STATE OF CALIFORNIA

STANDARD AGREEMENT

| STD | 213 (Rev 06/03) | | AGREEMENT NUMBER | | |
|---|--------------------------------|-----------------------|------------------|---------------------|--|
| | | | | REGISTRATION NUMBER | |
| This Agreement is entered into between the State Agency and the Contractor named below: | | | | | |
| | STATE AGENCY'S NAME | | | | |
| | Citizens Redistric | ting Commission (CRO | C) | | |
| | CONTRACTOR'S NAME | | | | |
| | Department of G | eneral Services (DGS) |) | | |
| 2. | The term of this Agreement is: | JULY 1, 2020 | through | JUNE 30, 2021 | |

3. The maximum amount \$ 10,000.00

of this Agreement is: Ten 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.

The Department of General Services and Citizens Redistricting Commission (CRC) enter into this agreement, which includes the following.

Exhibit A – Scope of Work Exhibit B - Budget Detail and Payment Provisions 6 pages

2 pages

Exhibit C - General Terms and Conditions

GIA 610*

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

| CONTRACTOR | | artment of General es Use Only | |
|--|--------------------------|-----------------------------------|----------------|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, par | | , | |
| Department of General Services | | | |
| BY (Authorized Signature) | | | |
| ≤ | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | 1 | | |
| John al-Amin, Chief Financial Officer | | | |
| ADDRESS | | | |
| Administration Division – Office of Fiscal Services | | | |
| 707 3 rd Street, 9 th Floor, West Sacramento, CA 95605 | | | |
| STATE OF CALIFORNIA | | | |
| AGENCY NAME | | | |
| Citizens Redistricting Commission | | | |
| BY (Authorized Signature) | DATE SIGNED(Do not type) | | |
| _& | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | Exempt per: | SCM § 4.04.A.5 |
| | | | |
| ADDRESS | | | |
| 721 Capitol Mall, Ste 260 | | | |
| Sacramento, CA 95814 | | | |
| | | | |

EXHIBIT A SCOPE OF WORK

Department of General Services' (DGS) Contracted Fiscal Services (CFS) Unit will provide fiscal services to the Citizens Redistricting Commission (CRC). DGS-CFS provides fiscal services including accounting and budgeting services on a full cost recovery basis to state entities that do not have the staff or the expertise to perform the fiscal functions and find it cost effective to use DGS' services.

1. AGREEMENT SUMMARY

DGS - CFS will provide accounting and budgeting services for CRC for the period of July 1, 2020 through June 30, 2021.

2. AGREEMENT TERM AND EXTENSION OPTION

The term of this Agreement is one (1) year. Upon mutual agreement, the parties may amend this contract.

3. PROJECT REPRESENTATIVES

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

| CITIZENS REDISTRICTING COMMISSION | | | | |
|-----------------------------------|---------------------------|--|--|--|
| CONTRACT ADMINISTRATOR | FISCAL OFFICE CONTACT | | | |
| | | | | |
| | | | | |
| | | | | |
| 721 Capitol Mall, Ste 260 | 721 Capitol Mall, Ste 260 | | | |
| Sacramento, CA 95814 | Sacramento, CA 95814 | | | |
| Sacramento, CA 93014 | Saciamento, CA 93614 | | | |

| DEPARTMENT OF GENERAL SERVICES – Contracted Fiscal Services | | | | | |
|---|---|--|--|--|--|
| DGS-CFS CONTRACT ADMINISTRATOR | DGS-CFS ACCOUNTING CONTACT | | | | |
| Lydia Hui | Eugene Louie | | | | |
| CFS – Chief | CFS – Accounting Administrator II | | | | |
| Contracted Fiscal Services | Contracted Fiscal Services | | | | |
| 707 3 rd Street, 6 th Floor | 707 3 rd Street, 6 th Floor | | | | |
| West Sacramento, CA 95605 | West Sacramento, CA 95605 | | | | |
| Phone – (916) 441-9681 | Phone – (916) 376-5262 | | | | |
| Fax - (916) 376-5218 | Fax - (916) 376-5218 | | | | |
| <u>Lydia.Hui@dgs.ca.gov</u> | Eugene.Louie@dgs.ca.gov | | | | |

| DEPARTMENT OF GENERAL SERVICES-Budget & Planning Section | | | | |
|--|---|--|--|--|
| OFS CONTRACT ADMINISTRATOR | OFS BUDGET CONTACT | | | |
| Jacqueline Campion | Brandon Chow | | | |
| OFS – Chief Budget Officer | OFS – Staff Services Manager I | | | |
| Budget and Planning Section | Budget and Planning Section | | | |
| 707 3 rd Street, 9 th Floor | 707 3 rd Street, 9 th Floor | | | |
| West Sacramento, CA 95605 | West Sacramento, CA 95605 | | | |
| Phone – (916) 376-5133 | Phone – (916) 376-5146 | | | |
| Fax – (916) 376-5151 | Fax – (916) 376-5151 | | | |
| <u>Jacqueline.Campion@dgs.ca.gov</u> | Brandon.Chow@dgs.ca.gov | | | |
| | | | | |

