

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: SHERIFF

BOARD AGENDA # *B-14

Urgent Routine

AGENDA DATE July 31, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT: AUTHORIZE THE SHERIFF TO ACCEPT A GRANT THROUGH THE CALIFORNIA HIGHWAY PATROL; INCREASE APPROPRIATIONS AND ESTIMATED REVENUES; AUTHORIZE THE SHERIFF TO ENTER INTO A CONTRACT WITH CALIFORNIA HIGHWAY PATROL AND TO PARTNER WITH CALIFORNIA STATE UNIVERSITY STANISLAUS AND STANISLAUS REGIONAL 911.

STAFF RECOMMENDATIONS:

- 1. AUTHORIZE THE SHERIFF TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL IN ORDER TO COLLECT TRAFFIC STOP AND OTHER CRIMINAL JUSTICE DEMOGRAPHIC DATA.
2. DIRECT THE AUDITOR TO INCREASE APPROPRIATIONS AND INCREASE ESTIMATED REVENUES AS DETAILED ON THE ATTACHED FINANCIAL TRANSACTION FORM.
3. AUTHORIZE THE SHERIFF OR HIS DESIGNEE TO SIGN A CONTRACT WITH CALIFORNIA HIGHWAY PATROL.

- Continued -

FISCAL IMPACT:

The Sheriff's Department is in receipt of a one-time grant award from the California Highway Patrol in the amount of \$100,000. The grant amount was increased by \$75,000 over the requested amount of \$25,000. These additional funds are contingent upon the Sheriff's Department's collection of additional demographic data pertaining to the Stanislaus County criminal justice system as a whole. Grant funds received will be utilized to cover additional extra help costs to collect, analyze and interpret the data, contract for services, and purchase necessary supplies. There is no cost to the general fund associated with this grant process. No matching funds are required.

BOARD ACTION AS FOLLOWS:

No. 2001-564

On motion of Supervisor Blom, Seconded by Supervisor Caruso and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Simon

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

MOTION:

Christine Ferraro

AUTHORIZE THE SHERIFF TO ACCEPT A GRANT THROUGH THE CALIFORNIA HIGHWAY PATROL; INCREASE APPROPRIATIONS AND ESTIMATED REVENUES; AUTHORIZE THE SHERIFF TO ENTER INTO A CONTRACT WITH CALIFORNIA HIGHWAY PATROL AND TO PARTNER WITH CALIFORNIA STATE UNIVERSITY STANISLAUS.

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STAFF RECOMMENDATIONS
CONTINUED:

4. AUTHORIZE THE SHERIFF TO PARTNER WITH CALIFORNIA STATE UNIVERSITY STANISLAUS TO INTERPRET AND ANALYZE DATA.
5. AUTHORIZE THE SHERIFF TO PARTNER WITH STANISLAUS REGIONAL 911 FOR THE DEVELOPMENT OF SOFTWARE.

DISCUSSION:

Demographic data will initially be collected for all traffic stops by patrol deputies utilizing a manual system. In order to collect the data, it has been necessary to create and then copy collection forms and those costs along with other miscellaneous office supplies will be covered by this grant. It is the intention of the Sheriff's Department to automate this system to facilitate the timely and accurate gathering and reporting of the resulting statistics. This data will be reported to the California Highway Patrol for inclusion in their state-wide report. In order to accomplish this automation, the Sheriff's office will contract with Stanislaus Regional 911 to develop software to electronically gather and disseminate demographic traffic stop information.

Additionally, the Department will collect and analyze demographic data on the complete criminal justice process (i.e. booking and subsequent prosecution). The information will be obtained by extracting data from automated booking registers, investigative reports and court minute orders. It is the intention of the Sheriff's Office to utilize the County Management Information Services office in order to develop software to obtain historical booking data.

Clerical extra help will be used to set up the data collection to be released to California State University Stanislaus (CSUS) where, under the direction of faculty and in partnership with the Sheriff's Department, a project will be undertaken to analyze and review the demographic data collected in order to determine patterns and trends in the criminal justice system in Stanislaus County.

