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

30979

AGREEMENT NUMBER	REGISTRATION NUMBER
# 08-214-508	# 36800708321001

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

STATE AGENCY'S NAME
Department of Boating and Waterways

CONTRACTOR'S NAME
CITY OF LONG BEACH, MARINE BUREAU

2. The term of this Agreement is: OCTOBER 1, 2008 through JUNE 30, 2009

3. The maximum amount of this Agreement is: $ 30,000.00

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
Exhibit B – DBW Special Terms and Conditions
Exhibit C – GTC -304 State of California
Exhibit D – CCC -304 Certification

APPROVED AS TO FORM
October 13, 2008
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

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.)*
CITY OF LONG BEACH, MARINE BUREAU EXEMPT PURSUANT TO SECTION 301 OF THE CITY CHARTER.

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*
Assistant City Manager — 11.7.08

PRINTED NAME AND TITLE OF PERSON SIGNING
Patrick H. West, City Manager

ADDRESS
205 N. MARINA DRIVE
LONG BEACH CA 90803

STATE OF CALIFORNIA

AGENCY NAME
Department of Boating and Waterways

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*
12/2/08

PRINTED NAME AND TITLE OF PERSON SIGNING
Raynor Tsuneyoshi, Director

ADDRESS
2000 Evergreen Street, Suite 100, Sacramento, CA 95815

California Department of General Services Use Only

☒ Exempt per: 4.04

STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street #100
Sacramento, CA 95815

EXHIBIT A

ABANDONED WATERCRAFT ABATEMENT FUND-GRANT PROGRAM

SCOPE OF WORK (Letter of Intent and Hazard Removal List)

Contractor agrees to provide to the Department of Boating and Waterways (DBW) as described herein:

Work plan and Hazard Removal List as Exhibit A.

The services shall be performed in the jurisdiction of the **City of Long Beach, Marine Bureau.**

The project representatives during the term of this agreement will be:

State Agency: Department of Boating & Waterways	Contractor: City of Long Beach, Marine Bureau
Name: Mary Thomas	Name: Beverly Glavas
Phone: 916-263-8185	Phone: 562-570-3242
Fax: 916 263-0357	Fax: 562-570-3247

APPROVED AS TO FORM
October 13, 20 08
ROBERT E. SHANNON, City Attorney
By _____
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

Alamitos Bay Marina
205 Marina Drive, LB, CA 90803
(562) 570-3215 FAX: (562) 570-3247

MARINE BUREAU
Downtown Shoreline Marina
450 East Shoreline Drive, LB, CA 90802
(562) 570-1815 FAX: (562) 570-1799

Rainbow Harbor
429-N Shoreine Village Drive, LB, CA 90802
(562) 570-8636 FAX: (562) 570-8640

April 21, 2008

Mary Thomas, Program Analyst
CA Department of Boating & Waterways
2000 Evergreen Street
Sacramento, CA 95815

Dear Ms. Thomas:

The City of Long Beach would like to thank you for the opportunity to apply for the Abandoned Watercraft Abatement Fund for Fiscal year 2008-09.

The City of Long Beach, Department of Parks, Recreation, and Marine, Marine Bureau operates the Long Beach Marina, which is comprised of the Alamitos Bay Marina, the

The Long Beach Marina, in conjunction with the Long Beach Fire Department, Marine Safety Division, and the Long Beach Police Department, Marine Patrol Division have developed a system where the Marine Bureau orders the vessel impounded for various reasons (fees and unauthorized docking are the most common), Marine Safety tows the vessel to our impound location, and the Marine Patrol inventories the vessel and files the paperwork for impound notification. The Marine Bureau processes a lien, and sells the vessel, in accordance with Harbors and Navigation Code, Article 4, Boaters Lien Law.

On occasion, vessels are found abandoned as described in Section 522 of the Harbors and Navigation Code. Some are left in slips or on guest end ties within the marina, some are found floating within the jurisdiction of the City of Long Beach. These vessels are stored in accordance with Section 523 of the Harbors and Navigation Code, or destroyed if the vessel is unable to be stored, or may create an environmental hazard.