4. CANCELLATION PROVISION

This Agreement may be cancelled at any time by either party, in writing, within thirty (30) days advance notice. If cancelled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made by CRC upon receipt of an invoice covering all costs incurred which was previously authorized prior to notice of cancellation or termination.

5. DETAIL OF BUDGETING SERVICES – DGS' BUDGET & PLANNING SECTION (B&PS)

The specific services provided by DGS-OFS/B&PS are for budgeting services as described below. DGS-OFS/B&PS agrees to provide documentation for review by the client agency for the Budget Building Services listed below. The client agency agrees to provide timely submittal of any supplemental information or supporting documentation necessary to perform the services listed below.

NOTE: This budgeting service does not include writing Budget Change Proposal (BCP) narratives; conducting the annual Out of State Travel drill; providing or tracking Legislative Budget Subcommittee Hearing testimony; Legislative bill analysis; Regulations review.

- 1. June to July Payroll Drill.
- 2. Rollover Validation Drill.
- 3. Past Year Actuals.
- **4.** DF 303, 304, 117.
- 5. Schedule 8 Reconciliation.
- **6.** Salaries and Wages (7A).
- 7. Retirement (CS 3.6).
- **8.** Employee Comp (Item 9800).
- 9. Revenue, Transfers and Loans (RTL).
- 10. Galley Preparation/Review.
- 11. BCP Uploads/BBAs.
- 12. Budget Revisions/Section Letters.
- **13.** Supplemental Schedules (DF 300, 301).
- 14. Schedule 9 Equipment (DF 302).
- 15. DOF Miscellaneous Budget Drills.
- 16. Fiscal Health Reports (as financial information becomes available, beginning in October of each fiscal year through April of each fiscal year; such Reports shall include financial information regarding availability of funding for payments to CFS for services rendered under this Agreement).
- 17. Fund Condition Statement Preparation.

6. <u>DETAIL OF SERVICES - DGS' CONTRACTED FISCAL SERVICES (CFS)</u>

The specific details of accounting services provided by DGS - CFS through this Agreement are as described below:

A. CONTRACTS

- 1. Review and certify the availability of funding (if applicable), including payments to CFS for services rendered under this Agreement.
- 2. Submit documents for Department of Finance (DOF) or DGS review or approval (if applicable).
- **3.** Distribute contracts to appropriate parties (if applicable).

B. PURCHASE ORDERS

1. Review chart fields and provide secondary approval within three (3) working days.

C. ACCOUNTS PAYABLE

- 1. Audit supplier invoices, P-Cards (aka Cal-Cards) and travel expense claims (if applicable).
- 2. Review invoices and provide feedback to client agency for invoices lacking proper documentation or in error within three-five (3-5) working days.
- **3.** Create and approve payment vouchers.
- **4.** Create journal vouchers to reclassify Direct Transfer (DT) expenditures.
- **5.** Analyze CalATERS voucher build errors and correct errors (if applicable).
- **6.** Monitor canceled and/or denied vouchers and notify client agency.
- **7.** Receive Payee Data Record (STD. 204), search and enter request for new supplier or update supplier data.
- **8.** Review and verify Reportable Payments (1099) tax information and coordinate with client agency to make adjustments as necessary to correct 1099 report.
- **9.** Prepare late payment penalty reports (if applicable).
- **10.** Maintain and keep a copy of Document Approvals and Security Authorizations Forms (DGS-1).
- 11. Maintain and keep a copy of the Claim Schedule Authorization Signature Card.

D. OFFICE REVOLVING FUND

- 1. Review, process, and issue Office Revolving Fund (ORF) checks.
- 2. Maintain outstanding Office Revolving Fund checks and create void/stop payments (if applicable).
- 3. Create replenishment vouchers to reimburse the ORF.
- 4. Perform revolving fund check reconciliation.

E. <u>LABOR/PAYROLL</u>

- 1. Prepare salary advance checks.
- **2.** Pick up and distribute monthly supplemental/master payroll checks (warrants) at State Controller's Office (SCO) (if applicable).
- 3. Run labor distribution process and clear labor errors.
- 4. Record Payroll Expenditures.
- 5. Perform labor reconciliation.

