

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
CR 20-CRC-003

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 (Commission)

CONTRACTOR NAME

Class Act Alliance, Inc.

2. The term of this Agreement is:

START DATE

September 8, 2020 or upon Commission Approval, whichever is later

THROUGH END DATE

September 7, 2021

3. The maximum amount of this Agreement is:

\$23,780.00

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B, Attachment 1	Cost Sheet	
+ - Exhibit C*	General Terms and Conditions	
+ - Exhibit D*	Insurance Provisions	

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.)

Class Act Alliance, Inc.

CONTRACTOR BUSINESS ADDRESS

5050 Laguna Blvd. Ste. 112-322

CITY

Elk Grove

STATE

CA

ZIP

95758

PRINTED NAME OF PERSON SIGNING

Blair Sherwood

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

August 28, 2020

**EXHIBIT A**

**SCOPE OF WORK**

The California Citizens Redistricting Commission (Commission) was established by the Voters FIRST Act, approved by voters November 2008, amending California Constitution Article XXI and establishing the Commission as the primary entity for drawing the state and congressional electoral lines. The Commission is seeking a Contractor to provide American Sign Language Interpreter Services for public meetings of the Commission.

**1. AGREEMENT SUMMARY**

- A. Class Act Alliance, Inc. (Contractor) holds and will meet all of the requirements of the California Master Services Agreement No. 5169907-02 with the Commission to provide American Sign Language Interpreter Services.
- B. The Contractor shall provide American Sign Language (ASL) interpreters to interpret spoken English to American Sign Language during the Commission's public meetings. Services may not be performed without a work order from the Commission.
- C. ASL services provided under this Agreement shall include Category 1, Non-legal, In-Person ASL Interpreting services. Contractor will also provide remote Non-legal ASL Interpreting services via video live stream, if required to conform to state or federal public meeting requirements related to the pandemic.
- D. Prior to rendering services under each work order, the State's Project Coordinator will email a detailed statement of the services requested to the Contractor.
- E. It is anticipated that the Commission will conduct approximately 40 meetings that require interpreting services during the term of this agreement.
- F. The Commission reserves the right to extend the contract term for the one (1) additional one-year term at the rates specified in Exhibit B, Attachment 1.

**2. PROJECT REPRESENTATIVES**

- A. The Contract Administrators during the term of this Agreement will be:

<b>Citizens Redistricting Commission Contract Administrator</b>	<b>Class Act Alliance, Inc. Contract Administrator</b>
Citizens Redistricting Commission 721 Capitol Mall, Suite 260 Sacramento, CA 95814 Phone: Fax: Email:	Blair A. Sherwood Class Act Alliance, Inc. P.O. Box 1408 Roseville, CA 95678 Phone: (916) 759-4594 Email: classactinterpreting@ymail.com

- B. Any change in the Contractor's Contract Administrator must be immediately reported in writing to Commission's Contract Administrator.

### **3. WORK DETAILS**

A. Project Deliverables and Coordination Requirements

- 1) Contractor shall provide ASL Interpreters who hold at least one or more current certifications:
  - a) National Interpreting Certification (NC) Advanced or Master
  - b) National Association of the Deaf (NAD) III, IV, or V
  - c) Registry of Interpreters of the Deaf (RID) Comprehensive Skills Certificate (CSC)
  - d) RID Certificate of Interpretation (CI) and Certificate of Transliteration (CT):  
Both required
  - e) RID Certified Deaf Interpreter (CDI)

B. Acceptable Criteria

- 1) It shall be the Commission's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. There must be a signed acceptance document for each deliverable before invoices can be processed for payment.
- 2) If a deliverable is not accepted, the Commission shall provide the rationale in writing within 30 days of receipt of the deliverable.