We have used several companies to salvage, and transport vessels to disposal sites. Two salvage companies we have used are Vessel Assist, Long Beach, and Down Under Dive Service. The most responsive vessel transport service has been Wilmington Boat Movers. However, we have other companies we may use.

Our continuing plan is to have a list of pre-approved companies that are capable of completing the job of salvage, or transport in the shortest amount of time, avoid environmental damage, and minimize clean up of contaminants to the state waters. We lift the vessel out of the water onto a truck by agreement with the Long Beach Marina Shipyard, which is the only shipyard located in close proximity to the City of Long Beach.

We wish to thank the Department of Boating and Waterways for all its previous support with the Abandoned Watercraft Abatement Fund, and wish to extend our appreciation to DBW for its programs and grants the boaters within the City of Long Beach have benefited from.

Sincerely,

Mark A. Sandoval
Manager, Marine Bureau

State of California
Department of Boating and Waterways
WATER HAZARD REMOVAL LIST
DBW-AWAF-3 (6/05)

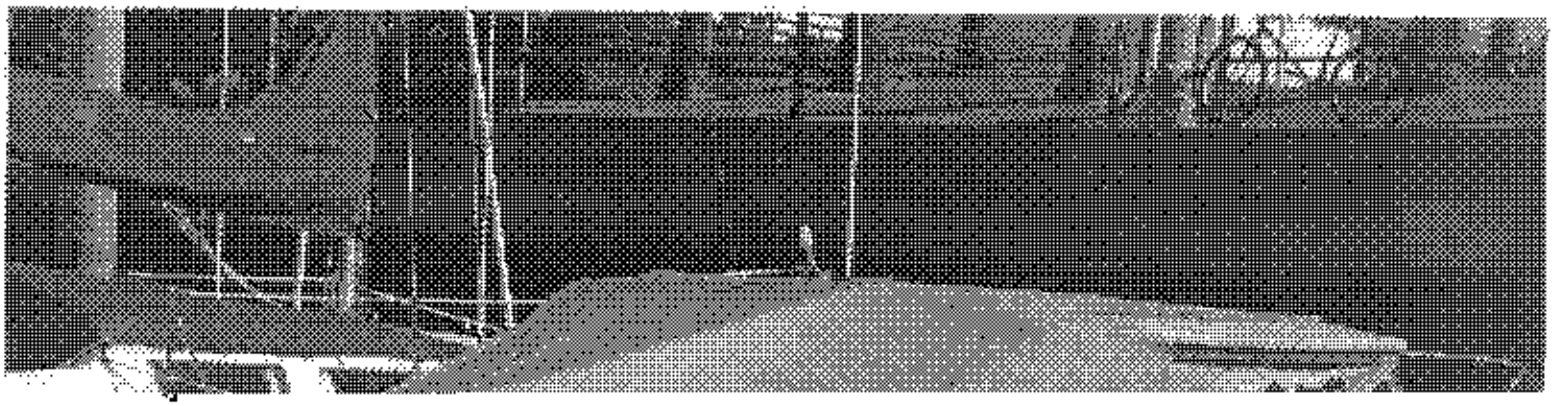
EXHIBIT A

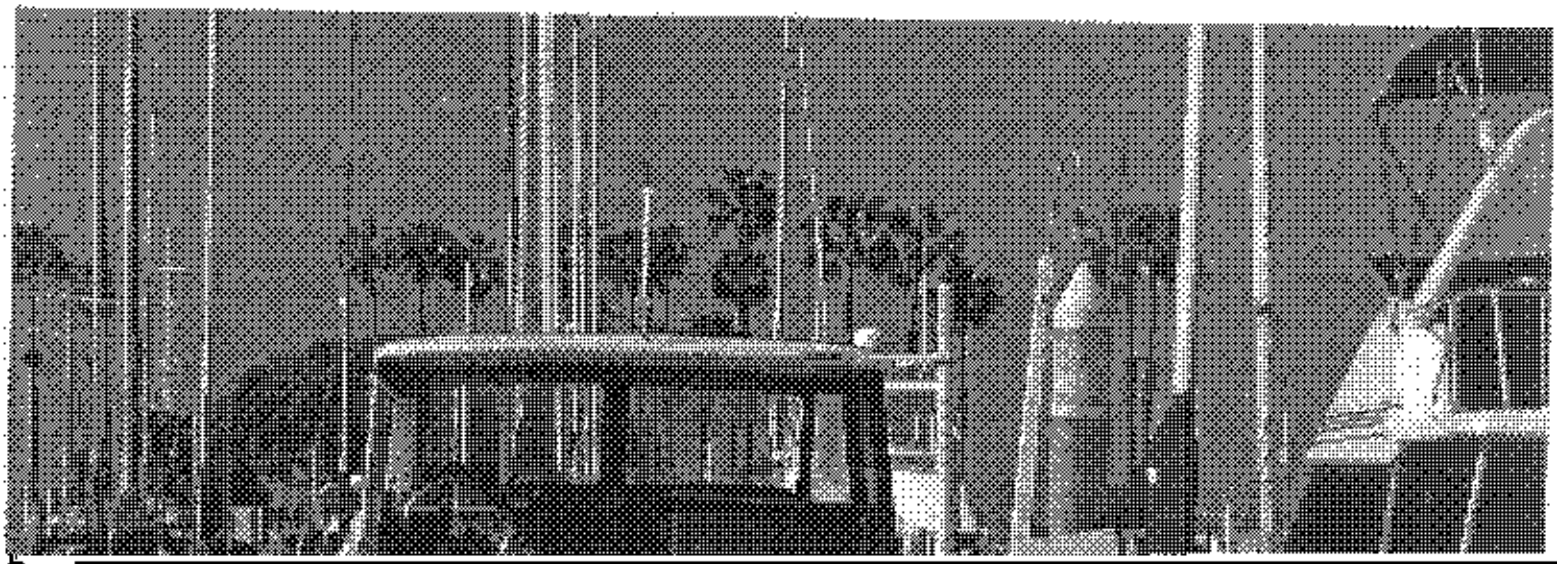
WATER HAZARD REMOVAL LIST (WHRL)-WORKSHEET

