

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



November 8, 2023

County of Ventura Service Authority for Freeways Emergencies (SAFE)

751 E. Daily Dr., Suite 420

Camarillo, CA 93010

Subject: Agreement Number [23R048007-0](#)

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213 and return back to Contract Analyst via email.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement. STD.
- 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- Letter of Agreement. Sign and return both copies.

Contract status.

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

[KELLIE AU](#)

Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23R048007	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

County of Ventura Service Authority for Freeway Emergencies (SAFE)

CONTRACTOR NAME

Department of California Highway Patrol (CHP)

2. The term of this Agreement is:

START DATE

07/01/2023

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

\$31,350.00 (Thirty-One Thousand Three Hundred Fifty 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.

Exhibits	Title	Pages
Exhibit A	Agreement Between The State of California Department of California Highway Patrol and Ventura County Services Authority for Freeway Emergencies	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions - 04/2017	*
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	CHP/Caltrans Call Box and Motorist AID Guidelines, incorporated by reference. Referred to as "GUIDELINES" and provided by the California Department of Transportation to all SAFE participants	

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.dgs.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.)

County of Ventura Service Authority for Freeway Emergencies (SAFE)

CONTRACTOR BUSINESS ADDRESS

751 E. Daily Dr, Suite 420

CITY

Camarillo

STATE

CA

ZIP

93010

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and Ventura County Transportation Commission ("VCTC"), acting in its capacity as the Ventura County Service Authority for Freeway Emergencies, hereinafter called SAFE or Ventura County SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, CHP and SAFE do hereby agree as follows:

1. The term of this agreement shall be July 1, 2023, through June 30, 2026.
2. This Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," as they may be revised from time to time, are incorporated herein by reference, and shall be referred to as the "GUIDELINES".
3. This Agreement shall not become effective until:
 - A. SAFE has submitted to CHP a copy of the resolution, order, motion, or ordinance from SAFE approving execution of this agreement and identifying the individual authorized to sign on behalf of SAFE, and
 - B. The Agreement is duly signed by both parties.
4. This Agreement may be modified in writing and signed by both parties and shall be modified by the parties to conform to any future changes to federal or state law which affect the terms of this Agreement.
5. Either party may terminate this agreement before the expiration of its term, or any extension, upon thirty (30) days prior written notice to the other party.
6. For services and assistance herein, Ventura County SAFE agrees to reimburse CHP quarterly, in arrears, and upon receipt of an itemized invoice, for charges identified in Section 16. Upon receipt, payment shall be made to CHP as invoiced within thirty (30) days. If payment is not submitted because of a dispute, Ventura County SAFE shall submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges.
 - A. Payment shall be made to:

Department of California Highway Patrol

Fiscal Management Section
P.O. Box 942900
Sacramento, CA 94298-2900

Attn: Accounts Reimbursable Unit

B. Invoices shall be sent to:

Ventura County Transportation Commission
Attention: SAFE Program Manager
751 E. Daily Drive, Suite 420
Camarillo, CA 93010
Attn: Amanda Fagan
Phone: (805) 642-1591
E-Mail: Afagan@governatura.org

7. The maintenance of the call box system (outside of CHP communications centers), including telephone service and line costs, shall be the sole responsibility of Ventura County SAFE. Upgrades or modifications to Ventura County SAFE's system shall be in accordance with the GUIDELINES.
8. Ventura County SAFE may contract with the CHP to perform duties as mutually agreed by the parties. As long as SAFE operates a private Call Answer Center that initially answers motorist aid call box calls, CHP and Ventura County SAFE agree that no CHP operator positions shall be charged to Ventura County SAFE during the term of this Agreement. However, if billing is necessary, Annex G of the GUIDELINES shall be used for the billing purposes if a residual workload can be substantiated.
9. The Ventura County SAFE shall pay for its proportional share of the actual wage rate for one (1/2) CHP SAFE Coordinator position, and Ventura County SAFE's proportional share of computer equipment costs (including software), when applicable. The CHP SAFE Coordinator position, as well as the reimbursable computer equipment (including software), shall be used for the Ventura County SAFE related business.
10. Each SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within each SAFE's boundaries to the total number of motor vehicles registered in all counties who have entered into SAFE agreements with CHP: This proportional share shall be billed over four (4) fiscal quarters. The CHP shall include an estimation of Ventura County SAFE Coordinator's personnel and computer equipment costs in the annual staffing estimation.
11. Call box calls shall be handled by CHP communications centers as third level priority after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:
 - A. Call box calls shall be handled as rapidly as possible, however they should be handled ideally no longer than sixty (60) seconds after the first ring at the communications center.

Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait several minutes for service.

- B. Call box calls should be handled ideally within a 3.5 minute (210 seconds) total call handling time. However, it is understood that the use of services as the Translation Service Contractor, shall increase total call handling time to levels above this standard.
12. Call Box/Motorist aid call box system enhancements due to changing technology may require changes and/or upgrades to CHP Communications Centers equipment. In such cases, Ventura County SAFE shall be responsible for the procurement, installation, and maintenance of Communications Centers equipment pursuant to the GUIDELINES, unless otherwise agreed to. All equipment procured for the CHP dispatch operation will be designed jointly by CHP and Ventura County SAFE. No equipment will be installed in a CHP facility which does not meet all CHP operational and technical specifications. Communications Center equipment purchased by SAFE and designed as CHP property shall be maintained by CHP, otherwise Ventura County SAFE accepts responsibility.
 13. The CHP shall limit its review of Ventura County SAFE's plan and specifications for upgrading or modifying SAFE's motorist aid call box system, which includes any potential operational affect to CHP Communications Centers in accordance with the GUIDELINES.
 14. The State shall provide a standard communication center telephone system which shall also be used to handle incoming call box calls pursuant to the GUIDELINES. Any agreed upon changes above the standard telephone system specifically requested by Ventura County SAFE Program shall be funded by SAFE.
 15. The CHP shall submit an itemized invoice quarterly to Ventura County SAFE which may include the following ongoing charges:
 - A. The CHP SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP's control.
 - B. Indirect Costs shall be applied to monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by the California Department of Finance and is subject to change each state fiscal year. The re-evaluation of staffing requirements shall include an explanation of the projected upcoming fiscal year indirect cost rate.
 - C. Computer equipment costs (including software), when applicable, associated with CHP SAFE Coordinator position.

D. Telephone system costs (if applicable).

16. The total amount of this agreement shall not exceed Thirty-One Thousand Three Hundred Fifty Dollars and Zero Cents (\$31,350.00)

FY 23/24 (7/1/23 through 6/30/24), not to exceed \$ 8,550.00
FY 24/25 (7/1/24 through 6/30/25), not to exceed \$11,400.00
FY 25/26 (7/1/25 through 6/30/26), not to exceed \$11,400.00
TOTAL: \$ 31,350.00

Each quarterly invoice shall include a thorough explanation and justification for any additional charges for revisions to the amounts of past changes.

17. INDEMNIFICATION

- A. Ventura County SAFE, to the extent permitted by law, shall defend, indemnify, and save harmless the CHP, as well as CHP's appointees, officers, employees, and agents, from and against any and all liability, loss, claims for "injury" (as defined by Government Code Sections 810.8) or expense (Including reasonable attorney's fees) arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, claims, or expense are caused by or result from the negligent or intentional acts or omissions of Ventura County SAFE, or Ventura County SAFE's appointees, commissioners, officers, employees, or agents.
- B. The CHP, to the extent permitted by law, shall defend, indemnify, and save harmless Ventura County SAFE, as well as Ventura County SAFE's appointees, officers, employees, and agents, from and against any and all liability, loss, claims for "injury" (as defined by Government Code Sections 810.8) or expense (Including reasonable attorney's fees) arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, claims, or expense are caused by or result from the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, employees, or agents.
- C. It should be expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Government Code Section 895.
18. Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and Ventura County SAFE. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a lawsuit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with performance of their duties under this Agreement, and such continued performance of their duties under this Agreement shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

