

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



ITEM  
3.29  
(ID # 7900)

MEETING DATE:

Tuesday, September 11, 2018

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Agreement to Reimburse the County for the Provision of the Law Enforcement Driving Simulator and/or the Force Option Simulator Courses at the Ben Clark Training Center for FY 2018-2019 and Authorize the Chairman to Sign the Agreement. [District 1]; [\$139,920 - Reimbursement], [State 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with the Commission on Peace Officer Standards and Training (POST) to reimburse the County for the provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) courses at the Ben Clark Public Safety Training Center (BCTC) for FY 2018-2019 and authorize the Chairman of the Board of Supervisors to execute said Agreement and the Certification Form on behalf of the County.

ACTION: Policy

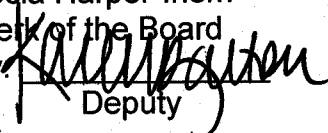
  
Will Taylor, Director of Administration 9/4/2018

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: September 11, 2018  
xc: Sheriff

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 139,920	\$ 0	\$ 139,920	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: State 100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2018-2019

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

**BR 19-012**  
**08/29/2017 3-105**

**BACKGROUND:**

**Summary**

POST has agreed to reimburse the Sheriff's Department for the cost incurred during the provision of the LEDS and/or FOS courses conducted at BCTC for up to 1,272 students.

Pursuant to the State's standard agreement (number: 18112312), POST will pay for 1,272 students (who are not Riverside County Sheriff employees) to take the 4-hour LEDS and/or the 4-hour FOS course at a cost not to exceed \$110 per student per 4-hour course which equates to a total reimbursement of \$139,920 in FY 2018-2019. The POST reimbursement revenue is in the Sheriff's Department proposed FY 2018-2019 budget, and therefore no budget adjustment is necessary.

**Impact on Residents and Businesses**

The two simulator training courses fulfill eight hours of the 24 hours of POST mandated perishable skills training required biennially of California peace officers employed by a POST-certified agency. The department relies on training within simulated, yet realistic, scenarios to hone an officers' ability to react quickly and appropriately when faced with similar conditions in the field.

**ATTACHMENTS:**

State of California Standard Agreement (number: 18112312) – 5 copies  
Contractor Certification Clauses (CCC) – 1 copy

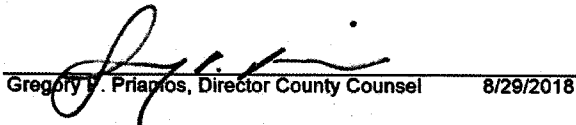
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Ryan Carter, Principal Management Analyst

9/4/2018

  
Paul A. Angulo, County Auditor-Controller

8/30/2018

  
Gregory V. Priamos, Director County Counsel

8/29/2018

# RESOLUTION

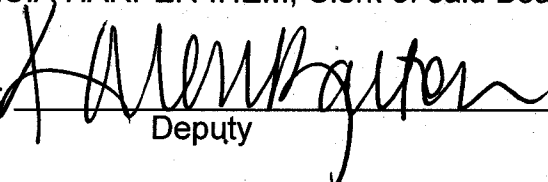
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4 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of  
5 California, in regular session assembled on Tuesday, September 11, 2018, that Chuck  
6 Washington, the Chairman is authorized and directed to execute on behalf of said County the  
7 Standard Agreement No. 18112312 between Riverside County and California Commission on  
8 Peace Officer Standards and Training providing: for the provision of the Law Enforcement  
9 Driving Simulator Courses at the Ben Clark Training Center.

10 Roll Call:

11 Ayes: Jeffries, Washington, Perez and Ashley  
12 Nays: None  
13 Absent: Tavaglione

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20 The foregoing is certified to be a true copy of a resolution duly adopted by said Board  
21 of Supervisors on the date therein set forth.

22 KECIA HARPER-IHEM, Clerk of said Board

23 By:   
24 Deputy

25 3.29  
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STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

AGREEMENT NUMBER

**18112312**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**Commission on Peace Officer Standards and Training**

CONTRACTOR'S NAME

**Riverside County Sheriff's Department**

2. The term of this Agreement is: **July 1, 2018** through **June 30, 2019**

3. The maximum amount of this Agreement is: **.\$139,920.00**  
(One hundred thirty-nine thousand nine hundred twenty dollars and zero cents)

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 2 pages
- Exhibit A, Attachment 1 – Course Hourly Distribution Schedule 2 pages
- Exhibit B – Budget Detail and Payment Provisions 2 pages
- Exhibit C\* – General Terms and Conditions GTC 04/2017
- Exhibit D – Special Terms and Conditions 2 pages

**ATTEST:**  
**KEDIA HARPER-IHEM, Clerk**  
By: *[Signature]*  
**DEPUTY**

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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

BY: SUSANNA OH 8/7/18 DATE

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Riverside County Sheriff's Department</b>	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <b>9/11/18</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Chuck Washington, Chairman, Board of Supervisors</b>	
ADDRESS <b>3423 Davis Avenue, Suite A Riverside, CA 92518</b>	
STATE OF CALIFORNIA	
AGENCY NAME <b>Commission on Peace Officer Standards and Training</b>	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Maria A. Sandoval, Assistant Executive Director</b>	
ADDRESS <b>860 Stillwater Road, Suite 100, West Sacramento, CA 95605-1630</b>	

**California Department of General Services Use Only**

Exempt per:

