

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

MS54230-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Franchise Tax Board

2. The term of this Agreement is:

START DATE

April 13, 2020

THROUGH END DATE

October 13, 2020

3. The maximum amount of this Agreement is:

Four Hundred Fifty-Four Thousand Eight Hundred Ninety-Nine Dollars and No Cents (\$454,899.00)

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
Attachment A-1	Specifications	1
Exhibit B	Budget Detail and Payment Provisions	2
+ - Attachment B-1	Budget Detail Sheet	2
+ - Exhibit C *	General Terms and Conditions	GIA610
+ - 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.)

Franchise Tax Board

CONTRACTOR BUSINESS ADDRESS

[REDACTED]

CITY

[REDACTED]

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

Chief Financial Officer or Designee

CONTRACTOR AUTHORIZED SIGNATURE

[REDACTED]

DATE SIGNED

SCOID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Employment Development Department				
CONTRACTING AGENCY ADDRESS [REDACTED]		CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
PRINTED NAME OF PERSON SIGNING [REDACTED]		TITLE Chief, OPCA		
CONTRACTING AGENCY AUTHORITY [REDACTED]		DATE SIGNED 6/17/2020		
CALIFORNIA DEPARTMENT OF [REDACTED]		EXEMPTION (if Applicable) SCM Vol. I, 4.04 A. 5.		

**EXHIBIT A**  
**(Interagency Agreement)**

SCOPE OF WORK

1. This Agreement is entered into by the Franchise Tax Board (FTB) and the Employment Development Department (EDD) for the purpose of redirecting staff to assist the EDD with mailing machine operator duties during the term of this Agreement.
2. The services shall be performed in accordance with Attachment A-1, Specifications, which is attached and incorporated herein.
3. This Agreement can be terminated early upon mutual agreement of FTB and EDD.
4. The contract representatives during the term of this Agreement shall be:

<p><b>Employment Development Department</b>          Name: [REDACTED]          Telephone: [REDACTED]          Fax: [REDACTED]          Email: [REDACTED]</p>	<p><b>Franchise Tax Board</b>          Name: [REDACTED]          Telephone: [REDACTED]          Fax: [REDACTED]          Email: [REDACTED]</p>
	<p><b>Franchise Tax Board</b>          Procurement Bureau          Name: [REDACTED]          [REDACTED]          Telephone: [REDACTED]          Fax: [REDACTED]          Email: [REDACTED]</p>

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

**SPECIFICATIONS**

The Franchise Tax Board staff will perform a wide range of mailing machine operators' duties, including but not limited to: setting up, adjusting and operating high volume intelligent mail inserting systems and related equipment such as folders and joggers.

FTB agrees to loan Business Services staff, at least through June 30, 2020 but no later than October 13, 2020. Any extension beyond June 30, 2020 will be at the discretion of FTB.

The specific duties performed by the FTB staff during this period are as described below:

- Independently set up, adjust, operate, and maintain high volume intelligent mail inserting systems, and related equipment such as folders and joggers, to process outgoing mail for the EDD and other state agencies under which the EDD has an existing interagency agreement, including the most complex jobs requiring the most complex set ups. Program and adjust inserting equipment to read various trigger marks for pulling from enclosure feeders and insert stations. Adjust rollers, fold plates, tracks, High Cap Sheet Feeders, and enclosure feeders for a variety of complex production jobs.
- Review work orders and documentation for all jobs. Process all jobs in accordance with machine specifications, work order specifications, postal regulations, and established mailing schedules. Ensure the correct postage meter and postage charge codes are used to apply postage. Maintain quality control of work processed. Report any discrepancies in jobs, work orders, procedures, etc., to the supervisor. Protect and secure the integrity of confidential materials. Log and track work as required.
- Maintain equipment and work areas in a clean, safe condition. Perform basic maintenance on mailing equipment as required which includes the following: oil equipment, blow dust off machines, keep rollers, filters jars and meters cleaned, and wipes up oil, ink and other spills as they occur. Dispose of waste in proper containers and return unused materials, tools, logs, and manuals to designated storage areas. Keep supervisor or lead informed of job processing status at end of work shift, job or work order discrepancies, machine malfunctions, or any unsafe working condition.
- Operate electric/manual material handling equipment and operate vehicles to transport supplies/materials and finished mail pieces, to include delivery of mail to the USPS. Notify supervisor immediately of any equipment malfunctions and/or damage that results from the operation of equipment. Prepare, label, and stage materials/envelopes required for processing daily work.