### **4. PERFORMANCE DETAILS**

- A. All provisions, including General Terms and Conditions, Special Terms and Conditions and Budget Detail and Payment Provisions, of MSA 5169907-02 are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

[https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_PG&Action=U&SETID=STATE&CNTRCT\\_ID=5169907-02](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5169907-02)

- B. Travel Mileage, parking and subsistence costs MUST HAVE PRIOR APPROVAL by the Commission or its representative pursuant to current State per diem rules. These expenses must follow the guidelines listed below:

- 1) Mileage up to the current State rate may be paid if over 50 one way miles are traveled from the Reporter's residence, and if agreed to by the Commission prior to travel date and time.
- 2) Parking fees, only if accompanied by a receipt, will be paid if agreed to by the Commission prior to travel date and time.
- 3) Lodging and meal costs up to the current State (only if accompanied by a receipt) will be paid if agreed to by the Commission prior to travel date and time.
- 4) All of the above noted costs will be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel.

- 5) Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Relations rules. California Department of Human Relations rates for reimbursement can be found at:  
<http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.

C. Order Initiation

- 1) Commission shall, when possible, provide four (4) calendar days (96 hours) advance notice to the Contractor when requesting services. There may be occasions when the Commission requires services within three (3) calendar days (72 hours) advance notice, or less in special circumstances. The Contractor shall make every effort to supply the services requested under these circumstances.
- 2) Commission will provide Contractor the following information when ordering services:
  - a) Date of the meeting
  - b) Start and anticipated end time of the meeting
  - c) Location
  - d) Number of meeting participants (if known)
  - e) Public notice, and any written material received from speakers (as applicable).
  - f) Location set-up and/or equipment requirements if real-time videoconferencing services are required.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered in accordance with Exhibit A, Scope of Work, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor at the rates identified herein.
- B. The Contractor shall arrange for any Commission approved travel required under this Agreement, the State shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor, in providing the in-person services that are the subject of this Agreement. Reimbursement shall be made in accordance with the Travel Reimbursement guidelines as follows:
  - (i) Airfare: commercial carrier coach fare rate, if supported by a receipt.
  - (ii) Other transportation: actual, reasonable expense, if supported by a receipt.
  - (iii) Other expenses: actual expenses, not to exceed maximum state employee per diem rates, to be claimed and computed in accordance with the Travel Reimbursement guidelines published by the Department of Human Resources in effect for excluded employees when the expenses are incurred, if supported by a receipt.
  - (iv) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and living expenses.
- C. No minimum amount of work is guaranteed under this Agreement

**2. PAYMENTS**

- A. Contractor shall submit invoices on a monthly basis by the tenth (10<sup>th</sup>) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for previously authorized travel expenses. Charges for travel submitted without receipt or approved documentation may not be paid.
- B. Each invoice submitted by the Contractor shall include the following:
  - (i) The contract number as it appears on this Agreement.
  - (ii) The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
  - (iii) An invoice number and invoice date.
  - (iv) A separate line item for each day. Include the date, contract employee name and title, program name, hours, and rate.
  - (v) The signature of the Contractor or the Contractor's representative.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate in arrears to:

Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

ATTN: ACCOUNTING

**3. Budget Contingency Clause**

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal 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 the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, 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.

**4. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**5. CONTRACTOR OVERPAYMENTS**

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

**EXHIBIT B; ATTACHMENT 1**

**COST SHEET**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Description</b>	<b>Unit Price</b>	<b>State's Estimate</b>	<b>Extended Total</b>
Meetings Weekday Appearance fee (10 Hour Day) M-F 8am-5pm	\$58 per hour	20 meetings	\$11,600.00
Meetings Weekend Appearance fee (10 Hour Day) Sat-Sun, Holiday, Emergency, After 5pm	\$60.90 per hour	20 meetings	\$12,180.00
<b>Total</b>			\$23,780.00

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:**

**<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>**

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**EXHIBIT D**

**INSURANCE PROVISIONS**

PLEASE NOTE: This page will not be included with the final contract. Special Terms and Conditions of MSA 5169907 02 are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

[https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_PG&Action=U&SETID=STATE&CNTRCT\\_ID=5169907-02](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5169907-02)

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK