California Fair, October 5 – 13, 2013 on the fairgrounds of the 46<sup>th</sup> District Agricultural Association, 18700 Lake Perris, CA 92571 in accordance with the schedule attached herein and made part of this agreement. Additional personnel if required or deemed necessary by fair management shall be at the same hourly rate as scheduled hours. Officers shall have at their disposal any necessary equipment to provide instant radio communications with the Riverside County Sheriff's Station.  
No overtime hours without prior approval from the CEO. The attached rates or sergeants, CPL., and CSO II are incorporated herein and made part of this agreement.  
To provide the CEO or designated Fair Staff with the contact phone numbers for key personnel of the Riverside County Sheriff's Department.  
The attached 2013 Sheriff's proposal is attached and incorporated herein and made part of this agreement.  
Payment of \$41,784.71 to be paid by Riverside County 1/3 of 1% fund
2. **The services shall be performed at:** 18700 Lake Perris Drive, Perris, CA 92571
3. **The State Agrees to:**  
Make quarterly payments to the 1/3 of 1% fund paid to Riverside County and payment to the Sheriff's Department will be paid from this agreement with Riverside County.  
Provide Space for a Mobile Command Unit.  
Provide a Golf Cart for the Sheriff's Department  
1 Radio will be provided with emergency contact numbers.
4. **The Project representative during the term of this agreement will be:**

State Agency 46 <sup>th</sup> DAA	Contractor: Riverside County Sheriff's Dept
Section/Unit: Dept of Food & Ag	Section/Unit: Security
Attention: Lyndal Graff	Attention: Ken Zunker
Address: 18700 Lake Perris Drive, Perris, CA 92571	Address : 137 N. Perris Blvd., Suite A Perris, CA 92570
Phone: 951-657-4221	Phone: 951-210-1106
Fax: 951-657-5412	Cell: 951-210-1000

- B. The State may terminate this agreement for cause by giving Contractor written notice thereof. In the event services of Contractor are terminated, payment shall be made on an hourly/daily rate for the portion actually worked up to the date and time of termination which shall be prorated on the number of hours/days of services performed by contractor in relation to the total amount of financial consideration stated in this agreement.



2013 Southern California Fair  
Riverside County Sheriff's Department  
Perris Station  
Propose Law Enforcement Services

*Stanley Sniff, Sheriff-Coroner*

Day One: Saturday, October 5, 2013  
Operation Hours: 1100-2300 hours  
Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 5, 2013	Saturday	1100-2300		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$99.46	\$1,193.52
Deps.	6	12	\$71.11	\$5,119.92
CSO II	1	12	\$48.63	\$583.56

Total: \$6897.00

Day Two: Sunday, October 6, 2013  
Operation Hours: 1100-2300 hours  
Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 6, 2013	Sunday	1100-2300		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$99.46	\$1,193.52
Deps.	6	12	\$71.11	\$5,119.92
CSOII	1	12	\$48.63	\$583.56

Total: \$7,750.32

Day Three: Monday, October 7, 2013  
 Operation Hours: 1600-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 7, 2013	Monday	1600-2300		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$75.52	\$528.64
Deps.	3	7	\$71.11	\$1,493.31
CSOII	1	8	\$48.63	\$389.04

Total: \$2,271.39

Day Four: Tuesday, October 8, 2013  
 Operation Hours: 1600-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 8, 2013	Tuesday	1600-2300		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$75.52	\$528.64
Deps.	3	7	\$71.11	\$1,493.31
CSOII	1	7	\$48.63	\$389.04

Total: \$2,271.39

Day Five: Wednesday, October 9, 2013  
 Operation Hours: 1600-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 9, 2013	Wednesday	1600-2300		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$75.52	\$528.64
Deps.	3	7	\$71.11	\$1,493.31
CSOII	1	7	\$48.63	\$389.04

Total: \$2,271.39

Day Six: Thursday, October 10, 2013  
 Operation Hours: 1600-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 14, 2010	Thursday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$75.52	\$528.64
Deps.	3	7	\$71.11	\$1,493.31
CSOII	1	7	\$48.63	\$389.04

