

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-----------------------------------|---------------------------------------------|
| AGREEMENT NUMBER 20-CRC-IA 001 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-----------------------------------|---------------------------------------------|

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

CONTRACTING AGENCY NAME

Citizens Redistricting Commission

CONTRACTOR NAME

Department of General Services - Office of Human Resources

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$3,510.00 - Three Thousand Five Hundred Ten Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-------------|--------------------------------------|---------|
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| 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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Department of General Services - Office of Human Resources

CONTRACTOR BUSINESS ADDRESS

707 3rd Street, 7th Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

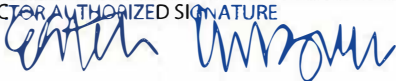
PRINTED NAME OF PERSON SIGNING

Estela Gonzales

TITLE

Chief, OHR

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

07/27/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Citizens Redistricting Commission

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM § 4.04.5A

**EXHIBIT A
 SCOPE OF WORK**

The Department of General Services (DGS) will provide ongoing as-needed human resources services to the Citizens Redistricting Commission (CRC) as described herein. DGS provides advice on a wide range of human resources management issues, including personnel policy interpretation and development, labor relations, classification and pay (both civil service and exempt) and many other aspects of personnel management.

1. AGREEMENT TERM

The term of this Agreement is effective July 1, 2020 through June 30, 2021.

2. PROJECT REPRESENTATIVES

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

| CITIZENS REDISTRICTING COMMISSION | |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACT ADMINISTRATOR | FISCAL OFFICE CONTACT |
| | Lewis Chu Contracted Fiscal Services 707 Third Street, 6 th Floor West Sacramento, CA 95605 Phone – (916) 375-5859 Lewis.Chu@dgs.ca.gov |

| DEPARTMENT OF GENERAL SERVICES | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACT ADMINISTRATOR | FISCAL OFFICE CONTACT |
| Estela Gonzales, Chief Office of Human Resources 707 Third Street, Suite 7-130 West Sacramento, CA 95605 Phone – (916) 376-5411 Estela.Gonzales@dgs.ca.gov | Lewis Chu Contracted Fiscal Services 707 Third Street, 6 th Floor West Sacramento, CA 95605 Phone – (916) 375-5859 Lewis.Chu@dgs.ca.gov |

B. Contract representatives may be changed by written notice to the other party.

3. CANCELLATION PROVISION

This Agreement may be cancelled at any time by either party, in writing, with 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 the CRC upon receipt of an invoice covering all costs incurred which were previously authorized prior to notice of cancellation or termination.

4. DETAIL OF SERVICES

The specific services provided through this Agreement are analytical and consultative as described below.

A. CLASSIFICATION AND PAY

- a) Interpret policy, classification and pay (both civil service and exempt) and advise on a wide range of personnel management issues.
- b) Act as liaison with control agencies (i.e., California Department of Human Resources [CalHR], State Controller's Office [SCO], and Department of Finance [DOF]) on matters pertaining to personnel management.
- c) Assist with workforce planning, succession planning and upward mobility.
- d) Review and provide advice on staff organization and allocations.
- e) Review and provide advice on organization structure, allocation guidelines, layoff process and various recruitment options.
- f) Process documentation to establish, reclassify and abolish budgeted positions; and establish, increase or decrease temporary help/overtime funds.
- g) Review and make decisions on requests to fill vacancies; and reclassify or transfer positions.
- h) Develop and propose new classifications or revision to existing classifications.
- i) Maintain records on position history.

B. LABOR RELATIONS

- a) Provide contract interpretation and consultation with Union representatives.
- b) Process grievance and Unfair Labor Practice responses.
- c) Conduct meet/discuss and meet/confer sessions.
- d) Assist with development of proposed language and representation during collective bargaining.

C. SELECTION/EXAMINATIONS

- a) Plan and process online examinations (cost is included only if client participates in the initial planning stages with DGS and State Personnel Board (SPB); and if not, additional costs are incurred directly to the client by SPB).
- b) Prepare examination bulletins.
- c) Review applications.
- d) Collaborate with departmental consultants on examination development and administration.

D. CONSTRUCTIVE INTERVENTION

- a) Provide advice on appropriate action related to medical cases, adverse actions, workplace violence, leave of absence requests and employee issues in general.
- b) Consult on disciplinary issues that may lead to adverse actions (writing actions and representing the agency for adverse action appeals before the State Personnel Board must be performed by the agency or contracted out by the agency to the Attorney General's Office or the CalHR Legal Services Office).
- c) Consult and assist in the processing of Absent Without Leave letters.

E. TRANSACTIONS

- a) Process appointments, promotions, transfers and other changes affecting employee status.
- b) Audit the Monthly Retroactivity Report from the SCO.
- c) Respond to employment verification requests.
- d) Provide payroll related services such as:
 - i. Post, reconcile and audit attendance records to assure proper payment to all employees.
 - ii. Request and process intermittent employee and overtime pay.
 - iii. Determine proper salary rates upon employee's appointment, promotion, range change or transfer.
 - iv. Process garnishments.
- e) Process employee benefits such as:
 - i. Provide information on (and enroll employees in) health, vision and dental plans.
 - ii. Maintain and verify vacation and sick leave balances for all employees.
 - iii. Process disability leave, workers' compensation and retirement claims.
 - iv. Verify employment information relevant to employment claims filed by former employees with the Employment Development Department.
- f) Provide California Leave Accounting System (CLAS) related services as a client entity covered in the DGS contract with SCO.

F. RETURN TO WORK

- a) Provide liaison services between State Compensation Insurance Fund and Board/Commission regarding worker's compensation claims.
- b) Provide advice with regard to worker's compensation, Family Medical Leave Act (FMLA), and Reasonable Accommodations.
- c) Handle requests with regard to reasonable accommodation matters.
- d) Provide appropriate forms for FMLA requests.
- e) Provide training for reasonable accommodation, worker's compensation and FMLA.

**EXHIBIT B
 BUDGET DETAIL AND PAYMENT PROVISIONS**

1. BUDGET DETAIL

For FY 2020/21, the DGS is authorized to expend up to \$3,510 as represented below:

| Direct Transfer Payment Periods | | |
|----------------------------------------|-------------------------------------------|-------------------|
| Quarter | Service Period | Amount |
| 1 | July 1, 2020 through September 30, 2020 | \$877.50 |
| 2 | October 1, 2020 through December 31, 2020 | \$877.50 |
| 3 | January 1, 2021 through March 31, 2021 | \$877.50 |
| 4 | April 1, 2021 through June 30, 2021 | \$877.50 |
| TOTAL | | \$3,510.00 |

2. INVOICING AND PAYMENT

- A. The CRC's use of services provided by DGS constitutes an obligation. The CRC agrees to compensate DGS for actual expenditures incurred and will authorize the payments to be made by direct transfer (DT).
- B. The CRC will provide DGS with the appropriate customer account number to process the DT. The 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 the CRC for review.
- C. Upon receipt of a confirming invoice that provides DT detail, the DGS will be notified within seven (7) working days of any dispute related to the transfer. The CRC will inform DGS in writing of the reason for the dispute and the requested action. In turn, the DGS shall respond in writing to CRC's written request for action within seven (7) working days.

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

5. RATED ADJUSTMENTS

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