

DEPARTMENT OF BOATING AND WATERWAYS

2000 EVERGREEN STREET, SUITE 100
SACRAMENTO, CA 95815-3888
(888) 326-2822
www.dbw.ca.gov



February 7, 2011

Santa Barbara County
Attn: Terry Briggs
2225 Highway 154
Santa Barbara, CA 93105

Dear Mr. Briggs,

Enclosed for execution is the Floating Restroom Operation and Maintenance Grant contract agreement. The contract agreement consists of:

- | | | |
|----|-------------------------------------|----------|
| 1. | Standard Agreement | 3 copies |
| 2. | Standard Agreement/Exhibits A, B, C | 1 set |
| 3. | CCC 307 | 4 pages |
| 5. | Sample Resolution | 1 page |

A separate resolution or minute order accepting the terms of each contract is also required. A sample resolution is attached. For the terms of this contract your organization is considered the CONTRACTOR, please fill out all forms with this in mind.

Before the contracts are official, they must be approved by the State. Do not begin any work or order any materials until you have received your copy of the approved contract.

Please have all documents signed by the appropriate authority and return all documents to:

California Department of Boating and Waterways
Attn: Lauren Harada
2000 Evergreen Street, Suite 100
Sacramento, Ca 95815-3888

An approved copy will be returned to you after approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Atkinson".

Kevin Atkinson
Senior Civil Engineer
916-263-8149

Enclosures

Cc: Project File # 863

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

AGREEMENT NUMBER

REGISTRATION NUMBER

3680

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

STATE AGENCY'S NAME

DEPARTMENT OF BOATING AND WATERWAYS (DEPARTMENT)

CONTRACTOR'S NAME

Santa Barbara County (GRANTEE)

2. The term of this

Agreement is:

Shall begin on the Effective Date and continue for Two (2) years from the effective date of this agreement.

3. The maximum amount
of this Agreement is:

\$ 12,000.00
TWELVE THOUSAND DOLLARS

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.

Location: Cachuma Lake – SSR

Exhibit A – Floating Restroom Grant Operation and Maintenance Contract Reimbursement

3 pages

Exhibit B – Floating Restroom Grant Operation and Maintenance Standard Terms and Conditions

4 pages

Exhibit C – General Terms and Conditions

GTC 610

Contractor Certification Clauses

CCC 307

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%20Language/default.htm*

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.)

Santa Barbara County

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

2225 Highway 154
Santa Barbara, CA 93105

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF BOATING AND WATERWAYS

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

LUCIA C. BECERRA, Acting Director

ADDRESS

2000 EVERGREEN STREET, SUITE 100
SACRAMENTO, CALIFORNIA 95815-3888

*California Department of General
Services Use Only*

Exempt per:

EXHIBIT A

FLOATING RESTROOM GRANT - OPERATION AND MAINTENANCE CONTRACT
REIMBURSEMENT

SANTA BARBARA COUNTY

1. PARTIES

The parties to this Agreement are as follows:

- (a) DEPARTMENT: The Department of Boating and Waterways
- (b) GRANTEE: Santa Barbara County
2225 Highway 154
Santa Barbara, California 93105

2. GRANT

- (a) The DEPARTMENT hereby grants up to TWELVE THOUSAND DOLLARS (\$12,000.00), to the GRANTEE, for operation and maintenance of the floating restroom facilities at the Santa Barbara County in compliance with the regulations of the Clean Vessel Act (50 CFR Part 85).
- (b) The grant shall not exceed SEVENTY FIVE PERCENT (75%) of the allowable project costs. The GRANTEE shall contribute the remaining TWENTY FIVE PERCENT (25%).
- (c) The grant provides for reimbursement with Federal Funds [FED CATALOG 15.616].
- (d) This GRANT is subject to the terms and conditions in Exhibits A, B, and C of this Agreement.

3. TERM OF CONTRACT

- (a) This CONTRACT shall cover the operation and maintenance expenses incurred from the EFFECTIVE DATE of the Contract to February 7, 2013.
- (b) This CONTRACT may be extended, amended or canceled upon agreement of both the DEPARTMENT and the GRANTEE.

5. USER FEES

The GRANTEE may not charge a fee for the use of the facilities covered by this GRANT.

6. SPECIAL PROVISIONS

- (a)
 - 1. The floating restrooms operated and maintained under this grant shall be open and available to the public for the full term of this CONTRACT.
 - 2. The floating restroom facilities shall not be moored, tied to, or located within or immediately adjacent to any marina. The intention of the floating restrooms is to provide sanitary facilities in locations that would not otherwise be available due to remote location, limited or no landside access, or rough topography.

