



AGENDA ITEM NO.
C-32

COUNTY OF HUMBOLDT

For the meeting of: December 13, 2016

Date: November 14, 2016
To: Board of Supervisors
From: Michael T. Downey, Sheriff
Subject: Resolution for Acceptance of 2016 Standard Agreement with California Department of Parks and Recreation for Animal Shelter Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Adopt Resolution No. 16-140 (Attachment 1) approving the California Department of Parks and Recreation Standard Agreement C1637013 for Animal Shelter Services in an amount not to exceed \$4,999 for the period ending December 31, 2018; and
2. Authorize the Chair of the Humboldt County Board of Supervisors to execute necessary contracts and agreements, and amendments thereto, in the name of the County of Humboldt, and all other documents required by California Department of Parks and Recreation for participation in the agreement for Animal Shelter Services.

SOURCE OF FUNDING:

California Department of Parks and Recreation

Prepared by *Norma S. Lorenzo*
Norma S. Lorenzo, Deputy Director Sheriff Admin

CAO Approval *Cheryl Dillingham*

REVIEW:	Auditor _____	County Counsel <u><i>NAD</i></u>	Human Resources _____	Other _____
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TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. _____
 Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Fennell
 Seconded by Supervisor Bass
 Ayes Sundberg, Fennell, Lovelace, Bohni, Bass
 Nays _____
 Abstain _____
 Absent _____
 And carried by those members present, the Board hereby approves the recommended action contained in this report.

Dated: Dec. 13, 2016
 By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

The Humboldt County Sheriff's Office Animal Control Division has negotiated a standard agreement (Attachment 2) with the State of California Department of Parks and Recreation to provide animal shelter services for the North Coast Redwoods District. The agreement provides an Animal Control Officer to respond to calls for service within State parks of Humboldt County. The County's responsibilities include transportation of domestic animals, dogs or cats, Terms of the agreement also authorize Animal Control to proceed with licensing, vaccinations, spay or neuter and microchips after a four day hold. Services will be provided Monday through Sunday, 7:00 am to 5:00 pm, providing the County has an Animal Control Officer on duty and available.

The agreement expires December 31, 2018 and may be renegotiated should calls for service exceed the contract maximum.

FINANCIAL IMPACT:

The California Department of Parks and Recreation Standard Agreement will reimburse the County of Humboldt Animal Control Division at a rate of \$50 per hour for domestic animal, dog or cat rescue. A minimum of one hour will be reimbursed for all calls for service, regardless of the duration of the call. Licensing, vaccinations, spay or neuter and microchip costs will be reimbursed at a rate of \$250 per animal. Total charges to State Parks and Recreation will not exceed \$4,999 for the duration of the agreement.

Approval of the Standard Agreement for animal shelter services with California Department of Parks and Recreation complies with the Board of Supervisors Strategic Framework Plan by inter-jurisdictional and regional cooperation to provide community appropriate level of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could deny the authorization to accept the Standard Agreement for Animal Shelter Services with California Department of Parks and Recreation, however, this is not recommended as these funds help to cover expenses related to the services provided by the County's Animal Control Division.

ATTACHMENTS:

- | | |
|--------------|--|
| Attachment 1 | Resolution <u>16-140</u> approving the Standard Agreement for Animal Shelter Services with California Department of Parks and Recreation |
| Attachment 2 | Standard Agreement for Animal Shelter Services |

Attachment 1

Resolution 16-140 Approving the
Standard Agreement For Animal Shelter Services with
California Department of Parks and Recreation

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of December 13, 2016

RESOLUTION NO. 16-140

RESOLUTION APPROVING THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION STANDARD AGREEMENT FOR ANIMAL SHELTER SERVICES

WHEREAS, the County of Humboldt and the Sheriff's Office operate an Animal Control facility; and


WHEREAS, the California Department of Parks and Recreation desires to contract with the County Animal Control Facility for animal shelter services within the State parks in Humboldt County; and

WHEREAS, Humboldt County Sheriff's Office Animal Control Division negotiated a standard Agreement with California Department of Parks and Recreation to provide animal shelter services within State parks for a term to expire on December 31, 2018; and

WHEREAS, Humboldt County will be reimbursed at a rate not to exceed \$4,999 for the term of the Standard Agreement.

NOW, THEREFORE, BE IT RESOLVED that the County of Humboldt Board of Supervisors, hereby approves the Standard Agreement for Animal Shelter Services with the California Department of Parks and Recreation and authorizes the Chair of the Board to execute all documents, contracts, certifications, and agreements and amendments thereto to implement and carry out the Standard Agreement.

