

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M101332-7100	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

San Francisco Office of Economic & Workforce Development on behalf of the Bay Area Good Jobs Partnership for Equity

2. The term of this Agreement is:

START DATE

May 1, 2024, or upon final approval, whichever is later

THROUGH END DATE

September 30, 2026

3. The maximum amount of this Agreement is:

\$13,000,000.00 (Thirteen Million Dollars and Zero 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	7
Attachment A-1	Project Narrative	6
Attachment A-2	Fiscal and Program Requirements	3
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Attachment B-1	Budget Summary	2
+ - Exhibit C*	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E**	Contractor's Response to Solicitation for Proposal	
+ - Exhibit F**	California Jobs First Catalyst Program Solicitation for Proposal	
+ -	**Items shown with a double asterisk (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto.	

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.)

San Francisco Office of Economic & Workforce Development on behalf of the Bay Area Good Jobs Partnership for Equity

CONTRACTOR BUSINESS ADDRESS

1 South Van Ness Ave, Fifth Floor

CITY

San Francisco

STATE

CA

ZIP

95103

PRINTED NAME OF PERSON SIGNING

Sarah Dennis Phillips

TITLE

Executive Director, OEWD

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M101332-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
---	--

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 Lauren Prizmich		TITLE Chief, Office of Procurement, Contracting & Admin		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) SCM Vol. 1 Section 4.06		

**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: San Francisco Office of Economic & Workforce Development (SFOEWD) on behalf of the Bay Area Good Jobs Partnership for Equity (BAGJPE), hereinafter referred to as the Grantee, for the purposes of implementing the CA Jobs First, Catalyst Program. The purpose of the Catalyst funding is to support each region's Jobs First Collaboratives to invest in pre-development activities, enabling regions to develop projects and maximize investment opportunities.
2. The Grantee will comply with the terms and conditions set forward in this Agreement, guidance provided by the EDD and the Inter-Agency Leadership Team during the agreement period, the Solicitation for Proposal (SFP) for the Catalyst Program Year 2023-24, and the Grantee's response to the SFP, which, by this reference are both incorporated and made part of the Agreement.
3. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Adriana Avalos
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Phone: 916-839-9958
E-Mail: adrianac.avalos@edd.ca.gov

Fiscal Agent

San Francisco Office of Economic & Workforce Development on behalf of the Bay Area Good Jobs Partnership for Equity
Attn: Chad Houston
1 South Van Ness Ave, Fifth Floor
San Francisco, CA 95103
Phone: (415) 701-4843
E-mail: Chad.houston@sfgov.org

Changes to the EDD contract representative will not require an amendment to the contract.

4. Responsibilities of the Fiscal Agent
Responsibilities of the Fiscal Agent: The scope of services provided by the fiscal agent include, but are not limited to:

Control of the Fund: Establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by the EDD according to Generally Accepted Accounting Procedures, other state regulatory requirements, and the direction of the EDD.

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

The Recipient of Advance Payment must deposit any funds received as an advance payment into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and the recipient shall report interest earned on the advanced payment to the administering state agency.

Program Ledgers and Monthly Reporting: Maintain a separate ledger for each program that shows the total amount of funds available for each program, and monthly program deductions (i.e., payments to subcontractors). At a minimum, each ledger entry must include the subcontractor agreement number, invoice date, payment date, and a description of the payment. Individual divisions may require additional ledger information. The Fiscal Agent will prepare and disseminate financial reports on a monthly basis, or as requested, in formats prescribed by the EDD.

Sub-Contract/Sub-Awarding Administration and Disbursement of Funds: Enter into agreements with vendors and other third parties to support the identified programs on behalf of the Collaborative. Disburse funds in satisfaction of payment obligations under each agreement. The Fiscal Agent shall disburse funds based upon invoices reviewed and approved by the personnel designated by the lead applicant when in support of the Catalyst grant. The Fiscal Agent must assist the EDD with the timely closing out of grants and programs with respect to the Jobs First Collaborative agreements. The Fiscal Agent must also ensure funding is encumbered and expended by timelines set by the EDD.

Audits: Cooperate with the EDD exercising lawful authority, or their respective agents, by providing all documentation promptly upon request.

Public Records: Cooperate with the EDD in responding to any requests under the Public Records Act for records related to the Fiscal Agent.

Memorandum of Understandings (MOUs): Fiscal Agent and Regional Convenor(s) MOU must include a mutual agreement of each entity's roles and responsibilities and a commitment to work together to achieve the goals, objectives, and deliverables of the Catalyst Program. MOUs must be submitted to the EDD upon request.

Reporting: Prepare and disseminate reports pursuant to State reporting requirements including, but not limited to the reporting requirements contained in California Unemployment Insurance Code, Section 14531(g).

Accounts: Maintain System for Award Management (SAM) account and have Unique Entity ID number

Other Services: Provide financial or contract management services on an as-needed basis (e.g., conducting competitive bidding) to ensure the smooth administration of the funds as required by funding requirements and direction by the EDD.

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

5. Catalyst Program Requirements

- A. Collaboration with the Inter-Agency Team:
Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Agreement. The Grantee is required to work with the Inter-Agency Team and participate in regularly scheduled reporting meetings. The Grantee may be required to participate in larger CA Jobs First convenings in person or virtually depending on the scope of the meeting.
- B. Collaboration with the Program Evaluator:
The State will pursue a statewide developmental evaluation to explore the success of the Regional Investment Initiative and of the activities awarded through the Catalyst Program alongside other grant activities. The Grantee is required to participate in that evaluation by providing the requested data and information. Therefore, throughout the period of performance, the Grantee and its' subrecipients and subcontractors must document lessons learned and effective practices ascertained through this project. At designated points throughout the fiscal year, the Inter-Agency Leadership Team may set annual priorities, evaluate progress against goals and objectives, discuss new strategies to improve program outcomes and align available funding to maximize results for the State.
- C. Communities of Practice:
Collaboration across regions will be required to create collectively a more resilient statewide economy that brings equal opportunities to every region. Awardees will be required to participate in Communities of Practice meetings. These convening's will ensure progress, share best practices and lessons learned across the regions, and provide technical assistance by the state.
- D. The established Jobs First Collaboratives, with the support of the Regional Convener, are expected to adhere to the following activities:
- i. Continue to expand regional outreach and engagement activities, ensuring inclusion of disinvested communities;
 - ii. Continuously update research to keep plans current for future funding opportunities and planning processes;
 - iii. Coordinate Implementation Phase application process;
 - iv. Collaborate with the GO-Biz Community & Place-Based Solutions team and the U.S. Economic Development Administration to develop Economic Development Districts where they do not currently exist;
 - v. Track the projects identified by the Jobs First Collaboratives, including applications and awards for additional funding from other sources;
 - vi. Identify projects in the exploratory, last mile, and ready-to-go categories.

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

- E. Sector Investment Coordinators: Ensure that the region identifies no more than five positions or sub-contracts, either as new staff at the Conveners or at another identified organization in the region. The positions will execute the following activities on behalf of the Jobs First Collaborative:
- i. Work within the Jobs First Collaborative on industries prioritized in the Planning Phase;
 - ii. Support the Jobs First Collaborative in cataloguing projects that will support the proliferation of the prioritized industries and enhance high-quality job creation; label these projects as “exploratory” (agreed-upon ideas that are at the very initial phases) and “last-mile” (agreed-upon projects that need the final piece of the puzzle to begin development), or identify projects as non-viable;
 - iii. Work with GO-Biz staff and regional partners to find and apply for state, federal, and private grants;
 - iv. Align Jobs First Collaborative -identified projects with federal funding;
 - v. Liaise with workforce and economic development partners, High Road Training Partnerships, community-based organizations, and others capable of contributing to the success of the project to build an ecosystem around identified industries or sectors;
 - vi. Provide or procure Technical Assistance for Implementation grant applications and administration.
- F. The Jobs First Collaborative must identify projects labeled as “exploratory” or “last mile,” with the intent of identifying viable projects that could become “ready-to-go” or any projects that may be non-viable. These projects must align with existing Regional Investment Initiative priorities of equity, sustainability, job quality and access, economic competitiveness, and economic resilience. Projects must also adhere to federal, program specific Justice40 guidelines. The State, in partnership with Jobs First Collaborative, may provide additional guidance on project requirements, project selection criteria, and project readiness criteria. Pre-development activities include, but are not limited to:
- i. Feasibility studies; market analysis; environmental assessments, surveys, and remediation; site acquisition; site and development plans; project designs; permitting; establishing a regional tax increment financing district (TIF); drafting and negotiating Community Benefits Agreements and Community Workforce Agreements; establishing public-private partnerships, Community Development Corporations and Community Development Financial Institutions; revolving loan funds; joint powers authorities; financial planning (e.g., preliminary budget and construction financing); with the goal of establishing long-term funding opportunities for implementation of Planning Phase regional strategies;
 - ii. Basic environmental infrastructure pre-development, construction, and development of long-term operations and maintenance plans for infrastructure such as: clean water supply systems; wastewater systems; waste disposal systems; pollution control services;

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

- iii. Support costs for building and sustaining the capacity of project leads and partners, such as: investments in partner and local staff development; funding new and/or critical positions; acquiring or utilizing tools and resources to increase partner capacity for project planning and implementation; organizational capacity activities such as access to financial services or legal review; developing new pilot or demonstration projects and programs; participation and/or partnership with existing workforce programs; providing or securing technical assistance for partners.

After receiving Catalyst funds, ready-to-go projects may be eligible for additional funding from local, state, or federal governments, philanthropy, or private investors, or that align and complement state or federally funded projects. The Catalyst Program funds may also be identified in federal grant applications as matching funds.

6. Required Notices

The Grantee shall promptly notify the EDD, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the EDD and the EDD has given written approval for such change. Requested changes to scope of work and/or budget are subject to contracting processes and procedures which may take 2-4 months for approval.
- B. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the Inter-Agency Team representatives. The Grantee shall make such notification at least 21 calendar days prior to the event.
- C. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way. Grantee shall notify the EDD within 10 calendar days.

