

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M101857-7100

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

California Community Foundation

2. The term of this Agreement is:

START DATE

May 1, 2024, or upon final approval, whichever comes 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	8
Attachment A-2	Fiscal and Program Requirements	4
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+ - Attachment B-1	Budget Summary	2
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+ - Exhibit C*	General Terms and Conditions	GTC 04/2017
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+ - 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>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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EDD-7100

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.)

California Community Foundation

CONTRACTOR BUSINESS ADDRESS

717 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Carol Bradford Worley

Steve Cobb

TITLE

Senior Counsel and Charitable Advisor

CONTRACTOR AUTHORIZED SIGNATURE

Carol Bradford Worley

DocuSigned by:

Steve Cobb

DATE SIGNED

4/21/2024

4/21/2024

03F976E934E849A

FBB8C28EF7AA48E

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lauren Prizmich

TITLE

Chief Office of Procurement, Contracting & Admin.

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Lauren Prizmich

Digitally signed by Lauren Prizmich
Date: 2024.05.03 10:35:58 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 section 4.06; CERF Grant per Senate Bill 162 (Statutes of 2021); California Unemployment Insurance Code section 14531

**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 California Community Foundation, 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

California Community Foundation

Attn: Carol Bradford-Worley

717 W Temple Street

Los Angeles, CA 90012

Phone: (213) 452-6233

E-mail: CBWorley@calfund.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.

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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.

EXHIBIT A
SCOPE OF WORK
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- vi. Identify projects in the exploratory, last mile, and ready-to-go categories.
- 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:

EXHIBIT A
SCOPE OF WORK
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- 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;
- 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.

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

- 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. The 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.
- 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.

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

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 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): The 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: The 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): The OPR will manage the design and operations of the program. In addition, the 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): The GO-Biz will provide support with outreach, technical assistance, and capacity building.



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

(Catalyst Program Application PY 23-24)

Catalyst Program Applicant Information	
Instructions: Please complete the table with the information requested.	
Name of Applicant: California Community Foundation	
Applicant Point of Contact	
Name: Maria Garcia	Title: Senior Program Officer
Email: mgarcia@calfund.org	Tel: 213-452-6297
California Jobs First Region: Los Angeles	

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.**



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

Catalyst funds will support pre-development activities for identified exploratory and last mile projects, supported by the research being conducted during the Planning Phase and connected with our regional strategic projects. The HRTC/LA Collaborative will contract with up to five Sector Investment Coordinators (Coordinators) who will work with us to efficiently and effectively implement predevelopment activities to advance five strategic projects throughout the nine HRTC-defined Service Planning Areas (SPAs) that encompass LA County. Coordinators will likely be housed within a parent organization with the administrative capacity to fulfill the scope of work. We will request proposals via an RFP process to select the firm, with the final selection to be determined by the HRTC/LA.

Collaborative Steering Committee. The Coordinators will work closely with the HRTC/LA Collaborative to prescribe the respective project scopes to advance equitable growth within each approved high growth sector. Coordinators will be responsible for working closely with the LA Collaborative to accomplish the following:

1. Ensure that pre-development activities for each Catalyst project prioritize and align with identified and approved high-growth industry sectors that target economic development, meet the equity investment objectives designed by the HRTC/LA Collaborative, and advance the quality job creation, hiring, carbon neutral transition and/or high road job-career pathways goals outlined by the LA Collaborative, CJF Initiative, and the Catalyst Program, including those outlined in the Regional Plan.

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

2. Develop a transparent and equitable process for receiving and evaluating proposed projects for pre-development funding with timelines and metrics, based on Steering Committee-approved categories and evaluation criteria.
3. Create a scoring rubric that aligns with the evaluation criteria and is included in the project solicitation; assess and label these projects as “exploratory,” or “last-mile”; provide the Steering Committee with evaluation results and recommendations; and create an appeals process so that all partners have the opportunity for their projects to be reviewed using an equitable, fair and transparent lens.
4. Liaise with the HRTC/LA Collaborative, workforce and economic development entities and partners, High Road Training Partnerships, and community-based organizations to build an ecosystem for each project around the identified industry sectors.
5. Implement community engagement and outreach strategies in concert with the California Jobs First Outreach and Engagement Manager to share information about how to submit project applications and the evaluation criteria; share profiles on all proposed projects; gather and validate data related to the projects; and obtain stakeholder input to ensure community buy-in on the selected projects.

Pre-development activities may include those described on page 7 of the Catalyst RFP, and involve subcontracting with expert consultants to advance project development. We plan to subcontract with Technical Assistance providers to help partners build their capacity in areas such as estimating project costs and timelines; assistance with procurement; identifying potential regional joint ventures; and identifying and applying for additional funding, including philanthropic, private equity, tax incentives, and other government funding opportunities. We will also encourage our workforce development agency partners to work with employers to create apprenticeship programs in high-road industries that upskill and reskill underserved workers from disinvested communities. These efforts will connect residents to career pathways in sustainable industries.

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

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

The HRTC/LA Collaborative is committed to building an equitable and sustainable economy that fosters long-term economic resilience in the overall transition to a carbon-neutral economy. Our vision is to create high quality jobs and career pathways to high-road and high-quality jobs in sustainable industries that uplift local residents, marginalized populations and disinvested communities.