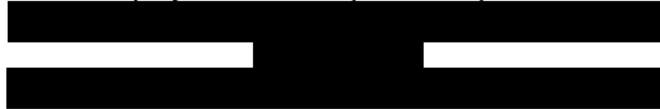
**EXHIBIT B**  
***(Interagency Agreement)***

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment

- A. This Agreement shall not exceed a total of Four Hundred Fifty-Four Thousand Eight Hundred Ninety-Nine Dollars and No Cents (\$454,899.00). For services satisfactorily rendered and upon receipt and approval of itemized invoices, the EDD agrees to compensate the FTB for actual expenditures incurred in accordance with Attachment B-1, Budget Detail Sheet.
- B. Invoices, in triplicate, shall clearly reference EDD Agreement No. M54230-7100 and shall be submitted at the end of each month with a detailed listing of employees and the hours worked by each individual, in arrears to:

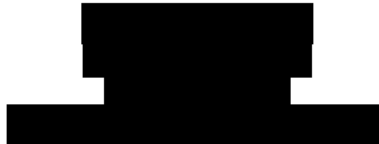
Employment Development Department



The EDD reserves the right to review service levels and billing procedures as they may impact charges against this agreement.

Payment will be made to the FTB within Forty Five (45) days of receipt and approval. Payment must reference the EDD Agreement No. M54230-7100 and EDD invoice number mailed to the following attention:

Franchise Tax Board



2. Budget Contingency Clause:

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 EDD shall have no liability to pay any funds whatsoever to the FTB or to furnish any other considerations under this Agreement and the FTB shall not be obligated to perform any provisions of this Agreement.

**EXHIBIT B**  
***(Interagency Agreement)***

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the EDD shall have the option to either: cancel this Agreement with no liability occurring to the EDD, or offer an Agreement to the FTB to reflect the reduced amount.

3. Payment of Costs

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

Nothing herein contained shall preclude advance payments pursuant to Government Code section 11257.

4. Cost Breakdown

Costs billed under this Agreement will be billed based on the Budget Detail Sheet, Attachment B-1, for the time period covered by the Agreement.

**Attachment B-1  
(Interagency Agreement)**

**Budget Detail Sheet**

Classification	Monthly Salary (Max Range)	Hourly Salary	Overtime Salary	Number of Positions	Weekly Cost	Overtime Weekly Cost
Mailing Machine Supervisor 1	4325	\$ 25.74	\$ 38.62	2	\$ 2,060	\$ 2,008
Business Service Assistant	4132	\$ 24.60	\$ 36.89	1	\$ 984	\$ 959
Mailing Machine Operator 2	3875	\$ 23.07	\$ 34.60	2	\$ 1,845	\$ 1,799
Mailing Machine Operator 1	3614	\$ 21.51	\$ 32.27	2	\$ 1,721	\$ 1,678
<b>Total</b>					\$ 6,610	\$ 6,444

Benefit	
Cost per year	\$ 33,000
Weeks per year	52
Cost per week	\$ 635
Total reimbursing position	7
Total benefit cost per week	\$ 4,442

Assume work hours per month	168
Overtime Rate	1.5
Normal hrs per week	40
Overtime hrs per week	26

**Assumptions**

Fiscal Year	Weeks
FY 19/20	12
FY 20/21	14

Classificaitons	# of positions
Mailing Machine Supervisor 1	2
Business Service Assistant	1
Mailing Machine Operator 2	2
Mailing Machine Operator 1	2

Hours per week	Hours
Normal	40
Overtime	26

Salary is costed at max range

**Attachment B-1  
(Interagency Agreement)**

**Costing Details**

**Budget Detail Sheet**

<b>Fiscal Year</b>	<b># of weeks</b>	<b>Weekly Cost</b>	<b>Weekly OT Cost</b>	<b>Weekly Benefit Cost</b>
19/20	12	\$ 6,610	\$ 6,444	\$ 4,442
20/21	14	\$ 6,610	\$ 6,444	\$ 4,442

Normal Hour per week (hrs)	40
Overtime hours per week (hrs)	26

<b>Cost</b>	<b>19/20</b>	<b>20/21</b>	<b>TOTAL</b>
Salary (Normal)	\$ 79,314	\$ 92,533	\$ 171,848
Salary (Overtime)	\$ 77,331	\$ 90,220	\$ 167,551
Benefit	\$ 53,308	\$ 62,192	\$ 115,500
<b>Total Cost</b>	<b>\$ 209,953</b>	<b>\$ 244,946</b>	<b>\$ 454,899</b>



**EXHIBIT D**  
***(Interagency Agreement)***

**SPECIAL TERMS AND CONDITIONS**

1. Settlement 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 FTB and EDD employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

2. Termination

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

3. Workforce Innovation and Opportunity Act

The FTB 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.