7. Agreement Amendments

The Grantee will have the opportunity to submit modifications during the period of performance to accurately reflect necessary adjustments for the success of the Catalyst program. All modifications will require written approval from the EDD. Except as otherwise specified, the Grantee must request and obtain prior written approval before any modification (amendment) to this Agreement is valid.

- A. Request for amendments must:
 - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.

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

- ii. Include a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
- iii. Include a copy of the document(s) requested for amendment that shows the requested changes.

B. Funding Amendments:

- i. The proposed funding is based on the anticipated availability of relevant funds. Should funding availability change, the EDD reserves the right to make any necessary amendments to the agreement amount. The EDD may add additional funds to this agreement based on the availability of funds under the Regional Investment Initiative Program.

C. Period of Performance Amendments:

- i. Failure to successfully meet Catalyst scope of work requirements may result in full or partial de-obligation of the funding and/or a shorter period of performance of this contract.
- ii. Amendment extensions beyond September 30, 2026, are subject to legislative changes, funding expenditure timeline extensions, and/or final approval from the Inter-Agency Leadership team. Catalyst Program may be extended to run parallel to the Implementation Phase under the Regional Investment Initiative Program, given the intent of the Catalyst program.

D. The EDD reserves the right to request project modifications and agreement amendments as necessary for the success of the project.

E. No oral understanding or change not incorporated in this Agreement is binding on any of the parties.

8. Glossary of Terms

Regional Investment Initiative: The Regional Investment Initiative is designed as a two-phase grant structure (Planning Phase and Implementation Phase) that supports bottom-up regional planning processes and invests in projects to advance regional economic and community development. The initiative focuses on five objectives: equity, sustainability, job quality and access, economic competitiveness, and economic resilience. During the Catalyst Program (2023-2024) each region must adhere to the two core goals: Strengthen Jobs First Collaboratives social infrastructure to allow for continued regional inclusive planning and will enable regions to build a pipeline of viable, ready-to-go aligned projects. In turn, this will maximize funding opportunities by capitalizing on federal, state, and private investments, as well as alleviating timeline constraints by enabling aligned projects to compete for funding beyond the lifetime of the program.

Pre-development funds will expand on the work of the Planning Phase and catalyze projects in disinvested communities across the state while giving regions the flexibility to design projects that meet their needs. These funds will enable communities across California to develop projects that

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

align with the vision of the Jobs First Collaboratives and position them to access additional federal, state, and private funds.

Jobs First Collaboratives: The Jobs First Collaboratives will be composed of an administrative Fiscal Agent, a Regional Convener, and a wide range of diverse partners reflecting the diversity of each region. Catalyst grants will be administered jointly by the Fiscal Agent and Regional Convener.

Inter-Agency Leadership Team: The Inter-Agency Leadership Team, comprised of the Labor and Workforce Development Agency, the Governor's Office of Planning and Research, and the Governor's Office of Business and Economic Development, is responsible for planning, oversight, and decision-making for the Regional Investment Initiative

Inter-Agency Team:

- A. The Labor and Workforce Development Agency (LWDA): LWDA will provide oversight to ensure that Regional Investment Initiative and this project remain in alignment with labor and workforce development objectives.
- B. The EDD: EDD's Workforce Services Branch (WSB) will be responsible for the management and execution of this grant, including the administration of and accountability of this project.
- C. The Governor's Office of Planning and Research (OPR): OPR will manage the design and operations of the program. In addition, OPR will be responsible for providing technical assistance, intended to support and guide processes and deliverables for this project.
- D. The Governor's Office of Business and Economic Development (GO-Biz): GO-Biz will provide support with outreach, technical assistance, and capacity building.

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

Catalyst Program Applicant Information

Instructions: Please complete the table with the information requested.

Name of Applicant: San Francisco Office of Economic & Workforce Development on behalf of the Bay Area Good Jobs Partnership for Equity

Applicant Point of Contact

Name: Jen Hand

Title: Workforce Impact Manager

Email: Jennifer.Hand@sfgov.org

Tel: (415) 701-4830

California Jobs First Region: Bay Area

Catalyst Program Narrative Questions

Instructions: Answer each of the following questions regarding the regional High Road Transition Collaborative (HRTC)'s application for Catalyst Program funds. Refer to the Catalyst Framework and closed solicitation for required activities. Please limit responses to 500 words.

- 1. Explain how the HRTC may expend Catalyst Program funds to support pre-development of projects that prioritize equity, sustainability, job quality and access, economic competitiveness, and economic resilience.**

The vision of the Bay Area's High Road Transition Collaborative (BA-HRTC), now known as the Bay Area Jobs First Collaborative, is to re-envision regional economic development planning, centered around the values of equity, high-road employment, sustainability, and climate resilience, and shaped by workers and impacted community members themselves. A central principle and priority for this initiative is deep and meaningful outreach and engagement with workers and communities. "Meaningful engagement" means engagement designed to build a durable and lasting structure for community planning that gives community members meaningful decision-making authority so that they are not passive participants, but rather active agents in shaping the vision for the future of their community and the region.

