AGREEMENT SUMMARY

STD 215 (Rev. 4/2002)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER	AMENDMENT NUMBER
3162619	

1. CONTRACTOR'S NAME: Public Employment Relations Board
2. FEDERAL I.D. NUMBER:
3. AGENCY TRANSMITTING AGREEMENT: Department of General Services
4. DIVISION, BUREAU, OR OTHER UNIT: Office of Human Resources
5. AGENCY BILLING CODE: 30155
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Somer Ratanamany (916) 376-5379
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☐ NO ☒ YES (*If YES, enter prior contractor name and Agreement Number)*: Department of Industrial Relations # 3154705
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES: Contractor will provide Mediation, Training and Facilitation Services to Department of General Services' employees.
9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

Per Finance Letter dated March 30, 2012, General Government, it is proposed that the State Mediation and Conciliation Services Program be transferred from Department of Industrial Relations and absorbed by Public Employment Relations Board.

Public Employment Relations Board shall provide Department of General Services with Conflict Resolution for the Workplace (CRW) mediation services and Training and Facilitation services for their employees upon request and on an as-needed, fee for service basis.

10. PAYMENT TERMS *(More than one may apply.)*

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☐ PROGRESS PAYMENT

☒ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED

☐ REIMBURSEMENT/REVENUE $ _____ or _____ %

☐ OTHER *(Explain)* _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
SRF/0666	1760-701-0666	12/13	21	2012	$ 10,000.00
					$
					$

OBJECT CODE 82901-221001

AGREEMENT TOTAL $ 10,000.00

OPTIONAL USE INTERDEPARTMENTAL CONTRACT

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 10,000.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $

ACCOUNTING OFFICER'S SIGNATURE: [signature] DATE SIGNED: 7/31/12

TOTAL AMOUNT ENCUMBERED TO DATE $ 10,000.00

12. AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/12	6/30/13	$ 10,000.00	EXEMPT
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 10,000.00	

(Continue)

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT

(Attach justification if secondary method is used)

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)* ☒ EXEMPT FROM BIDDING *(Give authority for exempt status)* ☐ OTHER *(Explain)* Interagency Agreement (PCC § 10340)

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

I/A WITH GOVERNMENT AGENCY

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☒ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?
☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?	22. REQUIRED RESOLUTIONS ARE ATTACHED
A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☒ N/A B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☒ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

I/A with Government Agency

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? ☒ NO ☐ YES *(Indicate Industry Group)*	SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☒ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
✍	7/31/12

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

AGREEMENT NUMBER
DGS# 3162619/PERB# 126013CT
REGISTRATION NUMBER
EP 1237912

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

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
Public Employment Relations Board

2. The term of this Agreement is: 07/01/2012 (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.) through 06/30/2013

3. The maximum amount of this Agreement is: **$ 10,000.00** Ten Thousand and 00/100 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.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
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.ols.dgs.ca.gov/Standard+Language

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.)*
Public Employment Relations Board

BY *(Authorized Signature)* Eileen Potter — DATE SIGNED *(Do not type)* 7/17/12

PRINTED NAME AND TITLE OF PERSON SIGNING
Eileen Potter, Chief Administrative Officer

ADDRESS
1031 18th Street, Sacramento, CA. 95811

STATE OF CALIFORNIA

AGENCY NAME
Department of General Services

BY *(Authorized Signature)* John Hamilton — DATE SIGNED *(Do not type)* 7/31/12

PRINTED NAME AND TITLE OF PERSON SIGNING
Terri Hamilton, Chief of Human Resources

ADDRESS
P.O. Box 989052, West Sacramento, CA 95798-9052

California Department of General Services Use Only

☒ Exempt per: SCM 4.04 Monetary Value

EXHIBIT A
SCOPE OF WORK

The Public Employment Relations Board (PERB) agrees to provide the Department of General Services (DGS) the following services upon request and on an as-needed basis:

1. The PERB shall provide the DGS with Conflict Resolution for the Workplace (CRW) mediation services for their employees as described herein.