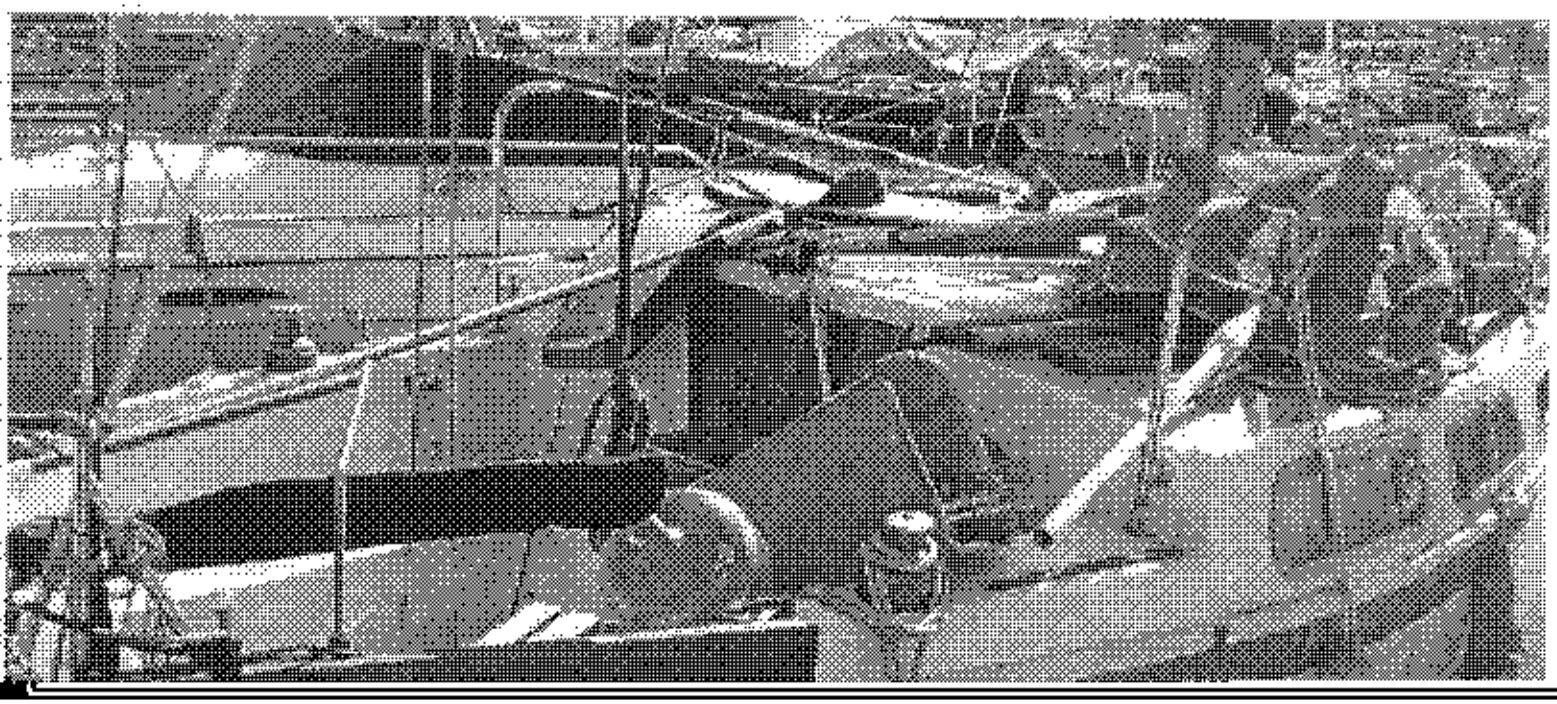
Project Number	Vessel Name/ Description and Location	Type of Hazard: *please check* AV = Abandoned Vessel NH = Navigational Hazard EH = Environmental Hazard O = Other				Vessel Reg. # or HIN #	Length	Hull Material	Compliance w/ H&NC Chp. 3 Article 1 *please check*		Cost Estimate	Comment	Hazard Revision: D = Disposed S = Sold R = Reclaimed *please check one*		
		AV	NH	EH	O				Yes	No			D	S	R
1	Albatross / 2 mi south of Veteran's Bridge	X	X			CF 1234 XC	35'	Wood	X		$8,000				
12	Power, Shoreline Marina	X				CF 1033 EG	34	Wood	X		3,000.00		X		