Outreach and engagement is built into the BA-HRTC governance structure, in particular through the seating of six subregional tables, which are designed to: (1) center grassroots leadership of workers and historically disinvested communities in the region's economic development; (2) provide bottom-up direction to guide the BA-HRTC Steering Committee in the research process, policy decisions and metrics; and (3) identify and build consensus around potential regional projects. The BA-HRTC intends to work through the subregional tables to identify potential projects for Catalyst Program funds and determine what resources they need to move to implementation. The Steering Committee will make

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

the final determination about what projects to fund.

The goal of the pre-development funding will be to respond to ideas coming from the community that advance equity, sustainability, job quality and access, economic competitiveness, and economic resilience. The six subregional tables have recently been seated and have begun meeting but have not yet identified specific projects for potential pre-development funding. The research team is in the process of developing the required Research Report to be submitted to the State at the end of December 2023. As part of this work, some preliminary themes have begun to emerge that may inform the identification and selection of projects. Labor market analyses show that despite more recent improvements, substantial challenges persist for workers, especially across gender, race, education, and occupation categories. For instance, women, Black, Latino and immigrant workers are disproportionately employed in precarious jobs. Housing, transportation, and childcare costs are significant barriers to accessing high road jobs. And on the demand side, there are not enough high road jobs available to meet the supply of workers, even if all barriers were removed; while jobs earning the lowest wages in the region, such as personal care aides, janitors, and truck drivers, often pay poverty-level wages yet provide essential services. Ensuring these essential workers are self-sufficient and can provide for their families is crucial to the future economic success of the Bay Area. In selecting projects for Catalyst Fund pre-development dollars, BA-HRTC will consider how they address these and other labor market conditions, for example, how they might remove or lower barriers to high road jobs.

2. Explain how the proposed activities may advance the objectives of the California Jobs First Planning Phase and the goals of the HRTC.

During the Planning Phase, the BA-HRTC identified five guiding principles and key goals:

1. Climate Resilience Led by Frontline Communities and Workers
2. Lift Up Job Quality, Grow High-Road Jobs, Elevate Racial Equity and Worker Voice
3. Honor Local Without Losing the Power of the Region
4. Inclusive, Democratic, Grassroots Governance
5. Take Action Towards Transformational Change

With these principles at the forefront, the BA-HRTC—led by All Home as the Regional Convenor and Bay Area Good Jobs Partnership for Equity (BAGJPE) as the Fiscal Agent—has established a Governance Structure that includes: a Steering Committee, composed of 21-members across essential planning sectors; a Research, Planning and Community Engagement Committee; and (6) Sub-Regional Tables organized by geography. These bodies are all now seated and have begun work to further refine the initiative’s goals and activities.

BA-HRTC has identified four primary goals and activities, all of which would benefit from Catalyst 2.0 funding:

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

1. **Driving deep and meaningful community engagement** with a focus on equity. This work is primarily being accomplished through the six subregional tables and includes engagement with members affiliated with labor and/or community organizations as well as stakeholders unaffiliated with either sector or other formal institutions. This work has the potential to be supported through funding from the Catalyst 2.0 pre-development component, particularly using funding to build and sustain the capacity of project leads and partners.
2. **Identifying projects** to compete for California Jobs First funding as well as other funding sources. The goal is to identify pilot initiatives with potential regional impacts that are aligned with BA-HRTC goals and will be most competitive in the State grant-making process. This work is also primarily being undertaken by the subregional tables, through intensive community outreach and engagement to identify potential projects and determine what resources are needed to help them move from concept to implementation. This work will also be supported by the pre-development component of Catalyst 2.0.
3. **Building infrastructure for economic development.** The BA-HRTC set out to accomplish long term systemic change and build robust infrastructure for equitable, high-road economic development, while at the same time addressing shorter term community and worker needs. The goal is to create a long-lasting regional economic development infrastructure that will empower communities and workers across the Bay to lead equitable, high-road climate and economic development projects; and position the region to attract additional capital and resources beyond California Jobs First. All Home, the Regional Convenor for BA-HRTC, will tap into the Regional Convenor component of the Catalyst 2.0 opportunity to support project staffing, coordination of contracted research partners, and facilitation, technical assistance, and other consulting support.
4. **Identifying additional funding sources.** The State's California Jobs First funding, while substantial, is not sufficient to accomplish the ambitious goals set out by BA-HRTC. The Catalyst 2.0 Sector Investment Coordinators component will be used, in part, to support work to align with and leverage other major funding initiatives such as the Inflation Reduction Act, Infrastructure Investment and Jobs Act, CHIPS Act, private philanthropy and investment and other sources.

3. As best as can be explained at this time, explain how existing HRTC governance structures and decision-making processes may be adapted to integrate Catalyst Program activities.

The BA- HRTC has developed and approved a governance structure that is representative and inclusive of stakeholders across the region and has agreed upon a set of decision-making processes. This structure and process will be used for Catalyst 2.0 program activities, with some additional steps.