Dated: December 13, 2016



MARK LOVELACE, Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Fennell, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Lovelace, Bohn, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of December 13, 2016

RESOLUTION NO. 16-140

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

Attachment 2

Standard Agreement
California Department of Parks and Recreation
Animal Shelter Services

STANDARD AGREEMENT

STD 213 (Rev 06/03)(CA ST PKS, EXCEL 10/20/2004)

AGREEMENT NUMBER

C1637013

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Parks and Recreation

CONTRACTOR'S NAME

Humboldt County Animal Shelter

2. The term of this Agreement is: Notice To Proceed through 12/31/2018

3. The maximum amount of this Agreement is: \$ 4,999.00
Four Thousand Nine Hundred Ninety Nine Dollars and No 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	1 page
Exhibit A, Attachment 1	page
Exhibit B - Budget Detail and Payment Provisions	1 page
Exhibit B, Attachment 1	1 pages
Exhibit C* - General Terms and Conditions	GTC 610

Check mark one item below as Exhibit D:

- | | | |
|-------------------------------------|--|-----------|
| <input checked="" type="checkbox"/> | Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 2 page's) |
| <input type="checkbox"/> | Exhibit - D* Special Terms and Conditions | |

Exhibit E - Additional Provisions

page

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

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

CONTRACTOR

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

Humboldt County Animal Shelter

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/13/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Lovelace, Chair of the Board

ADDRESS

825 5th Street

Eureka, CA 95501

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Bomke, District Superintendent II

ADDRESS

P.O. Box 2006

Eureka, CA 95502-2006

California Department of General
Services Use Only Exempt per:

CONTRACTOR STATE AGENCY DEPT. OF GEN.SER. CONTROLLER ACCOUNTING SVS.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) North Coast Redwoods District services as described herein:

Provide animal control officer to respond to calls for service within Humboldt County. Service will include transportation of domestic animals, dog or cat. After 4 days License, vaccinate, spay or neuter and microchip. Provide two (2) keys to the animal shelter drop box for State Park Rangers. one (1) for Eel River Sector Rangers and one (1) for Redwood Coast Sector Rangers.

2. The services shall be performed at:
North Coast Redwoods District, Humboldt County, CA
3. The services shall be provided during:
Monday through Sunday 7 a.m. to 5 p.m. providing the county of Humboldt has an animal control officer on duty and available.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Humboldt County Animal Shelter
Section/Unit:	North Coast Redwoods District	Section/Unit:	
Attention:	Lorraine Colby	Attention:	Mark Lovelace, Chair of the Board
Address:	PO Box 2006	Address:	825 5th Street
City/State/Zip Code:	Eureka CA 95502	City/State/Zip Code:	Eureka CA 95501
Phone:	707 445 6547	Phone:	707 268 2179
Fax:	707 441 5737	Fax:	707 445 7640

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Budget Plan , marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

North Coast Redwoods District
Attn: Lorraine Colby
P.O. Box 2006
Eureka, CA 95502-2006

2. Budget Contingency Clause

- A. It is mutually agreed that if the 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.

3. 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.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

EXHIBIT B – Attachment 1

Notice To Proceed – 12/31/18

Domestic Animal, Dog or Cat Rescue
Animal Control Officer, negotiated fee \$50 per hour.

At the conclusion of the call for service, the time will be calculated by rounding off to the nearest on half (1/2) hour: a minimum of one hour (1) will be charged for all calls for services, regardless of the duration of the call/service provision.

Cost after 4 days for licensing, vaccinations spay or neuter, microchip. \$250

Not to exceed: \$4,999.00

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

5. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to 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 employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.


8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

CCC-307

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> Humboldt County Animal Shelter		<i>Federal ID</i> 94-0000513
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mark Lovelace, Chair		
<i>Date</i> 12/13/16	<i>County Executed</i> Humboldt	

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 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, 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 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, 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. 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.

Certificate of Insurance Requirements and Information

To satisfy the insurance requirement of the State of California, a contractor must furnish evidence of insurance in a form acceptable to the Department of General Services, Office of Risk Insurance Management. Currently, the only acceptable form to be used is the insurance industry's ACORD 25-S.

Evidence of insurance must include the following State required endorsement:

1. **State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as operations under this contract are concerned.**
2. **The insurer will not cancel the insured's coverage without 30 days prior written notice to the State.**
3. **The State will not be responsible for any premiums or assessment on the policy.**

Evidence of insurance must include the following limits of liability:

1. **General Liability Insurance:** Contractor shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractor's limits of liability.
2. **Motor Vehicle Liability Insurance:** Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.
3. **Worker's Compensation and Employer's Liability Insurance:** Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of the Contractor's employees who will be engaged in the performance of Work on the Property, including special coverage extensions where applicable. Proof of coverage may be shown on the Certificate of Insurance or confirmed by separate certificate issued by the State Compensation Insurance Fund or other company, corporation, mutual association, or exchanged authorized under the State laws to insure employees against liability for compensation.
 - **Self Insured:** If self-insured, the contractor shall furnish a "Certificate of Consent to Self-Insure" issued by the Department of Industrial Relations.
 - **Exempt from Worker's Compensation Requirement:** Independent contractor, or sole proprietor using immediate family members only (parent, spouse, child) is excluded from worker's compensation insurance. Notification of contractor's exclusion shall be provided in the form of a written statement from the contractor on contractor's letterhead. Sample statement as follows:

"I certify under penalty of perjury under the laws of the State of California that _____ does not employ any person in any manner so as to become subject to the Worker's Compensation laws of California."