

**AGREEMENT SUMMARY**

STD 215 (Rev. 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

3162619

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

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  
Sommer 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) \_\_\_\_\_

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

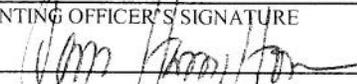
AGREEMENT TOTAL \$ 10,000.00

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  DATE SIGNED 7/31/12

TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,000.00

AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
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)

**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  EXEMPT FROM BIDDING  OTHER *(Explain)*  
*(Attach STD. 821)* *(Give authority for exempt status)* 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?

NO  YES  N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

NO  YES  N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

NO  YES  NONE  N/A  
ON FILE

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES  NO  YES  N/A
- B. STD. 204, VENDOR DATA RECORD  NO  YES  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

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)*

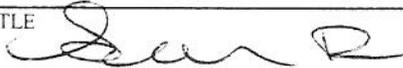
SMALL BUSINESS REFERENCE NUMBER

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

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

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 through 06/30/2013 (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.)

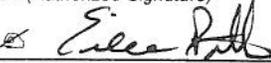
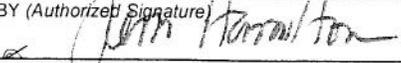
3. The maximum amount of this Agreement is: **\$ 10,000.00**  
 Ten Thousand and 00/100 Dollars.

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](http://www.ols.dgs.ca.gov/Standard+Language)

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Public Employment Relations Board		
BY (Authorized Signature) 	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) 	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		

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