F. BILLING (INVOICING)/ACCOUNTS RECEIVABLE (A/R)

- 1. Establish the customer accounts.
- 2. Record Payroll A/Rs or monitor Payroll A/Rs in FI\$Cal after SCO implementation.
- **3.** Create and approve A/Rs in FI\$Cal and send out billings (if applicable).
- 4. Assist in the write-off process of all receivables.

G. RECEIPTS (CASHIERING)

- 1. Receive invoice payments and input receipts.
- 2. Enter deposits and process payments (if applicable).
- 3. Prepare/create remittance to the State Treasurer Office (STO).
- 4. Perform bank reconciliation.
- **5.** Follow-up on dishonored checks and coordinate with client agency.
- **6.** Process overpayment refund checks.
- 7. Input Federal drawdown (if applicable).

H. ASSET MANAGEMENT

- 1. Process Asset Depreciation (part of month-end closing process).
- 2. Process Asset Month-End and post to General Ledger.

I. **GENERAL LEDGER**

- 1. Create and approve journal entries.
- 2. Process adjustment/correction requests.
- 3. Reconcile various accounts with SCO records.
- **4.** Reconcile Subsidiary records.
- 5. Monitor cash balance.
- 6. Prepare Plan of Financial Adjustments (if applicable).
- **7.** Prepare month-end close and provide monthly reports to client agency, including expenditure and financial status reports.
- **8.** Assist and coordinate the preparation of AUD 10a to DOF and SCO to establish new Federal Fund or Special Deposit Fund (if applicable).
- **9.** Prepare Bond Expenditure/Encumbrance quarterly reports (if applicable).
- 10. Prepare Federal Fund quarterly reports (if applicable).
- **11.** Prepare accruals and contingent liabilities (if applicable) for year-end reports with client agency.
- 12. Prepare annual financial statements, including reports that are required by SCO and STO.
- 13. Prepare Detailed Fund Balance Report.
- 14. Prepare Generally Accepted Accounting Principles (GAAP) report (if applicable).
- **15.** Prepare Account Receivable Workbook in compliance with SCO requirements (if applicable).
- **16.** Prepare Management Representation Letter.
- **17.** Contact and coordinate with SCO, STO, and Auditor (if applicable) to resolve accounting transaction and related issues.
- **18.** Archive accounting records in accordance with client agency's record retention schedule.
- **19.** Coordinate with appropriate CFS staff to conduct meetings upon client agency's request or on as needed basis.

J. FI\$CAL SYSTEMS

- 1. Maintain Chart of Accounts in FI\$Cal system.
- 2. Maintain and update accounting tables to reflect changes.

- 3. Perform Year-End Close (YEC) and Year-End Open (YEO) processes.
- **4.** Contact and coordinate with the FI\$Cal Service Center (FSC) to resolve accounting related system issues.

7. DETAIL OF RESPONSIBILITIES - CFS CLIENT AGENCY

The specific detail of responsibilities of the CFS client agency through this Agreement are as described below:

A. PURCHASE ORDER (POS)

1. Create/input purchase order (POs) in FI\$Cal with the proper and complete coding. This includes the minimum chart fields of fund, program, budget act reference, account, enactment year, but also project, subtask, and/or reporting structure (if applicable).

B. <u>SUPPLIER MAINTENANCE</u>

- 1. Obtain Payee Data Record (STD. 204) from supplier, contractor or non-employee if required and submit timely to CFS to add/update Supplier ID in FI\$Cal.
- 2. Coordinate timely with CFS to add Supplier ID in FI\$Cal for any additional or new users of CalATERS.

C. SUPPLIER INVOICE

- 1. Submit timely and properly completed invoices with required supporting documentation.
- 2. Respond timely to inquiries from CFS regarding issues such as purchase order coding issues or missing supporting documents for invoices.

D. LABOR/PAYROLL AND COST ALLOCATION SETUP

- 1. Notify CFS for any changes in reporting units for employees that will affect payroll.
- 2. Review new fiscal year budget to ensure that allocations and distribution amounts or percentages are aligned with the approved agency budget.
- **3.** Provide CFS any changes on cost allocation or program/reporting structure by May to prepare for the new fiscal year.

E. BILLING (INVOICING)/ACCOUNTS RECEIVABLE (A/R)

- 1. Monitor and collect on A/R Billings and payroll accounts receivables including notifications and collection letters (if applicable).
- 2. Monitor and collect on outstanding salary and travel advances.
- 3. Provide all SCO Notice of Employee Accounts Receivables (i.e., half sheets) to CFS.