**EXHIBIT A**

**SCOPE OF WORK**

1. Riverside County Sheriff's Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with course training to qualified law enforcement personnel as described herein.
2. The project coordinators during the term of this Agreement will be:

**POST**

Name: April Crume  
Phone: (916) 227-5562  
Email: [april.crume@post.ca.gov](mailto:april.crume@post.ca.gov)

**Riverside County Sheriff's Department**

Name: Lt. Mark Bostrom  
Phone: (951) 486-2919  
Email: [mbostrom@riversidesheriff.org](mailto:mbostrom@riversidesheriff.org)

Direct all Agreement inquiries to:

**POST**

Contracts Unit  
Attention: Contracts Analyst  
Address: 860 Stillwater Road, Ste. 100  
West Sacramento, CA 95605  
Phone: (916) 227-3937  
Email: [Contracts@post.ca.gov](mailto:Contracts@post.ca.gov)

**Riverside County Sheriff's Department**

Name: Lt. Mark Bostrom  
Address: 16791 Davis Avenue, Suite A  
Riverside, CA 92518  
Phone: (951) 486-2919  
Email: [mbostrom@riversidesheriff.org](mailto:mbostrom@riversidesheriff.org)

3. Statement of Work

- A. The Contractor agrees to train up to twelve hundred seventy-two (1272) students at a per student rate of \$110 for students *not employed by the Contractor* in the four-hour Law Enforcement Driving Simulator (LEDS) Course and/or Force Option Simulator (FOS) Course not to exceed \$139,920.00.
- B. The Contractor must perform the Regional Skills Training Center (RSTC) required training duties to request reimbursement from POST.
- C. Each course presentation shall not train more than (8) students per each (4) hour training session.
- D. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
- E. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.

- F. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time students from POST reimbursable agencies. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition, as referenced above, by the Contractor. Prior to submission of an invoice to POST, the Contractor shall deduct, from the total sum, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.
- G. Contractor is required to schedule courses that offer fifty percent (50%) of the training seats called for in the contract to outside agencies – meaning training for students who are not employees of the Contractor's agency.
- H. Any seats left unfilled designated for outside agencies within thirty (30) days of the course start date may be filled with the agency Contractor's personnel.

## Course Hourly Distribution Schedule

### Force Option Simulator (FOS)

## Course Hourly Distribution Schedule

Course: FORCE OPTION-SIMULATOR - 21065

Presenter: RIVERSIDE COUNTY SHERIFF'S DEPT. (2200)

### POST Consultant Review

Current Attachment Status: **Approved**

### Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation: 4

Total Number of Days of Class: 1

Days Per Week: 1

### View Hourly Distribution Schedule

Jump to day: 1

[Return to top of page](#)

Day 1

Start	End	Subject
1300	1310	Introduction, Registration, and Pre-Test
1310	1400	Penal Code and Case Law
1400	1410	Weapon Safety
1410	1430	Examination
1430	1630	Practical Application Simulator Scenarios
1630	1700	Course Evaluation and Review



**Course Hourly Distribution Schedule**  
**Law Enforcement Driving Simulator (LEDS)**

**Course Hourly Distribution Schedule**

Course: DRIVER TRAINING-SIMULATOR - 20985

Presenter: RIVERSIDE COUNTY SHERIFFS DEPT. (2200)

**POST Consultant Review**

Current Attachment Status: No Change

**Course Hourly Distribution Schedule Summary**

Total Hours Per Course Presentation: 4

Total Number of Days of Class: 1

Days Per Week: 1

**View Hourly Distribution Schedule**

Jump to day: 1

Return to top of page

Day 1

Start	End	Subject
0800	0810	Introduction/Registration
0810	0830	Training Philosophy
0830	0900	Simulator Introduction/Simulator Orientation Exercise
0900	0930	Collision Avoidance
0930	1000	Simulator Exercises
1000	1030	Emergency Vehicle Operations: Code 3/Policy and Procedures
1030	1100	Simulator Exercises
1100	1130	Emergency Vehicle Operations: Pursuit/Policy and Procedures
1130	1200	Simulator Exercises

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENT

- A. The Contractor shall receive reimbursement for services satisfactorily 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 **\$139,920.00** as described below.
- B. All costs indicated herein are fixed rates. Totals may change based on actual usage.  
The maximum number of twelve hundred seventy-two (1272) LEDS and/or FOS Courses shall be presented and is not to exceed the per student rate of \$110.00 for students from outside agencies:  
***1272 students X \$110.00 per student rate = \$139,920.00 maximum contract amount***
- C. Administrative fees are not authorized.
- D. 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
  - Date(s) of Course
  - Total number of full-time POST reimbursable students who attended the training (*8 maximum per presentation*)
  - Authorized rate per student
  - Course Roster(s) from EDI

Invoices not containing the above bulleted information will be disputed and payment held until complete information and/or documentation is submitted. The Contract shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15<sup>th</sup> of the upcoming month.

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.

### **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).

**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.

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* SUSANNAH. OH  
 8/7/18  
 DATE

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside County Sheriff's Department		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> <i>[Signature: Chuck Washington]</i>		ATTEST: KECIA HARPER-HEM, Clerk
<i>Printed Name and Title of Person Signing</i> Chuck Washington – Chairman		By <i>[Signature]</i> DEPUTY
<i>Date Executed</i> 9/11/18	<i>Executed in the County of</i> Riverside	

**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

SEP 11 2018 3:29

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 lessor 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](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 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.