In summary, the Sheriff's Department will utilize these grant funds to: 1) fund additional extra-help clerical staff to input data; 2) contract with CSUS to analyze and review the data; 3) contract with Stanislaus Regional 911 to develop software to automate the collection of data; 4) utilize County MIS services to access historical booking data; and, 5) purchase equipment and office supplies.

AUTHORIZE THE SHERIFF TO ACCEPT A GRANT THROUGH THE CALIFORNIA HIGHWAY PATROL; INCREASE APPROPRIATIONS AND ESTIMATED REVENUES; AUTHORIZE THE SHERIFF TO ENTER INTO A CONTRACT WITH CALIFORNIA HIGHWAY PATROL AND TO PARTNER WITH CALIFORNIA STATE UNIVERSITY STANISLAUS.

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POLICY
ISSUES:

The Board must determine if acceptance of this grant is consistent with the Board's stated priority of a safe and healthy community.

STAFFING
IMPACT:

The Department will not be adding additional full time staff but will be increasing extra-help staff in order to collect data.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-01**
 To **Jun-02**



BATCH SCREEN

Journal Batch **SO PG** BO **--**
 Category **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Jul-01 AMOUNT	
1	1743	28862	50020	12102			10,000.00	Incr extra help
2	1743	28862	62600	12102			10,000.00	Increase office supplies
3	1743	28862	63280	12102			49,000.00	Increase contracts
4	1743	28862	74130	12102			18,000.00	Increase MIS services
5	1743	28862	62980	12102			13,000.00	Increase office equipment <5,000
6	1743	28862	25000	12102			100,000.00	Increase estimated State revenue
7							.0	
8							.0	
9							.0	
10							.0	
11							.0	
12							.0	
13							.0	
14							.0	
15							.0	
16							.0	
17							.0	
18							.0	
19							.0	
20							.0	
21							.0	
22							.0	
23							.0	
24							.0	
25							.0	
Totals							200,000.00	

Set up est rev and approp for Demographic Data Collection Grant

Requesting Department Signature 7-76-01 Date	CEO Signature 7-24-01 Date	Auditors Office Only Prepared By Date	 Admin Approval (\$75K+) 7-16-01 Date
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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

P. O. Box 942898

Sacramento, California 94298-0001

(916) 375-2965

(800) 735-2929 (TT/TDD)

(800) 735-2922 (Voice)



November 8, 2001

File No.: 76.A12719

Stanislaus County Sheriff's Office
250 E. Hackett Road
Modesto, CA 95358

Re: CHP Contract #00-C5713
Demo Data Collection Project
Office of Research & Planning

Enclosed for your records is a fully approved copy of the above referenced contract. Should you have any questions regarding this contract, please contact the Contract Services Unit, telephone (916) 375-2965.

CONTRACT SERVICES UNIT
Business Services Section

Enclosure

cc: 051-Research and Planning
Attn: Patricia Sliney



STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV 9-93) (Automated)

CONTRACT NUMBER 00-C5713	AM. NO. 0
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of November, 2000, in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Admin Services Officer AGENCY: Department of California Highway Patrol, hereinafter called the State, and


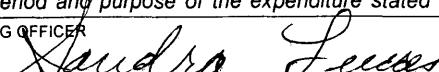
CONTRACTOR'S NAME: Stanislaus County Sheriff's Office (209) 525-7114, hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)* abc

Contractor hereby agrees to all terms, conditions and specifications as provided on the attached pages, all of which by reference are made a part hereof.