F. PROPER ROLE ACCESS AND TRAINING

- 1. Obtain the proper reporting role from FI\$Cal to be able to view and generate monthly fiscal reports.
- 2. Complete any FI\$Cal training on how to use FI\$Cal monthly reports.
- 3. Complete all FI\$Cal training in the Purchase Order (PO) and Asset Management (AM) modules.

- **4.** If applicable, complete all FI\$Cal training in Project Costing, Customer Contracts, and Grants modules.
- **5.** Complete all FI\$Cal training to properly utilize the PO module and AM modules for purchases that require capitalization (if applicable).

G. MONTH-END AND YEAR-END PROCESSING

- 1. Monitor and review agency appropriations and account balances including reimbursements to ensure that there are sufficient balances to meet all expenses and obligations, including payments to CFS for services rendered under this Agreement.
- 2. Review agency accounting records for accuracy.
- **3.** Review any obligations or invoices to be charged against reverting appropriations.
- **4.** Review encumbrances (POs) and close/liquidate POs early or within CFS' year-end deadlines and / or within mutually agreed upon deadlines.
- **5.** Provide to CFS adjustments to agency accounts and agency year-end accrual information early or within CFS' year-end deadlines and / or within mutually agreed upon deadlines.

8. FI\$CAL DIVISION OF ROLE ASSIGNMENTS (DOR)

The DOR is to be established to clearly define the access roles that are distinct between client agencies and the Department of General Services - Contracted Fiscal Services (CFS) and Budget and Planning Section (B&PS). The DOR ensures data integrity and that separation of duties are adhered to according to assigned FI\$Cal system roles. If an existing DOR has been established, it shall remain in effect unless changes are needed and requested by either the client agency or Department of General Services - Contracted Fiscal Services (CFS) and Budget and Planning Section (B&PS). A new DOR then will be prepared to reflect changes and signed by the client agency and Department of General Services - Contracted Fiscal Services (CFS) and Budget and Planning Section (B&PS).

9. RESOLUTION OF CONTRACT DISPUTES

A. In the event of a dispute, the parties will attempt resolution with the Project Representatives identified herein, with a written explanation of the situation. If no resolution is found, CRC will file of "Notice of Dispute" with DGS within ten (10) days of the failed resolution at the following address:

Attn: Deputy Director, Administration Division Department of General Services 707 Third Street, 8th Floor Sacramento, CA 95605

The Deputy Director, Administration Division, or designee shall meet with CRC for purposes of resolving the dispute. The decision of the Deputy Director, Administration Division, or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

B. Neither the pendency of a dispute nor its consideration by the Deputy Director, Administration Division, will excuse the parties from full and timely performance in accordance with the terms of the agreement.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. **BUDGET DETAIL**

For FY 2020/21, the DGS-CFS is authorized to expend up to \$10,000.00 to perform the accounting and budgeting services described in Exhibit A. CRC will be billed in equal amounts via direct transfers of \$2,500.00 per quarter.

2. INVOICING AND PAYMENT

- **A.** CRC's use of services provided by DGS constitutes an obligation. CRC agrees to compensate DGS for actual expenditures incurred and will authorize the payments to be made by direct transfer (DT).
- **B.** CRC will provide DGS with the appropriate customer account number to process the DT. DGS will charge in arrears for above stated service periods using the DT process. The charges will be reflected on DT invoices and such invoices shall be submitted to CRC for review.
- **C.** Upon receipt of a confirming invoice that provides DT detail, DGS will be notified within seven (7) working days of any dispute related to the transfer. CRC will inform DGS in writing of the reason for the dispute and the requested action. In turn, DGS shall respond in writing to CRC's written request for action within seven (7) working days.
- **D.** Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- **E.** Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

3. NON-PAYMENT CLAUSES

- A. Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transaction Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. The option shall be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date; (2) non-payment provisions are included in the interagency agreement between the departments; (3) the invoice has not been disputed; and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.
- **B.** Consistent with Department of Finance Budget Letter No. 10-10, the department receiving the services (or debtor department) shall provide the appropriation to charge if payment is not made timely. The appropriation data must include: fund number, organization code, fiscal year, reference, and category or program. If applicable, also include element, component, and task. It is the responsibility of the department providing the services to ensure that no disputes exist prior to submitting a TR to the SCO.

4. BUDGET CONTINGENCY CLAUSES

- **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, the State shall have no liability to pay any funds to Contractor beyond the costs incurred for services already rendered, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- **B.** If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

5. RATE ADJUSTMENTS

Upon mutual agreement of the parties hereto, contracted rates may be adjusted and this Agreement amended to reflect a rate change.