19. All services under this Agreement shall be coordinated by:

Department of California Highway Patrol
Communications Centers Support Section - 048
601 N. 7th Street, Building C
Sacramento, CA 95811

The contact person shall be CHP SAFE Program Coordinator.
Telephone: (916) 843-4280
E-mail: bsweeny@chp.ca.gov

20. The auditing parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, Ventura County SAFE and CHP may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the contract. The Ventura County SAFE and CHP agree 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 (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., CCR Title 2, Section 1896). SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.
21. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and Ventura County SAFE and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written.
22. Under no circumstances shall SAFE or its subcontractor(s) use the name California Highway Patrol or CHP to promote a product which is part of the call box system without the written consent of CHP.
23. This Agreement may be amended by written mutual consent of the parties hereto.
24. This Agreement is entered into by the parties listed below and shall be effective upon approval by the Department of General Services, Office of Legal Services, if applicable. By executing this Agreement, the representative of CHP and Ventura County SAFE warrant that they have reviewed and fully understand all provisions of this Agreement and are authorized to bind their respective agencies to all terms of those provisions.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL

VENTURA COUNTY
TRANSPORTATION COMMISSION SAFE

Jacquelyn Ngo
Procurement Manager
Business Services Section

Martin Erickson
Executive Director

Date

Date

Steven Mattas
General Counsel, Ventura County SAFE

Date

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94198-0001

Ventura County Transportation Commission
751 E. Daily Dr., Suite 420
Camarillo, CA 93010

**EXHIBIT B
 (Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

INVOICING AND PAYMENT

1. For services and assistance herein, satisfactorily rendered and upon receipt and approval of invoices COUNTY OF VENTURA SAFE agrees to compensate California Highway Patrol (CHP) quarterly, in arrears for the rates specified herein. Upon receipt, payment shall be made to CHP as invoiced within thirty (30) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within thirty (30) days or receiving the invoice charges.

The SAFE’s proportional share billing “factor” shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within COUNTY OF VENTURA SAFE’s boundaries to the total number of motor vehicles registered in all counties who have entered into SAFE agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters annually.

A. The CHP agrees to submit an itemized invoice quarterly to COUNTY OF VENTURA SAFE which may include and shall not exceed the following charges:

- 1) The CHP SAFE Coordinator personnel costs shall be based on the actual step of the wage scale or CHP SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.
- 2) Indirect costs shall be applied to the monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by the California Department of Finance and is subject to change each state fiscal year. The re-evaluation of staffing requirements shall include an explanation of the projected upcoming fiscal year indirect cost rate.
- 3) Telephone system costs (if applicable). The State shall provide a standard communication center telephone system, which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by COUNTY OF VENTURA SAFE Program shall be funded by COUNTY OF VENTURA SAFE.

B. The fiscal year funding for this Agreement shall be as follows:

FY	Time Period	Amount	Quarters
23/24	7/1/2023 – 6/30/2024	\$8,550.00	4
24/25	7/1/2024 – 6/30/2025	\$11,400.00	4
25/26	7/1/2025 – 12/31/2026	\$11,400.00	4
TOTAL		\$31,350.00	12

C. The total amount of this Agreement shall not exceed **Thirty-One Thousand Three Hundred Fifty Dollars and Zero Cents (\$31,350.00)**

EXHIBIT B
(Standard Agreement)

2. Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges (if applicable). Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than semi-annually in arrears to:

COUNTY OF VENTURA SAFE
Attn: SAFE Program Manager
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

Payment shall be made to:

Department of California Highway Patrol
Attn: Account Reimbursable Unit
P.O. Box 942900
Sacramento, CA 94298-2900

Telephone: (916) 843-3583

Payment for these services may be made by corporate check, cashier's check, or money order in the invoiced amount. If a cashier's check, corporate check or money order is submitted, it must be made payable to: "CHP Accounting Section." Please note the contract number in the "memo" section of the check, and submit the check with a copy of the invoice so that it can be credited to your contract.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent 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 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.

4. PROMPT PAYMENT CLAUSE

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.

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>	

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.