13	Power, ABM	X				CF 1087 CC	38	Wood	X		3,000.00				
14	Sail/ABM	X				CF 6334 CN	20	F/G	X		1,500.00				
15	Sail/ABM	X				CF2689 CT	25	F/G	X		1,500.00				
16	Power/ABM	X				CF 9035 JM	18	F/G	X		1,500.00				
17	Power/ABM	X				CF 5068 RM	28	F/G	X		3,000.00				
18	Power/ABM	X				CF 2449 CU	39	Wood	X		3,000.00				
19	Power/ABM	X				CF 1351 GT	30	F/G	X		3,000.00				
20	Charis/Sail/ABM	X				CF 7203 GW	40	F/G	X		2,000.00				
21	Love/Sail/ABM	X				CF 1889 EC	35	F/G	X		1,500.00				
22	Power/ABM	X				CT 5708 EG	40	Wood	X		3,000.00				

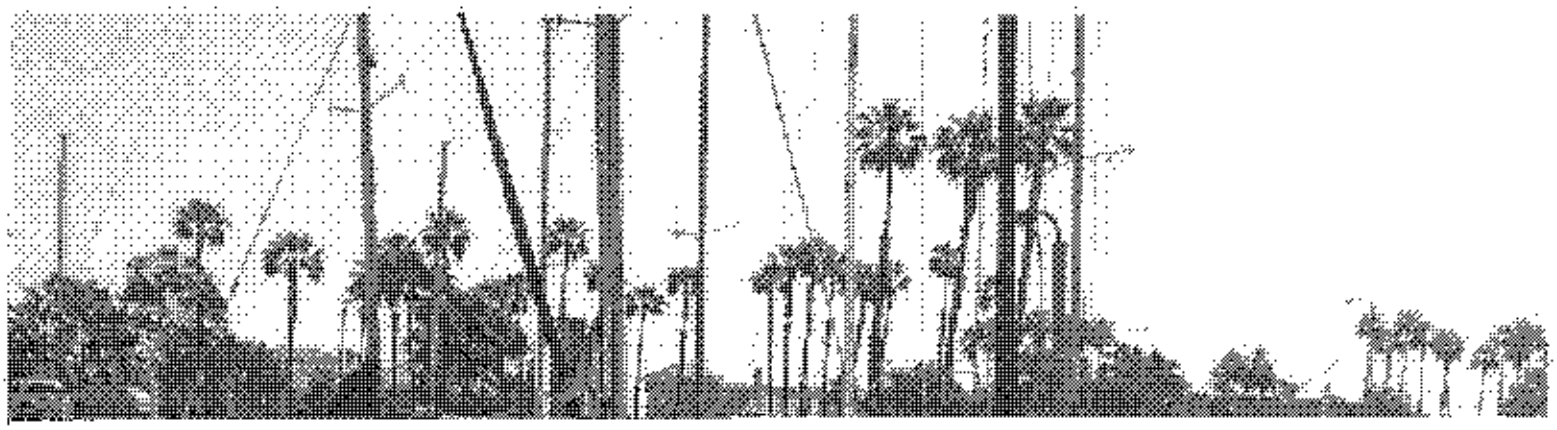
WATER HAZARD REMOVAL LIST (WHRL)-WORKSHEET