The BA-HRTC Governance Structure consists of:

- **A 21 Member Steering Committee** with proportional representation of stakeholder groups identified in the SFP: labor, business, grassroots organizations, community members, governmental agencies,

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

economic development agencies, philanthropy, education and training providers, workforce entities, environmental and environmental justice organizations, worker centers, disinvested communities, and California Native American Tribes.

- **A Research, Planning and Community Engagement Committee** that acts as an implementation committee made up of the Convenor and Fiscal Agent, contracted organizations, and entities responsible for implementing the BA-HRTC's planning, research and community engagement work, and co-Convenors of the subregional tables.
- **Six Subregional Tables** that honor local without losing the power of the region; mirror the diversity and composition of the Steering Committee, and of the area each subregional table is representing; collaborate to develop and support community-based strategies in the respective subregions; identify the specific needs, opportunities, and challenges of the respective subregion; and surface promising projects and practices to be shared across the Bay Area.

In alignment with the principle of creating an inclusive, democratic, grassroots governance process, the BA-HRTC has approved a two-step process for decision-making that allows the group to not only make a decision but also move forward together. This process builds and strengthens the collaborative and creates solutions for as many people as possible. Step One is a Six-Scale Gradients of Agreement best practice tool used for decision-making in large group settings. We have applied the Gradients of Agreement tool to align with our needs and agreed on the scale of 1- 6. Step two is an up-down vote in which all members share their final vote on the proposal being discussed. Final decisions are made via an "up or down" vote. A motion will be approved if it receives a simple majority of "yes" votes. Abstentions will not count toward the total number of votes when calculating a simple majority.

While this existing structure and process will be used for making decisions regarding Catalyst 2.0 project selection, steps will need to be added. BA-HRTC will establish a group that will develop a set of evaluation criteria for projects and a process for developing and proposing potential projects or initiatives for pre-development funding. The group that will develop these tools will most likely include representatives from the Research, Planning and Community Engagement Committee and the subregional tables (co convenors of the tables already are members of the RPCE Committee). Once these criteria and process have been established and projects solicited, a group will be seated responsible for evaluating projects and making recommendations to the Steering Committee as the ultimate decision-maker. Decision-making for these groups will all follow the two-step process described above.

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

4. Explain how the HRTC may use Catalyst funds to expand outreach, engagement, and shared decision-making with the region’s disinvested communities.

Deep and meaningful community engagement is central to the BA-HRTC’s work. The Planning Phase Plan identifies four key principles of engagement: (1) engage community members directly; (2) be intentional about including marginalized communities and groups; (3) meet community members where they are, physically and with respect to their knowledge about regional issues, and (4) address accessibility needs and design engagement to remove barriers to participation.

As the Steering Committee and the subregional tables are now seated and beginning to meet regularly, the BA-HRTC has begun developing processes for its outreach and engagement plans, focusing on engaging members directly; applying intentional strategies such as focus groups, surveys, and educational materials; and building inclusive practices for participation. As our collective partnerships continue to grow, we will apply new strategies and collaborations to continue building inclusive processes. Catalyst 2.0 funding will be used to strengthen and deepen the durable structure for community participation that BA-HRTC has started to build.

Many outreach activities are being coordinated through the six subregional tables, which have broad and diverse representation of all stakeholder groups in their respective regions. A key principle shaping outreach is to ensure project initiation and design is driven by impacted workers and communities. The subregional tables will be engaging grassroots stakeholders in generative collaborations and processes using shared decision-making. Catalyst Fund pre-development funding might be used to conduct more intensive outreach to groups working in disinvested and marginalized communities and/or for mini-grants to support their participation and capacity building.

5. Explain how the HRTC will prioritize Catalyst funds reaching disinvested communities in procurement and project selection.

To surface the needs of disinvested communities and ensure that California Jobs First funded projects meet those needs, the subregional table co-Convenors will work with CBOs, community organizers, canvassers and other groups within the subregion to conduct outreach to communities representative of the subregion, potentially through methods like surveys, deep canvassing, focus groups, and other strategies. The goal of this outreach work is that Catalyst 2.0 pre-development projects prioritize disinvested community needs and that residents of disinvested communities who are hard-to-reach are participating in California Jobs First -funded projects.

As the BA-HRTC and subregional tables move towards developing potential pilot initiatives, a core principle of that process is that the design and goals of each pilot be driven by impacted workers and community members themselves. To achieve this, we will undertake deep engagement of workers and community members in specific industries and/or constituencies where pilots are being developed. This may be done through workshops, meetings, interviews, surveys, etc., all with the goal of bringing together workers and community members who

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

are directly involved in or impacted by a specific issue area proposed as a potential pilot (for example, this could include childcare workers & low-income parents who need childcare, or immigrant micro-entrepreneurs & community members needing access to goods and services) to discuss and identify needs and challenges they currently face, learn about potential models, policies and resources that we are working to develop, and provide generative input to help guide project development.

Project evaluation and selection criteria for Catalyst 2.0 predevelopment funding will be developed with a strong equity lens, to ensure that criteria are reflective of the challenge facing organizations working in disinvested communities and do not privilege larger and better resourced organizations.