EXHIBIT A

- (b) The grant recipient shall install signage that shall:
 - 1. Acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act. (State supplied sign).
- (c) Operation and Maintenance of Project
 - 1. Because the Department has invested public funds in the floating restroom facilities, the Department has a vested interest in their success. As a condition of the grant funds the Grantee is therefore responsible to ensure that the facilities are operated and maintained in a manner that will prevent discharge of any sewage to the waters of the State, shall be maintained in good working order, and shall be regularly cleaned for the term of this contract.
 - 2. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.
 - 3. The Department and its agents may, at any and all reasonable times during the term of this contract, enter the Project Area for purposes of inspecting the facilities to determine if the facility is being maintained according to the terms of this contract and the Recommended Minimum Maintenance Guidelines listed below.
 - 4. Failure to maintain the facility according to this section is a breach of this contract and may subject the Grantee to Termination of this contract.
 - 5. The Department and its agents may, at any and all reasonable times during the term of this contract, enter the Project Area and install upon the equipment (at no cost to the Grantee) a monitoring device to record the operation and reliability of the facilities operated under this grant.
 - 6. The Grantee shall at a minimum maintain the facility in accordance with the Recommended Minimum Maintenance Guidelines listed below:
 - 1. On a weekly basis inspect the facility for cleanliness, and general operating condition. Perform cleanup/maintenance as required.
 - 2. As recommended by the equipment manufacturer perform preventative maintenance per recommended schedule.
 - 3. Grantee should complete all repairs within 72 hrs of identifying a facility need.
- (d) GRANTEE shall each year provide information about the use and reliability of the floating restroom facilities in the form of a post-implementation evaluation report (PIER) provided by the Department and shall transmit the results of the PIER to the DEPARTMENT no more than 30 days after receipt of the PIER.
- (e) Notices required between the parties shall be deemed to have been given when mailed to the respective addresses herein, first-class postage fully prepaid thereon.

7. PROJECT CONTACTS

DEPARTMENT Contact:

Kevin Atkinson
California Department of Boating & Waterways
2000 Evergreen Street, Suite 100
Sacramento, California 95815
phone: 916-263-8149
fax: 916-263-0648
email: katkinson@dbw.ca.gov

GRANTEE Contact:

Terry Briggs
Santa Barbara County
2225 Highway 154
Santa Barbara, California 93105
phone: 805-896-4469

Either party may make changes to the information above by giving ten (10) days written notice to the other party. Said changes shall not require an amendment to this agreement.

End

FLOATING RESTROOM OPERATION AND MAINTENANCE CONTRACT
STANDARD TERMS AND CONDITIONS

ARTICLE I – DEFINITIONS

- A. ALLOWABLE PROJECT COSTS means those permitting, planning, management, signage, labor, design, material and construction costs which are necessarily incurred by the GRANTEE for the purpose of operating and maintaining the PROJECT and are covered by the GRANT as eligible grant activities; such PROJECT COSTS shall not include any expenses incurred prior to the effective date of this CONTRACT nor any expenses incurred for ineligible activities.
- B. CONTRACT means the contract to which these standard terms and conditions are appended.
- C. DEPARTMENT means the Department of Boating and Waterways.
- D. EFFECTIVE DATE means either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
- E. GRANT means a grant provided pursuant to Harbors and Navigation Code Section 72.75 and the Federal Clean Vessel Act of 1992 (50 CFR Part 85) to finance all or part of the PROJECT COSTS.
- F. GRANTEE means the person or entity identified in Exhibit A as the GRANTEE.
- G. OPEN AND AVAILABLE TO THE PUBLIC means that all users (public and private) shall have full and reasonable access to the floating restroom facilities for the purpose of sewage disposal.
- H. PROJECT means those floating restroom units granted to the Grantee by the Department of Boating and Waterways by prior grant agreement. No other restroom facilities are eligible for reimbursable costs covered by this agreement.

ARTICLE II – OPERATION AND MAINTENANCE OF PROJECT

- A. All contracts for the PROJECT shall:
 - 1. Be awarded in accordance with all applicable laws and regulations, including but not limited to competitive bidding.
 - 2. Contain the following clause: "Representatives of the Department of Boating and Waterways shall be allowed access to all parts of the construction work."
 - 3. Contain a clause that the contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the PROJECT and any work performed pursuant to the contract.
- B. Inspection reports and related inspection data shall at all reasonable times be accessible to the DEPARTMENT personnel, and request copies of such reports and data shall be provided to the DEPARTMENT by the GRANTEE.

ARTICLE III - DISBURSEMENT OF GRANT

- A. The DEPARTMENT shall have no obligation to disburse any of the GRANT to cover costs unless and until the GRANTEE demonstrates that it has acquired permits necessary (as applicable) to construct or repair the PROJECT.
- B. The Grantee may request periodic reimbursement payments for the operation and maintenance of the PROJECT. The reimbursement requests shall cover a minimum period of six (6) months of expenses, unless otherwise approved by the Department.
- C. Grantee shall account for all project costs expended under this grant as required by the DEPARTMENT. Prior to disbursement of funds, GRANTEE shall provide (in triplicate) the DEPARTMENT with (1) copies of all invoices, receipts, timesheets, and (2) a final summary of all project costs.
- D. The GRANTEE shall request final payment in writing under this CONTRACT no later than SIXTY (60) days following the end date of the contract term.
- E. The DEPARTMENT may withhold any payment of GRANT funds for failure by the GRANTEE to comply with any of the conditions and provisions of this CONTRACT.