Total: \$2,271.39

Day Seven: Friday, October 11, 2013  
 Operation Hours: 1700-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 15, 2010	Friday	1130-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$75.52	\$528.64
Deps.	3	7	\$71.11	\$1,493.31
CSOII	1	7	\$48.63	\$389.04

Total: \$2,271.39

Day Eight: Saturday, October 12, 2013  
 Operation Hours: 1100-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 12, 2013	Saturday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$99.46	\$1,193.52
Deps.	6	12	\$71.11	\$5,119.92
CSOII	1	12	\$48.63	\$583.56

Total: \$8,319.24

Day Nine: Sunday, October 13, 2013  
 Operation Hours: 1100-2300 hours  
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 13, 2013	Sunday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$99.46	\$1,193.52
Deps.	6	12	\$71.11	\$5,119.92
CSOII	1	12	\$48.63	\$583.56

Total: \$6,897.00

	Sub Total:	\$38,944.95
(29 units, 5.5 miles one way)	Mileage:	\$280.72
	+5% MOU:	\$2,559.04
	<b>Grand Total:</b>	<b><u>\$41,784.71</u></b>



GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## Exhibit D

### Special Terms and Conditions

1. Exercise Tax: The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employee's wages. The State will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. Settlement of Disputes: In the event of a dispute, Contractor shall file a "Notice of Dispute" with the 46<sup>th</sup> District Agricultural Association within (10) ten days of discovery of the problem. Within (10) ten days the 46<sup>th</sup> District Agricultural Association shall meet with the Contractor and project manager for purpose of resolving the dispute. The decision of the 46<sup>th</sup> District Agricultural Association shall be final.
3. Evaluation of Contractor: Performance of the contractor under this agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.
4. Potential Subcontractors: Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligations to make payments to the Contractor. As a result, the State shall have no obligations to pay or to enforce the payment of any moneys to any subcontractor.

STATE OF CALIFORNIA  
INDEPENDENT CONTRACTOR/EMPLOYEE  
DETERMINATION STATEMENT

I certify that I have received the services to be provided by Riverside County Sheriff's under this contract against the 20 common-law factors, the three additional State criteria for California employment tax purposes, and the list of services which, when provided by individual (s) require the individual (s) to be classified as employee(s). The criteria cited above are documented in the State of California, Fair Memo 92-20.

Based on the results of my review, the individual to be engaged under this contract appears, for the state and federal employment tax withholding and related reported purposes, to be an:

Independent Contractor

Employee

Which of the 23 factors were used to make the above determination?  
Common Law #'s 1-23 on attachment I.

I understand that not with standing this certification, the proper status of the person (s) hired under this contract being reviewed depends on the manner in which the work is performed and on the nature of this relationship between the contractor and the State agency personnel responsible for the supervision of the contract. Therefore, the status of the contractor for the State and Federal employee tax withholdings and related reporting purposes will be determined when the manner in which the work is performed or the relationship between the contractor and the State agency changes sufficiently to alter the validity of this certification.

I hereby declare that the information provided in this document provided in this document is true and correct and that I have sufficient knowledge of authority and responsibility for the work to be performed under this contract to effectively make this certification.

  
Lyndal R. Graff, CEO/Sec-Mgr

46<sup>th</sup> DDA  
(951) 657-4221

Date Signed 9/30/13

**CERTIFICATION**

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.

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

**CONTRACT 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 8103) (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, 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 organizations policy of maintaining a drug-free workplace;
    - 3.) any available counseling, rehabilitation and employees 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 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 REQUIREMENTS: Contractor hereby certifies that contractor will comply with the requirements of section 6072 of the Business and Professional 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 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 CORPORATION: 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 Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://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 over \$100,000 executed or amended after January 1, 2007 the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.



## Doing Business with the State of California

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

1. A 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 Employee (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 Employee (Pub. Contract Code 10411)

- 1) For the two-year period from the date he or she left the state employment, no former state officer or employee may enter into a contract 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 the 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 un-take 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 A.D.A. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name is listed on this Agreement. Upon receipt of legal documentation of 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 agreement 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 transactions 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 a 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 requirement or discharge prohibitions: or (3) finally determine 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.