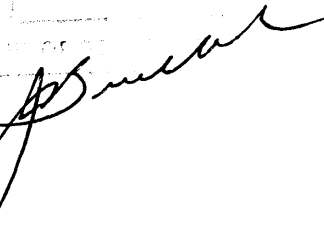
(CONTINUED ON _____ SHEETS)

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY <u>Department of California Highway Patrol</u>	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>Stanislaus County Sheriff's Office (209) 525-7114</u>		
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING D. GERMAIN	PRINTED NAME OF PERSON SIGNING JANE CLARK	TITLE Asst. Sheriff	
TITLE <u>Admin Services Officer</u>	ADDRESS (City) (State) (Zip Code) <u>250 E. Hackett Road Modesto CA 95358</u>		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$100,000.00	PROGRAM / CATEGORY (CODE AND TITLE) <u>99</u>	FUND TITLE <u>MV Account State Trans.</u>	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$100,000.00	ITEM <u>2720-101-0001</u>	CHAPTER <u>52</u>	STATUTE <u>2000</u>
	FISCAL YEAR <u>00/01</u>		
	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>3051-702-10001</u>		
I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 		DATE <u>7-3-01</u>	

Department of General Services Use Only

OCT 30 2001



CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER
 OTHER

STANDARD AGREEMENT

STD 2 (REV 9-93) (DGS Automated) (REVERSE)

ADDITIONAL INFORMATION

1. The 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, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained 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. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. 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 and per diem, unless otherwise expressly so provided.

CHP Contract #00-C5713
Public Contact Demographic Data Collection Project
Stanislaus County Sheriff's Office

ARTICLE I. STATEMENT OF WORK

This agreement is between the Stanislaus County Sheriff's Office, herein after referred to as the AGENCY, and the California Highway Patrol, herein after referred to as CHP. AGENCY agrees to participate in the collection and reporting of racial profiling data, to include a minimum of five categories of demographic data from traffic stops, for the California Highway Patrol (CHP), Office of Research and Planning (ORP), located at 2555 First Avenue, Sacramento, CA 95814.

AGENCY agrees to work with designated CHP staff to accomplish the requirements of the attached specifications, marked "Exhibit A", which by reference is made a part hereof.

AGENCY agrees to report the demographic data in accordance with the allied AGENCY public contact format as specified in "Exhibit B", which by reference is made a part hereof.

ARTICLE II. CONTRACT COORDINATOR

CHP Contract Coordinator shall be:

Ms. Patricia Sliney
Office of Research and Planning
2555 First Avenue
Sacramento, CA. 95814
(916) 657-7237

ARTICLE III. TERM OF CONTRACT

The term of this contract shall be November 1, 2000 through October 31, 2003.

ARTICLE IV. AMENDMENT

This contract may be amended by written mutual consent of the parties hereto.

ARTICLE V. CANCELLATION CLAUSE

This contract may be canceled by the State upon thirty (30) days prior written notice to the contractor.

ARTICLE VI. PAYMENT PROVISIONS

CHP agrees to pay AGENCY **One Hundred Thousand Dollars (\$100,000.00)** in advance, to perform the agreed upon services and provide the required data collection reports. Failure to provide services and/or reports in the time and manner indicated may result in the requirement for reimbursement of any funds provided to the AGENCY for the participation in this project.

To receive payment, please send a memo on your departmental letterhead, indicating your participation in this project, referencing the contract number **(00-C5713)** and the amount of payment, to the attention of the contract coordinator.

Payment shall be made from funds appropriated to the Department of California Highway Patrol and subject to the fiscal procedures of the State of California. **The total amount of this contract shall not exceed One Hundred Thousand Dollars (\$100,000.00), including all fees, applicable taxes, and expenses.**

ARTICLE VII. RETENTION OF RECORDS/AUDITS

AGENCY and the CHP shall maintain all books, documents, papers, accounting records, and other evidence pertaining to performance of this contract, but not limited to, the costs of administering the contract, for a period of three (3) years after final payment under the contract. The State Auditor, or any duly authorized representative of the State shall have access to any books, records, and documents of either party that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. (Government Code Section 8546).