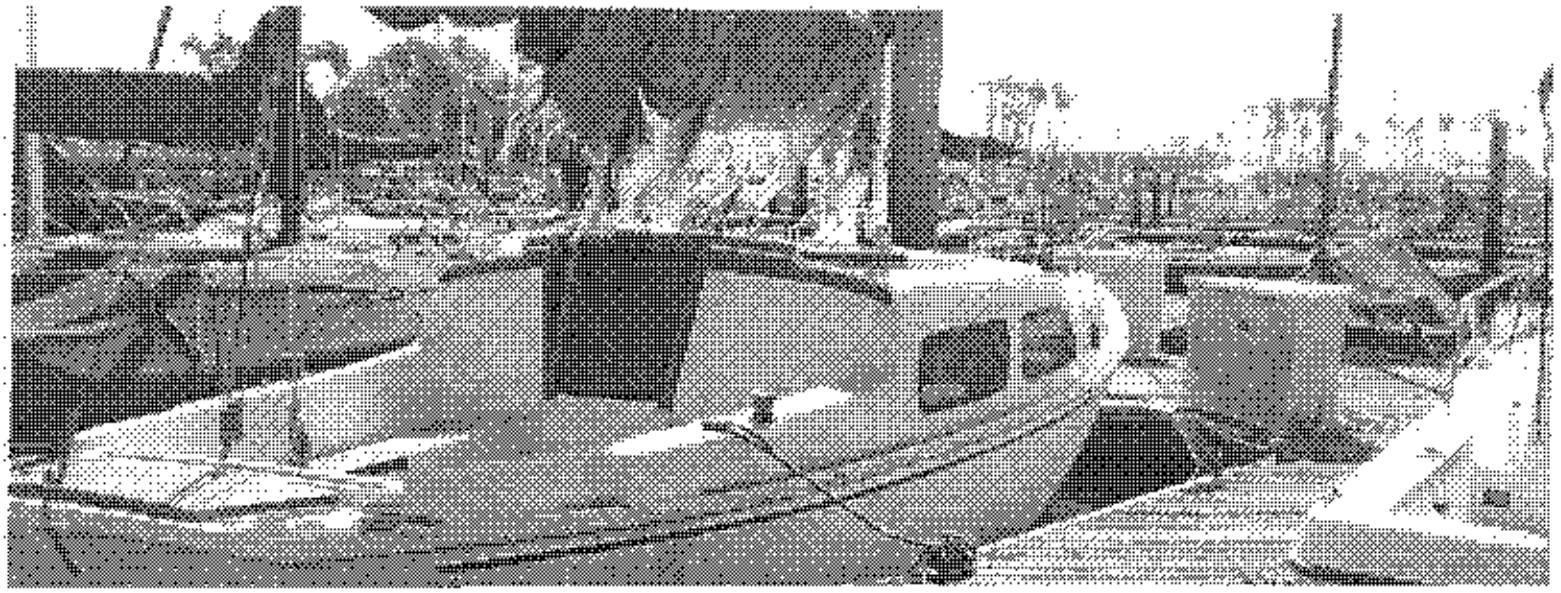
Project Number	Vessel Name/ Description and Location	Type of Hazard: *please check* AV = Abandoned Vessel NH = Navigational Hazard EH = Environmental Hazard O = Other				Vessel Reg. # or HIN #	Length	Hull Material	Compliance w/ H&NC Chp. 3 Article 1 *please check*		Cost Estimate	Comment	Hazard Revision: D = Disposed S = Sold R = Reclaimed *please check one*		
		AV	NH	EH	O				Yes	No			D	S	R
1	Albatross / 2 mi south of Veteran's Bridge	X	X			CF 1234 XC	35'	Wood	X		$8,000				
23	Sail/ABM	X				CF 3042 SK	20	F/G	X		1,500.00				

