

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD. 213 (Rev 06/03)

Cleared SC
 CSG
 Dist. A 3/16/11

Contractor's Copy 32086

AGREEMENT NUMBER	M181619
REGISTRATION NUMBER	ep 1133562

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 Employment Development Department
 CONTRACTOR'S NAME
 City of Long Beach
- The term of this Agreement is: July 1, 2010 through June 30, 2012, or upon final approval.
- The maximum amount of this Agreement is: \$42,920.16
 Forty Two Thousand Nine Hundred Twenty Dollars and Sixteen Cents
- 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
Attachment A-1	Specifications	1 Page
Exhibit B	Budget Detail and Payment Provisions	2 Pages
Exhibit C *	General Terms and Conditions	GTC 610
Exhibit D	Special Terms and Conditions	1 Page

APPROVED AS TO FORM
 March 1, 2011
 ROBERT E. SHANNON, City Attorney
 BY: *[Signature]*
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

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%20Language/default.htm

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.)
 City of Long Beach

BY (Authorized Signature) *[Signature]* DATE SIGNED (Do not type)
 3-8-11

PRINTED NAME AND TITLE OF PERSON SIGNING
 Patrick H. West, City Manager

ADDRESS
 3447 Atlantic Ave, Long Beach, CA 90807

STATE OF CALIFORNIA

AGENCY NAME
 Employment Development Department

BY (Authorized Signature) *[Signature]* DATE SIGNED (Do not type)
 3/16/11

PRINTED NAME AND TITLE OF PERSON SIGNING
 Rose Liu, Chief, Procurement Section

ADDRESS
 800 Capitol Mall, MIC 62, Sacramento, CA 95814

California Department of General Services Use Only

Exempt per:
 DGS Exemption Letter No. 54.3

**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 City of Long Beach, hereinafter referred to as Contractor, for the purpose of reimbursing the Contractor for EDD's share of the telephone service cost at the Long Beach Career Transition Center located at 3447 Atlantic Avenue, Long Beach, CA. EDD is co-located at this site under the Workforce Investment Act (WIA) mandate.
2. The services shall be reimbursed in accordance with Attachment A-1, Specifications, and Exhibit B-1, Budget Detail.
3. The project representative during the term of this agreement will be:

State Agency

Employment Development Department
Attn: Maria Rivera
3447 Atlantic Avenue
Long Beach, CA 90807
Phone: (562) 570-3700

Contractor

City of Long Beach
Attn: Melu Habacon
3447 Atlantic Avenue
Long Beach, CA 90807
Phone: (562) 570-3744

**ATTACHMENT A-1
(Standard Agreement)**

SPECIFICATIONS

The Employment Development Department (EDD) agrees to utilize the partners telephone services at the Long Beach Career Transition Center located at 3447 Atlantic Avenue, Long Beach, California.

Telephone Service Scenarios

- 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.
- 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. EDD staff instruments shall restrict 900, 976, 3rd party, caller ID, and international calls.
- 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.
- The Partner agrees to invoice the Department, in arrears, for applicable one-time charges.
- 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

1. Invoicing and Payment

The total amount of this Agreement shall not exceed Forty Two Thousand Nine Hundred Twenty Dollars and Sixteen Cents (\$42,920.16).

Invoices may be submitted monthly in triplicate, in arrears, and must reference the EDD Contract Number **M181619** and shall be forwarded to:

Employment Development Department
3447 Atlantic Avenue
Long Beach, CA 90807

Attn: Maria Rivera

2. 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.

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.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

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

2. Workforce Investment Act

A. Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirement as referenced in 29 CFR, Part 37.

B. Contractor agrees to conform to the provisions of the Workforce Investment Act (WIA) and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

3. Termination

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