Additional strategies for engagement with disinvested communities explored by the Community Engagement Working Group in the planning phase that may be expanded upon using Catalyst 2.0 funding include reviewing the *IAP2: Advancing the practice of public participation* framework and how it overlaps and contributes to some of the ideas the group has put forth. There is also a strong interest in integrating aspects of the Community Health Worker model (Promotores model) into how we can advise and guide the Sub-Regional Tables to engage community members and also learn from existing CBOs engagement efforts.

**ATTACHMENT A-2
FISCAL AND PROGRAM REQUIREMENTS
(Standard Agreement)**

1. Fiscal Reporting Requirements

The Catalyst Program is a reimbursable grant. Grantees are required to submit invoices and supporting documentation to receive reimbursement for expenditures incurred. Grantees must maintain a separate ledger for each program that shows the total amount of funds available for each program, and monthly program deductions (i.e., payments to subcontractors). At a minimum, each ledger entry must include the subcontractor/subrecipient agreement number, invoice date, payment date, and a description of the payment. Individual divisions may require additional ledger information.

Additionally, the grantee will prepare and submit quarterly expenditure reports, or as requested, in formats prescribed by the EDD. Grantees must establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by the EDD according to Generally Accepted Accounting Procedures, other state regulatory requirements, and the direction of the EDD.

- A. All invoices shall be sent monthly, 30 days after the end of the month, with the corresponding supporting documentation and Progress Status Report with activities performed during the invoiced month to the EDD contact below for review and approval:

Employment Development Department
Central Office Workforce Division
Special Initiatives Support Unit 1
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Email: CERFAdmin@edd.ca.gov

Invoice and Progress Status Reporting template will be provided by the EDD upon the signing of this agreement.

- B. Projected Budget Expenditures
- Fiscal Agent will be required to submit a quarterly summary of projected budget expenditures plan.

2. Performance Reporting Requirements

Grantees must have the capability to report projected activities, participant, and outcome data to the state, in a manner that is timely, thorough, and accurate. When applicable, grantees will be required to use the state's system for reporting participant data collected. If applicable, the grantee will be required to have access to the state's CalJOBSSM reporting system. The state will provide training on how to use the CalJOBS reporting system. Additionally, grantees will be required to submit monthly progress status reports which include narrative on the status of the projects.

- A. A team of program support will be assigned after the signing of this contract, at which time the EDD will provide all contact information.

- B. Schedule monthly calls with EDD, OPR, and GO-Biz to discuss:

**ATTACHMENT A-2
FISCAL AND PROGRAM REQUIREMENTS
(Standard Agreement)**

- Project updates: status and goals
 - Sustainable goals for the organization
 - Evaluating and assessing the programs' strengths and weaknesses.
- C. Project Readiness Checklist: This checklist requires the awardees to provide detailed information and documentation about the project, which should demonstrate that project is ready to get implemented. The checklist is due to the EDD within one month of the contract execution.
- D. Grantee will be required to submit monthly Progress Status Reports (PSR) along with all invoices.
- Reports are due 30 days after the end of the month.
 - PSR: Summarizes the project key activities, what the next steps are, any relevant lessons learned, any challenges, and/or course corrections. A template will be provided upon the signing of this contract.
 - PSR should be one to five pages.
- E. Submit a narrative report outlining 5-10 projects proposed total across the exploratory and last mile categories to the EDD by December 31, 2024. The narrative must include a description for each proposed project and outline the regional process for the selection of the preliminary projects. A final list of selected projects, which should include an estimated 10-15 projects in each of the exploratory, last mile, and ready-to-go categories, must be submitted by June 30, 2025.

Additional criteria and guidance may be provided by the EDD upon the execution of the agreement.

- F. Subcontract and Subaward List: The grantee is required to submit a detailed list of all subcontracts and subawards on an Excel spreadsheet to the EDD via email at CERFADMIN@edd.ca.gov. The subcontract and subaward list should include:
- Name of organization.
 - Purpose of the subcontract and/or subaward.
 - Amount of the subcontract and/or subaward.

 - Time period (beginning and end date).
 - If the contract will be offering services or serving participants.
 - Type of procurement process used to obtain subcontract and/or subaward.

All subcontracts and subawards must be added to the Excel form. The form must be updated any time a new subcontract and/or subaward is made. The EDD will provide the template upon the signing of this agreement.

Note – The EDD may request copies of any partner agreement, subcontract and/or subaward. Changes to established agreements must be reported to the EDD.

**ATTACHMENT A-2
FISCAL AND PROGRAM REQUIREMENTS
(Standard Agreement)**

- G. The Grantee shall submit Quarterly Progress Reports on a consistent basis using the EDD template provided to meet the EDD's requirement for disbursement of funds. Quarterly Progress Report shall be submitted no later than 30 days after the end of the corresponding quarter. The Quarterly Progress Report should describe the work performed during the reporting period. The 4th quarter report shall contain a summary of the overall progress for the year.

Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Agreement during the reporting period.