ARTICLE IV- LIABILITY

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT including the right to contribution for any loss or damage arising from, growing out or in any way connected with or incident to this CONTRACT.
- B. The GRANTEE shall indemnify, hold harmless, and defend the DEPARTMENT, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the PROJECT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE V - WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this CONTRACT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with CONTRACT, shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE VI - REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or the GRANTEE of any remedy specified in the CONTRACT for the enforcement of the CONTRACT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE VII - OPINIONS AND DETERMINATIONS

Where the terms of this CONTRACT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE VIII – ASSIGNMENT, SALE, OR TRANSFER

- A. No assignment, sale, or transfer of this CONTRACT or any part hereof, rights hereunder, or interest herein by GRANTEE shall be valid pursuant to Exhibit C 3. unless and until it is approved in writing by the DEPARTMENT and made subject to such reasonable terms and conditions as the DEPARTMENT may impose.
- B. GRANTEE shall require, as a condition of assignment, sale or transfer of the property on which the PROJECT is constructed, the assignee, purchaser or transferee of the property to assume, in writing, in such manner as shall be satisfactory to the DEPARTMENT, the obligations of this CONTRACT. Failure to comply with this provision shall constitute a default pursuant to ARTICLE XII B of Exhibit B of this CONTRACT

ARTICLE IX - SUCCESSORS AND ASSIGNS OBLIGATED

This CONTRACT and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

ARTICLE X - PRIOR TERMINATION

The CONTRACT shall terminate on the date specified in EXHIBIT A, Paragraph 3 of this CONTRACT if (1) the GRANTEE has not met all conditions precedent to disbursement under this CONTRACT by such date, or (2) if no disbursement by the DEPARTMENT of GRANT funds occurs by such date.

ARTICLE XI - AUDIT

In addition to the audit requirements specified in Exhibit C-4, GRANTEE understands and agrees that, as a recipient of Federal Funds, it must comply with any applicable audit requirements imposed by federal law, regulations or policy, such as the Single Audit Act and the reporting requirements set forth in OMB Circular A-135.

ARTICLE XII – TERMINATION

A. TERMINATION FOR CONVENIENCE

- 1. The DEPARTMENT may terminate this CONTRACT at any time for the convenience of the State upon THIRTY (30) days prior written notice, delivered by certified mail or in person to GRANTEE. Upon notice of such termination, GRANTEE shall, within 30 days, return by check payable to the DEPARTMENT all unexpended grant funds not previously approved for expenditure by the DEPARTMENT.
- 2. GRANTEE may terminate this CONTRACT at any time upon THIRTY (30) days prior written notice, delivered by certified mail or in person to the DEPARTMENT, provided, however, that upon any such termination of the CONTRACT, GRANTEE shall, within

thirty (30) days of such termination, reimburse by check payable to the DEPARTMENT all funds contributed by the DEPARTMENT to the PROJECT on a prorated basis as determined by the DEPARTMENT.

B. TERMINATION FOR DEFAULT

The DEPARTMENT may at any time upon NINETY (90) days prior written notice of default, and, when applicable, after having afforded GRANTEE an opportunity to cure any breach pursuant to ARTICLE VII, terminate this CONTRACT if the GRANTEE has failed to abide by any applicable provision of this CONTRACT. In such case, GRANTEE shall, within NINETY (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the DEPARTMENT to the PROJECT on a prorated basis as determined by the DEPARTMENT.

ARTICLE XIII WAIVERS

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any written waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind

ARTICLE XIV DISPUTE RESOLUTION

Any dispute arising under the terms of this CONTRACT which is not disposed of within a reasonable period of time by the GRANTEE and DEPARTMENT representatives normally responsible for the administration of this CONTRACT shall be brought to the attention of the Director of the DEPARTMENT or his designee. At the request of either party, the DEPARTMENT shall provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this CONTRACT in a court of competent jurisdiction

ARTICLE XV WAIVER OF THE STATUTE OF LIMITATIONS

GRANTEE waives the benefit of any limitations affected its liability hereunder or the enforcement thereof to the extent permitted by law.

ARTICLE XVI NOTICES

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses herein, first-class postage fully prepaid thereon, unless otherwise required by law.

ARTICLE XVII – COMPLIANCE WITH FEDERAL REQUIREMENTS

GRANTEE shall comply with all applicable Federal laws, regulations and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other administrative guidelines, and are incorporated herein by this reference as if fully set forth.

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>		<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 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.