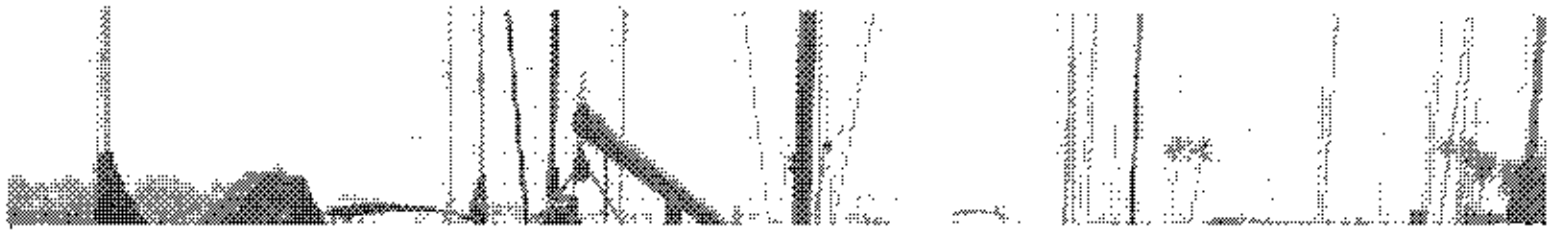


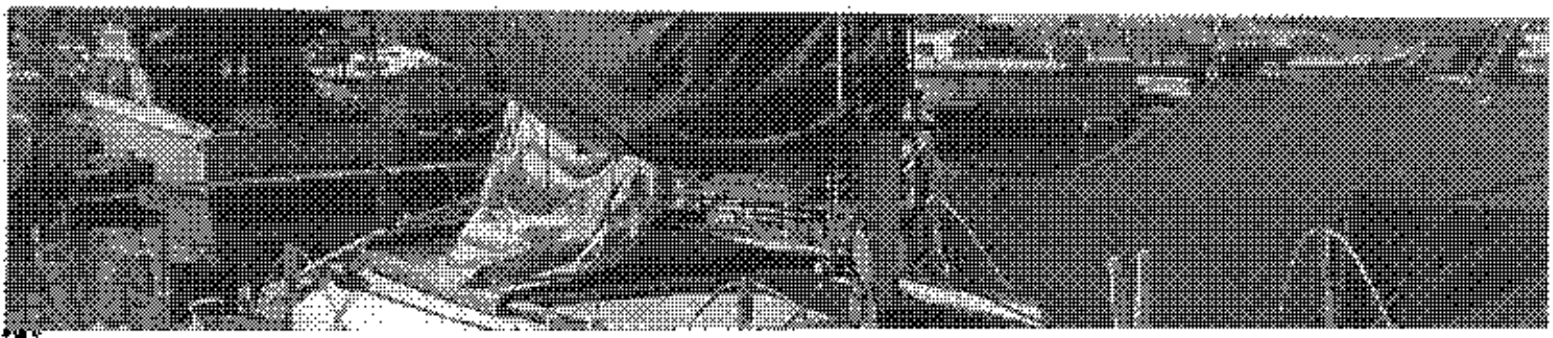


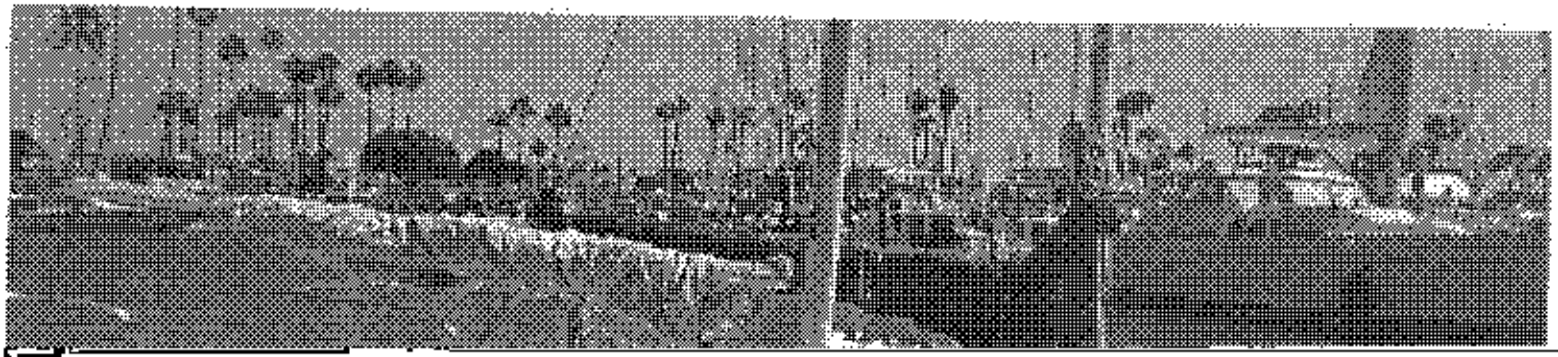












STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street #100
Sacramento, CA 95815

EXHIBIT B
Abandoned Watercraft Abatement Fund-Grant Program

1. NEEDS AND OBJECTIVES OF DBW

Pursuant to its authority under Harbors and Navigation Code section 525, the Department of Boating and Waterways ("DBW") wishes to contract with Grantee for the removal and disposal of abandoned, wrecked or dismantled vessels, or parts thereof, or any other partially submerged objects (hereinafter "eligible water hazards") which pose a substantial hazard to navigation within Grantee's jurisdiction as listed on the Hazard Removal List Worksheet, found in Exhibit A.

2. WATER HAZARDS ELIGIBLE FOR REMOVAL AND DISPOSAL

The funds provided under this Agreement shall be used for the removal, storage and disposal of eligible water hazards. For purposes of this Agreement, "abandoned" is defined in Harbors and Navigation Code section 522(a):

"Any hulk , derelict, wreck, or parts of any ship, vessel, or other watercraft sunk, beached, or allowed to remain in an unseaworthy or dilapidated condition upon publicly owned submerged lands, salt marsh, or tidelands within the corporate limits of any municipal corporation or other public corporation or entity having jurisdiction or control over those lands, without its consent expressed by resolution of its legislative body, for a period longer than 30 days without a watchman or other person being maintained upon or near and in charge of the property, is abandoned property".

DBW has determined that the vessels/water hazards listed in Exhibit A are eligible for funding under this Agreement. Eligibility for funding of additional vessels/water hazards under this agreement shall require the prior approval of DBW. All requests must be submitted in writing including a revised Water Hazard Removal List accompanied by photos that clearly identify the vessel(s)/water hazard(s).

The funds provided under this Agreement shall not be utilized for abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.

If Grantee is reimbursed for the costs related to salvage and storage of an eligible water hazard by the registered or legal owner or other person known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all fund disbursed by DBW to Grantee with respect to such water hazard immediately.

3. DISPOSITION:

Grantee shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Grantee or its subcontractors are performing work under this Agreement.

4. HAZARDOUS MATERIALS

Grantee shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Grantee shall be responsible for the proper and lawful handling, storage and disposal of any hazardous substances encountered in the execution of this Agreement.

5. TITLES AND LIENS

Grantee shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Grantee (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.

6. MEDIA

Grantee agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

7. OUTSIDE SERVICES

It is understood and agreed that, at its discretion, DBW reserves the right to obtain marine salvage services outside the terms of this Agreement.

8. PERMITS AND DOCUMENTATION

Prior to the removal of any eligible water hazard, the Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

9. SECURING OF BIDS

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts to marine salvage companies under this Agreement.

10. SUBCONTRACTORS

The Grantee warrants that any marine salvage company performing work under this Agreement holds a valid business license and carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement. Grantee shall provide DBW with a certificate of insurance from any subcontractor prior to the commencement of any work under this Agreement.