   - Workplace dispute mediation with affected DGS employees
   - Conduct group mediation with disputant, employees and/or their supervisors/managers
   - Facilitate the creation of a written action plan at the end of any mediation session. (A written agreement is voluntary and mutually agreed upon by participants. If an agreement is created, the participants keep the agreement. Copies of this agreement will only be provided to the DGS Office of Human Resources and/or supervisors/managers if all participants agree.)
   - Mediations conducted pursuant to the CRW program shall be subject to mediation confidentiality as provided in California Evidence Code Sections 703.5 and 1115 et. seq.

2. The PERB shall provide the DGS with Training and Facilitation services for their employees as described herein.

   - Individual coaching designed to generate strategies, options and techniques for interacting effectively in conflict situations
   - Provide information ranging from basic conflict management techniques to mediation information sessions tailored for DGS employees
   - Workshops addressing conflict management and related topics conducted by CRW Mediation Services staff

3. The CRW and Training and Facilitation services shall be performed at an agreed upon DGS office, PERB office or other neutral location convenient for mediators and participants.

4. The DGS Project Representative shall contact the PERB to arrange either CRW mediation or Training and Facilitation sessions when needed.

5. For CRW services, the PERB shall schedule a meeting within a two-to-three week period after being contacted by the DGS Project Representative.

6. There are no minimum or maximum hours required per session.

7. The services shall be provided during normal State business hours.

8. The services will be provided on an hourly rate basis in accordance with rates identified in Exhibit B, Item #3.

9. The project representatives during the term of this agreement are:

State Agency: Department of General Services	Contractor: Public Employment Relations Board
Name (*Primary*): Murray Hubiak	Name: Annie Song-Hill
Phone: (916) 376-5472	Phone: (510) 873-6465
Name (*Back-up*): Connie Gon	Fax: (510) 873-6475
Phone: (916) 376-5376	
Fax: (916) 376-5390	

Direct all contract inquiries to:

State Agency: Department of General Services	Contractor: Public Employment Relations Board
Section/Unit: Office of Human Resources	Section/Unit: Administrative Services
Attention: Somer Ratanamany	Attention: Della Braaten
Address: P.O. Box 989052 West Sacramento, CA 95798-9052	Address: 1031 18th Street Sacramento, CA 95811
Phone: (916) 376-5379	Phone: (916) 322-3088
Fax: (916) 376-5388	Fax: (916) 327-7955

10. TERMINATION: This Agreement may be canceled by either party upon written notification.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing**

   A. For services satisfactorily rendered and upon receipt and approval of the invoices, the Department of General Services (DGS) agrees to compensate the Public Employment Relations Board (PERB) for actual expenditures incurred.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

   Department of General Services
   Office of Human Resources
   Attn: Leslie Glidden
   Agreement Number 3162619
   P.O. Box 989052, MS 402
   West Sacramento, CA 95798-9052

2. **Budget Contingency Clause**

   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 DGS shall have no liability to pay any funds whatsoever to DIR or to furnish any other considerations under this Agreement and DIR 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 DGS shall have the option to either cancel this Agreement with no liability occurring to the DGS, or offer an agreement amendment to DIR to reflect the reduced amount.

3. **Payment**

   A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

   B. 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.

   C. The maximum amount payable to the DIR under this Agreement is $10,000.00. The cost for all services, as specified within the scope, is at a rate of $115.00 per hour. There is no additional expense associated with the service.

Per Department of General Services (DGS) Memo dated February 18, 2010 and effective February 11, 2010, this document serves as the DGS Office of Human Resources (OHR) fund expenditure certification.

OHR Document Number: 3162619
Contractor: Public Employment Relations Board

"I certify that this purchase is vital and mission critical for this agency or department."

Terri Hamilton, Chief
Office of Human Resources

7/31/12
Date