Project Status

Describe the work performed during the time period covered by the report, including but not limited to:

- Project information, including an estimate of the percentage of completion for the overall project;
- Legal matters;
- Additions or changes to project partners, subcontracts or subrecipients;
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Identify key issues/concerns that need to be resolved, including those that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.

Budget Details

Provide a list showing all project costs incurred during the quarter covered by the report by the Grantee and each contractor working on the project and which of these costs are Eligible Project Costs.

3. **Reporting Clause:**

- Reporting requirements are subject to change based on program legislative requirements.
- The EDD reserves the right to change, modify or update reporting requirements as necessary for the successful implementation of this program.
- Evaluation report details will be provided upon the selection of an evaluator.
- All reports submitted are subject to review before considered finalized.
- All reporting requirements must be submitted to CERFAdmin@edd.ca.gov
- All reporting requirements must be submitted in the reporting templates as provided by the EDD.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

1. Invoicing and Payment

- A. The total amount of this contract shall not exceed **Thirteen Million Dollars and Zero Cents (\$13,000,000.00)**. The EDD will closely monitor the Contract expenditures through the end of September 30, 2026.
- B. All invoices must be submitted on a monthly basis, 30 days after the end of the month. If invoices are not received timely, written justification must be provided within 15 days of the due date.
- C. All final invoices must be submitted by November 20, 2026. Any remaining unspent funds will be disencumbered after November 30, 2026, unless preauthorized by the EDD.
- D. No more than \$1.5 million for compliance and grant administration (e.g., fiscal oversight) is allowed.
- E. All invoices must be submitted using the invoice template provided after the signing of this contract and include:
- Progress Status Report
 - Supporting documentation (i.e., ledgers, receipts, subcontracting receipts) for each charge.

Submit all invoiced and reporting requirements to the email listed below:

Employment Development Department
Central Office Workforce Division
Special Initiatives Support Unit 1
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Email: CERFAdmin@edd.ca.gov

- F. Invoices must be submitted even if there are \$0 expenditures for the reporting month. If \$0 expenditures a detail description must be provided in the progress status monthly report.
- G. Quarterly projected expenditures must be submitted to the EDD by the end of each quarter using the template provided after signing this contract.
- H. Contract amendments to the budget summary are not required for shifts between line items that cumulatively remain under 10% of the total award as last approved. All requests for budget shifts must be submitted to and approved by the EDD.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

2. Withholding of Grant Disbursements

- A. The EDD may withhold all or any portion of the grant funds provided for by this contract in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
- B. The EDD will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- C. In the event that grant funds are withheld from the Grantee, the EDD designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

3. Budget Contingency Clause

- A. 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.

**ATTACHMENT B-1
 BUDGET SUMMARY
 (Standard Agreement)**

Name of Applicant: San Francisco Office of Economic & Workforce Development on behalf of the Bay Area Good Jobs Partnership for Equity
Project Name: Bay Area Jobs First Collaborative

Advanced Payment*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Advanced Payment (percent)	%
Advanced Payment (amount)	\$

Line Item	Expense Item	Administrative Cost	Program Cost	Sub-Contract/Sub-Award Amount (If Applicable)	Total Project Budget	Advanced Payment*
A.	Staff Salaries	\$431,655	\$	\$	\$ 431,655	<input type="checkbox"/>
1.	Number of full-time equivalents (1.33)					<input type="checkbox"/>
B.	Staff Benefit Cost	\$168,345	\$	\$	\$ 168,345	<input type="checkbox"/>
1.	Staff Benefit Rate (percent) (39%)					<input type="checkbox"/>
C.	Staff Travel	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
D.	Operating Expenses	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
E.	Research	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
F.	Data, Planning and Communication Tools	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
G.	Sector Investment Coordinator(s)	\$	\$1,500,000	\$1,500,000	\$1,500,000	<input type="checkbox"/>
H.	Participant Compensation	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
I.	Community Outreach and Engagement	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
J.	Furniture and Equipment					

**ATTACHMENT B-1
 BUDGET SUMMARY
 (Standard Agreement)**

Line Item	Expense Item	Administrative Cost	Program Cost	Sub-Contract/Sub-Award Amount (If Applicable)	Total Project Budget	Advanced Payment*
1.	Small Purchase (unit cost of under \$5,000)	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
2.	Large Purchase (unit cost of over \$5,000)	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
3.	Equipment Lease	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
K.	Sub-Contract(s)/Sub-Award(s)		\$	\$		<input type="checkbox"/>
	BAGJPE Workforce Boards	\$900,000		\$900,000	\$900,000	<input type="checkbox"/>
	Regional Convenor		\$1,000,000	\$1,000,000	\$1,000,000	<input type="checkbox"/>
	Pre-Development Activities		\$9,000,000	\$9,000,000	\$9,000,000	<input type="checkbox"/>
L.	Other (describe):	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
	TOTAL FUNDING**	\$ 1,500,000	\$ 11,500,000	\$ 12,400,000	\$ 13,000,000	
			Total Award		\$ 13,000,000	

Please note:

- A maximum of \$1,500,000 will be allowed for the **Fiscal Agent Administrative Costs**.
- A maximum of \$2,000,000 will be allowed for the **Regional Convenor(s)**.