11. TRAFFIC CONTROL AND TRAFFIC SAFETY

The Grantee shall provide for adequate traffic control and safety measures at any site where Grantee and its subcontractors will perform any work under this Agreement.

12. AIR OR WATER POLLUTION VIOLATION

Grantee warrants that it is not (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 any cease and desist order not subject to review issued pursuant to Water Code section 13301 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.

13. ENTIRE AGREEMENT

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

14. APPROVAL OF CONTRACT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

contracts over $5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

18. INDEPENDENT CONTRACTOR

Grantee and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California. Neither DBW nor the State shall have any obligation to pay or to enforce any payment by Grantee to any subcontractor.

19. INSURANCE

The removal, storage and disposal of vessels under this Agreement is a hazardous activity. Grantee therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services / Office of Risk and Insurance Management (ORIM).

Grantee must furnish a certificate of insurance to DBW stating the following:

A. Grantee currently carries commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage combined [or more specific and greater coverage].

B. The hazardous activities to be performed under this Agreement are covered under Grantee's insurance.

C. The insurer shall not cancel Grantee's coverage without 30 days prior written notice to DBW.

D. The State of California, its officers, agents, employees, and servants are included as additional insurers with respect to the work performed for DBW under this Agreement.

If Grantee is self-insured, Grantee must provide DBW written explanation of the self-insurance program, which must be approved by ORIM.
Grantee warrants that its liability insurance shall be in effect at all times during the term of this contract. In the event Grantee's insurance coverage expires at any time during the term of this Agreement, Grantee agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein and for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services. Grantee agrees that no work or services shall be performed prior to such approval.

If Grantee fails to keep the required insurance in effect at all times during the term of this contract, DBW may, in addition to other remedies it may have, terminate this contract upon two days written notice.

20. TERMINATION

DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Grantee. Further, DBW may, by two-day written notice to Grantee and without any prejudice to its other remedies, terminate this contract because of failure of Grantee to fulfill its contract obligations. Upon receipt of any notice terminating this Agreement, Grantee shall immediately discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Grantee only for removal and disposal activities completed prior to the termination date. Grantee shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

21. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

22. MATCHING FUND REQUIREMENT

Section 525(C) of the Harbors and Navigation Code states, "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10-percent contribution from the local agency receiving the grant".

The 10-percent contribution is in addition to funds awarded in the grant. The grantee's contribution must be expended on projects declared on the Water Hazard Removal List found in Exhibit A.

The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Grant funds will not be disbursed until the grantee has complied with the 10-percent contribution requirement.

23. BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

A. DBW will reimburse the grantee for actual expenditures within the scope of the AWAF program upon written request by Grantee. Reimbursement for any request must be substantiated by submitting invoices and photos of the request to DBW. In addition, all requests shall reference the Water Hazard Removal List (Exhibit A). **Note: Food expenditures are not reimbursable through the AWAF program.**

B. Invoices submitted to DBW for payment must contain the following:

1. Name and address of Grantee
2. Contract Number
3. Date the service was performed
4. Location of each service

Invoices must be itemized, extended, totaled and mailed in **triplicate** to:

Department of Boating and Waterways
Enforcement Unit - AWAF
Attention: Mary Thomas
2000 Evergreen Street, Suite 100
Sacramento, CA 95815

C. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds advanced and provided under this Agreement.

D. All requests for payment must be submitted to DBW no later than 45 days prior to the expiration date of the contract. DBW is not obligated to make payment on any invoice received or to any services completed after this date.

24. 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, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee 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, DBW shall have the option to either cancel this Agreement with

STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street #100
Sacramento, CA 95815

GTC 304

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required

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

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

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

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

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

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

c. If an awarding body or public purchasing body receives, either through judgment or

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

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

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

18. UNION ACTIVITIES For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street #100
Sacramento, CA 95815

APPROVED AS TO FORM
October 13, 2008
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

CCC-304

CERTIFICATION

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. (GC 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. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. 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

6. 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.

7. SWEATFREE CODE OF CONDUCT:

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

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 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 (PCC 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 (PCC 10411):

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.