ARTICLE VIII. STATE CONTRACTING REQUIREMENTS

AGENCY agrees to abide by the attached Form 17A Nondiscrimination Clause, State Contract Requirements, Anti-trust Provisions, and Dispute Resolution Provision, all of which by reference herein shall be made a part of this contract.

ARTICLE IX. DISPUTES

Any dispute concerning a question of fact arising under the terms of this contract, which is not resolved within a reasonable period of time by the AGENCY and CHP employees normally responsible for the administration of this contract, shall be brought to the attention of the AGENCY Administrator (or designated representative) and the CHP Administrative Officer (or designated representative) for joint resolution. At the request of either party, a forum for discussion of the disputed item(s) will be held, at which time the AGENCY Contract Administrator and the CHP Administrative Services Officer (or their designated representatives) shall be available to assist in

the resolution by providing advice to both parties as to the AGENCY's and CHP's policies and procedures. 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 or within a court of competent jurisdiction.

The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

Both parties agree to continue to carry out all other responsibilities under this contract not affected by the dispute.

ARTICLE X. FUNDING AVAILABILITY

This contract is valid and enforceable only if sufficient funds are made available by the Budget Acts of the appropriate fiscal years to provide local assistance to allied agencies. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature or any statute enacted by the Legislature, which may affect the provisions, term or funding of this contract in any manner.

ARTICLE XI. DRUG-FREE WORKPLACE CERTIFICATION.

By signing this contract, the AGENCY hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) 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 contract 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 contract.

EXHIBIT A
Collection and Reporting of Data
Scope of Work

1. AGENCY shall coordinate with the CHP Coordinator to report the racial profile data collected at traffic stops. The data will be transmitted to CHP in April 2001(if applicable), April 2002, and April 2003, for inclusion in CHP's report to Legislature.
2. The written report provided by the AGENCY shall contain, at a minimum, five categories of demographic data from traffic stops to CHP. The five required elements include; age, race, gender, result of contact, and whether a vehicle was searched.
3. Reports provided under this contract become the sole property of CHP. Any dissemination of completed reports, summary reports, and/or subject matter findings pertaining to services provided under this agreement are subject to prior approval by CHP, no information obtained through the execution of this contract shall be released without the prior written approval of CHP.
4. Information collected and reported to CHP by each participating AGENCY shall be available for use by either entity in the normal course of business. All reports issued by the participating AGENCY shall contain the following statement in the credit sheet: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the CHP. This publication does not constitute a CHP standard, specification, or regulation."
5. Final reports developed from the consolidated information collected under this contract become the sole property of CHP. Any dissemination or interpretation of completed reports, summary reports, and/or subject matter findings pertaining to services provided under this contract are subject to prior approval by the CHP, Office of Special Projects. No information obtained through the execution of this contract study shall be released without the prior written approval of the CHP Office of Special Projects.
6. All publication rights and copyrights of final project summary report are retained by the CHP. Any oral or written release of information is subject to prior written approval of the CHP.
7. Participating agencies, who are not already collecting data for racial profiling, must begin **ON OR BEFORE** May 1, 2001, and continue through April 30, 2003.
8. Failing to submit data collection reports as required shall result in full refund of funds allocated to participate in this program.

Allied Agency Public Contact Characteristics Reporting Format

EXHIBIT B

DEFINITIONS

In Custody Arrests	Self explanatory.
Notice to Appear	Citations issued for any code violation.
Written Notice to Correct Violations	A Notice to Correct (written warning) issued for a mechanical, drivers license, or registration violation.
Verbal Warnings	Self explanatory.
Public/Motorist Service	Public/Motorist Service - Public contacts, such as providing information, assistance, or assisting the driver of a disabled vehicle
Total	The total number of contacts for the corresponding field.
Race	The number of the members of the appropriate racial category(Black, White, Hispanic, Asian and Other) that were contacted. The combined number of the five racial data fields should equal the total box.
Male/Female	The gender of the contact. The total of these two boxes should equal the total box.
Vehicle Searches	The number of vehicle searches for the corresponding field.
Age	The groupings of the ages are to the right of the data entry box.
Vehicle Searches	Indicate the total number of vehicle searches and detail out the information as above. For the purposes of this data collection, vehicle searches do not include the following: <ul style="list-style-type: none">· A vehicle inventory search conducted for the purpose of inventorying and safeguarding the property of the vehicle's owner.· A vehicle searched incidental to a lawful arrest.· A vehicle searched pursuant to a search warrant.

