

**STANDARD AGREEMENT**

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

**M7104472**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Employment Development Department

CONTRACTOR'S NAME

Monterey County IT

2. The term of this Agreement is: July 1, 2016 through June 30, 2017, or upon final approval.

3. The maximum amount of this Agreement is: \$8,220.00  
Eight Thousand Two Hundred Twenty Dollars and No 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.

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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](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

**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.)

Monterey County WDB

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathryn Wells, Finance Manager

ADDRESS

1590 Moffett Street, Salinas, CA 93905

**STATE OF CALIFORNIA**

AGENCY NAME

Employment Development Department

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Xochitl Montano, Manager, Contract Services Group

ADDRESS

722 Capitol Mall, MIC 62-C, Sacramento, CA 95814

**California Department of General  
Services Use Only**

 Exempt per:

DGS Exemption Letter No. 54.4

**EXHIBIT A**  
*(Standard Agreement)*

**SCOPE OF WORK**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Monterey County IT, hereinafter referred to as the Contractor, for providing telecommunications services and lease equipment for EDD staff.
2. The services shall be provided for the America's Job Center located at 730 La Guardia Street, Salinas, CA 93905.
3. The project representatives during the term of this Agreement will be:

<u>State Agency:</u> Employment Development Department Name: Yuko Duckworth Location: 730 La Guardia Street Salinas, CA 93905 Phone: (831) 796-3632 Fax: (831) 796-3650 Email: <a href="mailto:Yuko.Duckworth@edd.ca.gov">Yuko.Duckworth@edd.ca.gov</a>	<u>Contractor:</u> Monterey County IT Name: Kathryn Wells Location: 1590 Moffett Street Salinas, CA 93905 Phone: (831) 796-1490 Fax: (831) 796-6910 Email: <a href="mailto:wellska@co.monterey.ca.us">wellska@co.monterey.ca.us</a>
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4. A detailed description of work to be performed and duties of all parties are in the *Specifications, Attachment A-1*, which is attached hereto and made a part of this Agreement.

**ATTACHMENT A-1**

*(Standard Agreement)*

**SPECIFICATIONS**

1. The Employment Development Department (EDD) agrees to utilize the partner's telephone services at the Monterey County America's Job Center of California located at 730 La Guardia Street, Salinas, CA. The EDD is collocated at this site under the Workforce Investment Act mandate.
2. The partner agrees to provide EDD staff with proprietary telephone system instruments. Telephone services shall include, instrument, installation, cross connects, dial tone access, long distance access, programming, voicemail, maintenance, and shared incoming trunk cost.
3. The partner agrees to coordinate the specific line appearance and ring programming of the EDD staff telephone instruments with the EDD Data Processing Vendor Management Unit Analyst and the local office manager. The EDD staff instruments shall restrict 900, 976, 3<sup>rd</sup> party, caller ID, and international calls.
4. The partner agrees to perform Moves, Adds, and Changes (MACs) to EDD assigned system instruments. The partner also agrees to perform MACs for peripheral EDD lines and instruments not connected to the partner telephone system. Peripheral lines are identified as FAX, modem, Unemployment Insurance direct connects, etc.
5. The partner agrees to invoice the Department (EDD), in arrears, for applicable one-time charges.
6. The partner agrees to invoice the Department (EDD) monthly in arrears for the agreed upon ongoing telephone service charges, and actual long distance and toll charges incurred by the EDD staff using the partner telephone system. Long distance and toll charges shall be itemized by station number in a monthly cost accounting report that will be made available to the EDD manager.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

A. Invoicing and Payment

1. The EDD shall reimburse the Contractor a maximum amount not to exceed Eight Thousand Two Hundred Twenty Dollars and No Cents (\$8,220.00), in accordance with the rates specified in Attachment B-1, Budget Detail, which is attached hereto and made part of this Contract.
2. Invoices, in triplicate, in arrears, may be submitted monthly. The invoice must reference the EDD Contract Number **M7104472** and shall be forwarded to:

**Employment Development Department  
730 La Guardia Street  
Salinas, CA 93905  
Attn: Yuko Duckworth**

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

**ATTACHMENT B-1**  
**BUDGET DETAIL**

FY 16-17

ITEM	DESCRIPTION	MONTHLY	TOTAL	COST CENTER	PROJECT/ACTIVITY	COMMENTS	Mo. Rate	Qty	Mo. Cost	Annual cost
		COST	COST							
Telephones	type 212	\$ 480.00	\$5,760	00450	205/610	\$50 each, 12 lines	\$ 40.00	12	\$ 480.00	\$ 5,760.00
	type 211	\$ 90.00	\$1,080	00450	205/610	\$35 each, 3 lines	\$ 30.00	3	\$ 90.00	\$ 1,080.00
	Analog	\$ 30.00	\$360	00450	205/610	\$15 each, 2 lines	\$ 15.00	2	\$ 30.00	\$ 360.00
	Voice Mail	\$ 50.00	\$600	00450	205/610	\$5 each, 12 VMs	\$ 5.00	10	\$ 50.00	\$ 600.00
Long Distance and Toll (Estimate)		\$25.00	\$300	00450	205/610	Estimate				\$ 300
Moves, Adds, Changes (Estimate)		\$10	\$120	00450	205/610	Estimate				\$ 120
<b><u>Totals</u></b>		\$685	\$8,220							\$ 8,220.00

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Settlement of Disputes**

In the event of a dispute between EDD and the Partner over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Partner. An election for arbitration to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

2. **Workforce Innovation and Opportunity Act (WIOA)**

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

3. **Termination Clause**

This Agreement may be terminated by EDD by giving written notice to the Partner 30 days prior to the effective date of such termination.

4. **Agency Liability**

The Partner warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Partner for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., earthquakes, floods, and other natural disasters) such that performance is impossible.