

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M123449-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Employment Development Department

CONTRACTOR NAME
County of San Bernardino Workforce Development Department

2. The term of this Agreement is:
START DATE
December 1, 2025 or upon final approval, whichever is later

THROUGH END DATE
November 30, 2027

3. The maximum amount of this Agreement is:
\$46,444.00 (Forty-Six Thousand Four Hundred Forty-Four 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A-1	Specifications	2
Exhibit A-2	Office List	1
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit B-1	Budget Detail	4
+ - Exhibit C*	General Terms and Conditions	GTC 02/25
+ - Exhibit D	Special Terms and Conditions	1

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.)
County of San Bernardino Workforce Development Department

CONTRACTOR BUSINESS ADDRESS 290 North D Street, Suite 600	CITY San Bernardino	STATE CA	ZIP 92415
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PRINTED NAME OF PERSON SIGNING Dawn Rowe	TITLE Chair, Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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AGREEMENT NUMBER M123449-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Employment Development Department				
CONTRACTING AGENCY ADDRESS 722 Capitol Mall, MIC 62-C		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Karen Haran		TITLE Manager, Contact Services Group		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) SCM Vol. 1, 4.04(A)(2)		

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the County of San Bernardino Workforce Development Department (WDD), hereinafter referred to as the Contractor, for the purpose of reimbursing the Contractor for the EDD's share of the telephone service costs at the Victorville Resource Center located at 17310 Bear Valley Road, Victorville, CA 92395, the San Bernardino Employment Resource Center located at 500 Inland Center Drive, Space 508, San Bernardino, CA 92408 and the Rancho Cucamonga Employment Resource Center located at 9650 9th Street, Suite A, Rancho Cucamonga, CA 91730.

The EDD is co-located at these sites under the Workforce Innovation and Opportunity Act (WIOA) mandate.

2. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department

Attn: Oscar Amaya

Address: 500 Inland Drive, Space 508

San Bernardino, CA 92408

Phone: (909) 382-0432

Email: Oscar.Amaya@edd.ca.gov

Contractor

County of San Bernardino Workforce
Development Department (WDD)

Attn: Fred Burks

Address: 290 North D Street, Suite 600

San Bernardino, CA 92415

Phone: (909) 387-9845

Fax: (909) 387-9870

Email: fburks@wdd.sbcounty.gov

The Project Representatives may be changed by written notice without an amendment to this Agreement.

3. A detailed description of work to be performed and duties of all parties are in the Specification, Exhibit A-1, which is attached hereto and made a part of this Agreement.
4. Health and Safety Requirements

The Contractor when entering the EDD facility and/or property is expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, remaining compliant with personal protective equipment (PPE) and other safety equipment requirements provided under state and federal occupational safety and health laws. The EDD also requires that the Contractor follow additional guidelines from the CDPH and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. The EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by the Contractor, its employees, or any subcontractors may result in the EDD refusing entry onto, or removal from, the EDD property. A breach of these requirements grants the EDD the right to terminate this Agreement.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

1. PARTNER: County of San Bernardino, Department of Workforce Development
2. ADDRESS: 290 North D Street, San Bernardino, CA 92415
3. CONTACT: Fred Burks, Administrative Supervisor II
4. TELEPHONE: 909-387-9845
5. The Employment Development Department (EDD) agrees to utilize the partners telephone services at the following locations:

San Bernardino Employment Resource Center located at 500 Inland Center Drive, Space 508, San Bernardino, CA 92408

Victorville Employment Resource Center located at 17310 Bear Valley Road, Victorville, CA 92395.

Rancho Cucamonga Employment Resource Center located at 9650 9th street, Suite A, Rancho Cucamonga, CA 91730
6. The term of this agreement shall be December 1, 2025 though November 30, 2027 or upon final approval, whichever is later.
7. The total amount of the fiscal and variable telephone services charges of this agreement shall not exceed \$46,444 with a breakdown of each locations total amounts as follows:
 - San Bernardino: \$17,792
 - Victorville: \$13,889
 - Rancho Cucamonga: \$14,763

See TOTAL on Exhibit B-1 (BUDGET PAGE). The contract amount is based on the estimated cost of service as shown in Exhibit B-1.
8. **Telephone Service Scenarios**

 EDD staff will utilize the Partner (Career Center) telephone services.

The partner agrees to provide the EDD staff with proprietary telephone system instruments attached. Telephone services shall include instrument, installation, cross connects, dial tone access, long distance access, programming, voicemail, maintenance, and shared incoming trunk cost.
9. The Partner agrees to coordinate the specific line appearance and ring programming of the EDD staff telephone instruments with the EDD Voice Operations Unit Analyst and the local office manager. EDD staff instruments shall restrict 900, 976, 3rd party, caller ID, and international calls.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

10. The Partner agrees to perform Moves, Adds, and Changes, (MAC's) to EDD assigned system instruments. The Partner also agrees to perform MAC's 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.
11. The Partner agrees to invoice the Department, in arrears, for applicable one-time charges.
12. 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 A-2
 OFFICE LIST
 (Standard Agreement)**

Office:	San Bernardino (ERC)
Field Office Manager:	Fred Burks
Address:	500 Inland Center Drive, Space 508, San Bernardino, CA 92408
County:	San Bernardino
Phone Number:	909-387-9845
Square Footage:	N/A
Project Activity Code:	205/610
Cost Center:	04100
Expense Code:	410
Building Code:	N/A
Office:	Victorville (ERC)
Field Office Manager:	Fred Burks
Address:	17310 Bear Valley Road, Victorville, CA 92395
County:	San Bernardino
Phone Number:	909-387-9845
Square Footage:	N/A
Project Activity Code:	205/610
Cost Center:	03913
Expense Code:	410
Building Code:	N/A
Office:	Rancho Cucamonga (ERC)
Field Office Manager:	Lisbeth Reyes-Andrade
Address:	9650 Ninth Street, Suite A Rancho Cucamonga, CA
County:	San Bernardino
Phone Number:	909-387-9845
Square Footage:	N/A
Project Activity Code:	205/610
Cost Center:	03900
Expense Code:	410
Building Code:	N/A

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. Invoicing and Payment

The EDD shall reimburse the Contractor a maximum amount not to exceed **Forty-Six Thousand Four Hundred Forty-Four Dollars and No Cents (\$46,444.00)**, in accordance with the rates specified in EXHIBIT B-1, Budget Detail, which is attached hereto and made part of this Contract. The invoice must reference the following:

- The EDD Contract Number **M123449-7100**
- Identifies in detail the goods acquired, quantities, unit price, extension, description, etc
- Sales tax and/or use tax as a separate line item from goods
- Identifies services (non-IT) provided, service period, unit price (i.e. per minute), and quantity applicable to the service
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address below:

Employment Development Department
500 Inland Drive. Space 508
San Bernardino, CA 92408
Attn: Oscar Amaya
Or
Email: Oscar.Amaya@edd.ca.gov

II. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

III. California Prompt Payment Clause

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

**EXHIBIT B-1
BUDGET DETAIL
(Standard Agreement)**

Location	Amount
San Bernardino ERC	\$17,792.00
Victorville ERC	\$13,889.00
Rancho Cucumonga ERC	\$14,763.00
	Total: \$46,444.00

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

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

The 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 parts 37 and 38.

2. **Termination Clause**

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

3. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and the EDD employees normally responsible for the administration of this Contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

4. **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 and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

5. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.