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
DISPUTE RESOLUTION PROVISION**

By signing the contract, contractor agrees to abide by this provision.

Any dispute concerning a question of fact arising under the terms of this contract which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Administrative Services Officer, or his/her representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California, California Highway Patrol, policies and procedures. 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 or within a court of competent jurisdiction.

The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

The mailing address for disputes shall be:

Department of California Highway Patrol
Business Services Section
Contract Management Unit
P.O. Box 942898
Sacramento, CA 94298-0001

Contractor and State agree to continue to carry out all other responsibilities under this contract not affected by the dispute.

NONDISCRIMINATION CLAUSE (OCP-1)

STD 17A (REV 3-95) (DGS Automated)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ANTITRUST PROVISIONS

as of November 1997

1. The Government Code Chapter on antitrust claims contains the following definitions:
 - a. "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.
 - b. "Public purchasing body" means the state or the subdivision or agency making a public purchase. See Government Code Section 4550.
2. The following antitrust provisions are incorporated and made a part of this contract:
 - a. The Contractor offers and agrees that it will assign to the State 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 the 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. See Government Code Section 4552.
 - b. If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expense incurred in obtaining that portion of the recovery. See Government Code Section 4553.
 - c. Upon mand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**STATE OF CALIFORNIA
CONTRACT REQUIREMENTS
FOR
OVER \$10,000**

(Revised 4/99)

NONDISCRIMINATION COMPLIANCE STATEMENT

The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

NATIONAL LABOR RELATIONS BOARD

Contractor agrees that by signing the contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal court which orders the contractor to comply with an order of the National Labor Relations Board. (Public Contract Code Section 10296)

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990 (42 U.S.C. 12101 ET SEQ.)

Contractor by signing this contract assures the State that it complies with the Americans with Disability Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

STATE AUDITOR GENERAL AUDIT PROVISION

The contracting parties hereto shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with the Government Code Section 8546.7. In addition, the contractor may be subject to examination and audit by representatives of the California Highway Patrol. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract.

RECYCLE CONTENT

Should materials, goods, supplies offered, or products be used in the performance of this contract, the contractor by signing this contract hereby certifies that the materials, goods, supplies offered, or products meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

SUBCONTRACTING

Contractor shall not subcontract any services under this agreement without prior written approval of the State's representative.

CONFLICT OF INTEREST

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. [Public Contract Code 10410]

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government 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 or department. The prohibition shall apply to a person only during a two-year period beginning on the state the person left state employment. [Public Contract Code 10411(a)]

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. [Public Contract Code 10411(b)]

DISABLED VETERAN BUSINESS ENTERPRISE CONTRACT AUDIT PROVISION

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

NON-INFORMATION TECHNOLOGY PRODUCTS and/or SERVICES, if applicable

The contractor warrants and represents that the goods or services sold, leased or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract/purchase order are "Year 2000 compliant." For purposes of this contract/purchase order, a good or service is Year 2000 compliant if it will continue to function fully before, at and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through Contractor.

CHILD SUPPORT COMPLIANCE ACT, (if applicable) (AB 1396, effective 1/1/99)

For any contract in excess of \$100,000, the contractor acknowledges in accordance with, that:

(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.

EMPLOYMENT OF UNDOCUMENTED ALIENS, if applicable

The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder in the preceding five years, has not been convicted of violating a state or federal law respecting the employment of undocumented aliens. [Public Contract Code Section 6101]