*Advanced Payment column is only necessary if requesting up to 25% of the total grant request. Note that all funds under Advance Payment must be spent prior to transitioning into reimbursables.

Contract amendments to the budget summary are not required for shifts between line items that cumulatively remain under 10% of the total award as last approved.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Compliance with Laws and Regulations

By signing this Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, and regulations by authorities that have jurisdiction over the projects selected by the Jobs First Collaborative.

2. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Grantee of their responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Grantee. The Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, partners, and subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Agreement. The Grantee's obligation to pay its subcontractors or subgrantees is an independent obligation from the State's obligation to make payments to the Grantee.

The State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or subgrantee.

3. Consultant–Staff Expenses

The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationships with any governmental entity.

4. Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

5. Public Contract Code (Consultant Services)

The Grantee is advised that they have certain duties, obligations, and rights under the Public Contract Code Sections 10335 – 10381 and 10410 - 10412, with which the Grantee should be familiar. These Public Contract Code sections can be viewed at:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

6. Labor Code Compliance

The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.

The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

7. Competitive Bidding and Procurements

The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules must be followed and are available at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

8. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Special Initiatives Support Unit 1 shall complete a written evaluation of the Grantee's performance under this Agreement. If the Grantee did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services (DGS), Office of Legal Services, within five working days of the completion of the evaluation, and to the Grantee within 15 working days of the filing of the evaluation with DGS.

9. Termination Clause

This Agreement may be terminated by the EDD by giving written notice 30 days prior to the effective date of such termination. The EDD reserves the right to take any action that it deems necessary to protect its interests.

10. Advance Work

Should the Grantee begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Grantee's own risk and as a volunteer.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

11. 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.

12. Change in Staffing

All replacements are subject to EDD approval. Switching staff that were identified in the proposal with alternates without prior approval, after execution of this Agreement, are grounds for termination of this contract. The EDD has the right to request removal and/or replacement of staffing resources.

13. Avoidance of Conflicts of Interest by the Grantee

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code Section 87100; see Government Code Section 81000 and Government Code Section 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.
- B. The Grantee shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- C. The Grantee shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Grantee become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended because of this contract, the Grantee must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Grantee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Grantee must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph (d).
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.
- I. All consultants providing work under this agreement shall include a completed Statement of Economic Interests, Form 700 (<http://www.fppc.ca.gov/Form700.html>) at the time of award. For purposes of this contract, consultants are defined as any individual performing work under this Contract. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

14. Travel Clause

The travel and per diem shall be set in accordance with the Grantee's organizational policy. A copy of the policy must be provided to the EDD upon the execution of this agreement. If the Grantee does not have an existing travel policy, they must follow the CalHR Travel Policy.

15. Disputes

If the Grantee is disputing an action of the EDD in the administration of this contract, the Grantee may appeal to the Inter-Agency Leadership Team and Designee. Such appeals shall be filed within 30 calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Inter-Agency Leadership Team, and 3) include any documentation relating to the dispute.

The Inter-Agency Leadership Team and Designee will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the EDD on behalf of the Inter-Agency Leadership Team and Grantee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

16. Monitoring and Audits

The EDD reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and the State may elect to take any action it deems necessary to protect its interests.

The Grantee agrees it shall return any audit disallowances to the State. Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Agreement with respect of all matters connected with this Agreement, including but not limited to, the cost of administering this Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the California State Auditor or the State Controller's Office may conduct a full audit of any or all the Grantee's activities.

The Grantee shall cooperate with the EDD, Labor and Workforce Development Agency (LWDA), Governor's Office of Research and Planning (OPR), and Governor's Office of Business and Economic Development (GO-Biz) regarding the performance of this agreement within the response time requested by the agencies.

The Grantee shall cooperate with EDD, LWDA, OPR, and GO-Biz to provide timely responses to any requests for data and/or reports the EDD, LWDA, OPR, and GO-Biz deem necessary for the oversight of the Catalyst program. The Grantee further understands and agrees that this data will be shared with the EDD, LWDA, OPR, and GO-Biz and any other stakeholders.

17. The Grantee is responsible for the activities identified in the original grant proposal submitted to the EDD, which is incorporated by reference and made a part of this Agreement as if attached hereto.

18. The Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

19. Insurance Requirements

The Grantee agrees to obtain and maintain for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of services specified in this Agreement:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

- A. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code Section 3700 et seq.).
- B. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- C. Motor vehicle liability with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
 - i. 7 or fewer passengers: \$1,000,000
 - ii. 8-15 passengers: \$1,500,000
 - iii. 16+ passengers: \$5,000,000
- D. The State of California, its officers, agents, and employees are included as additional insured, for activities undertaken pursuant to this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- E. Grantee shall submit proof of insurance documents referencing this Agreement number to the EDD electronically.
- F. Grantee shall notify the EDD in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- G. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

20. Indemnification

The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

21. 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 Grantee 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 Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.