The Catalyst phase activities will build upon three specific objectives of the HRTC/LA Collaborative Planning Phase: 1) Engage disinvested community members to identify challenges and barriers to achieving economic growth, resiliency, and equitable access to sustaining employment in high growth industries; 2) Gather landscape and formal data through a participatory process to foster solutions and project priorities that can positively impact the economic climate for disinvested and other marginalized residents, and; 3) Identify high-growth sectors and align economic opportunities with

community-driven solutions to develop a regional plan that centers equity while increasing overall access to jobs in the targeted sectors.

By leveraging outreach, engagement and data gathering conducted during the Planning Phase, Catalyst project selection and evaluation will center community needs across the County's nine SPAs. Catalyst funding will support ongoing outreach and engagement with disinvested communities to support residents who have historically lacked access to career pathway opportunities that lead to economic self-sufficiency and mobility. Our continued outreach and engagement efforts will connect employers and business owners in prioritized high-growth industries to representatives from a wide variety of stakeholder groups. This will ensure that quality jobs and career paths in high-growth industries are accessible to our region's most marginalized and disinvested communities.

Sector Coordinators will be responsible for working closely with the HRTC/LA Collaborative to foster the development of the projects and advance the mutual goals of increasing employment among disinvested residents in high-growth and sustainable industries. We will prioritize projects that will combine carbon emission reduction with regional economic development activities. To advance equity, we propose to build in a worker/community ownership component for each project that enables disinvested community members to gain equity participation in a portion of each project, which could create a pathway to building generational wealth. As we develop and implement strategies to approach each respective project, we will ensure that partners are provided the necessary capacity building services and technical assistance they need to be successful.

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.

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

The HRTC/LA Collaborative is representative of diverse stakeholder groups with a governance structure that will help guide, advise, integrate and adapt to the direction of the Catalyst Program activities as necessary to meet the goals and objectives of the program. The shared governance structure includes four primary components: 1) Affinity and Subregional Tables, 2) Hub Leads, 3) Steering Committee, and 4) Stewardship Committee. The governance structure allows for a systematic flow of information and idea sharing through three distinct categories: 1) Community Voice, 2) Steering Committee-based decision-making, and 3) Facilitator.

The HRTC/LA Collaborative Steering Committee, which is composed of elected stakeholder representatives and a subset of the Affinity and Subregional Table representatives, serves as the primary decision-making body for the HRTC/LA Collaborative, with voting authority on major decisions related to the design and implementation of HRTC/LA Collaborative strategies and budgets for the region. The Community Voice is made up of Affinity and Subregional Tables. The Tables are vision setters that consist of 90 SPA-Based community-based organizations who are also micrograntees, 12 Affinity Hub Leads, and 8 Table Partner Leads. The Facilitator is composed of the Stewardship Committee members, which includes the regional convener (LAEDC) and the fiscal agent (CCF). This established governance structure will see through and integrate Catalyst program activities.

During the Planning Phase, the 90 micrograntees will be strategically assigned specific thematic areas within each SPA. These dedicated organizations will work with researchers to collect lived experience data within their thematic area. The Affinity Hubs convene the micrograntees across all nine SPAs in each thematic area and drive regional dialogues on unmet needs, barriers and solutions that can improve access to jobs, economic opportunity and resiliency across the region.

During the Catalyst Phase, we will rely on this data to ensure that community needs are centered in all pre-development activities, while continuing to gather lived-experience data to validate or challenge ongoing findings.

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



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

During the Planning Phase, the HRTC/LA Collaborative is conducting extensive research, data analysis, and community outreach and engagement to provide a truly community-driven and stakeholder-inclusive process. This includes defining, identifying, and meaningfully engaging marginalized populations and disinvested communities in all corners of LA County. We will leverage data findings, geographic mapping, stakeholder mapping, and supplemental data sets, as well as the collected lived experience data from the 90 micrograntees via surveys and other methods to identify any sub-regions or groups of people where data gaps may persist and additional outreach and engagement may be needed. All research will be compiled into a comprehensive report that will inform decision-making going forward.

During the Catalyst phase, we will expand recruitment and onboard new partners from disinvested communities; incorporate their lived-experience data to make informed decisions about which strategic pilot projects the HRTC/LA Collaborative should invest in; and, expand the shared decision-

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

making process to ensure that there is sufficient and balanced representation across the County's nine SPAs. Data collected through our outreach and engagement efforts will assist us in selecting projects that will strengthen the competitiveness, resiliency, and equity of targeted industry sectors, and begin the pre-development activities needed to bring them to fruition.

The Sector Coordinators will collaborate with the California Jobs First Outreach and Engagement Manager to host approximately 30 convenings across the County during the Catalyst project period. Convenings will bring together current and future partners, and the various stakeholder groups and organizations already engaged in the HRTC/LA Collaborative from across LA County's nine SPAs. The purpose of the convenings will be to share information about the selected projects and describe how they will improve our region. The convenings will serve to build community interest in the selected projects and ensure that current and new members of disinvested communities are represented in the selected projects. They will also provide an opportunity for community members to collaborate and integrate projects in specific SPAs that may complement projects in other SPAs.

We are committed to utilizing lived-experience data from disinvested communities to lead our decision-making processes in project selection. We will continue to allocate resources and time to research and data gathering to make decisions that are beneficial to and reflective of the priorities of disinvested communities in the region. This strategy is codified in our bylaws, which states: "To make informed decisions, data and research must guide the HRTC/LA Collaborative's decision-making process. Data and research will be used to launch the direction of decisions, to reverse unsubstantiated decisions initially made without data and research, and to validate or determine final decisions. All data should derive from reputable database sources (governmental, academic, consulting firms, etc). All research should adhere to professional standards, using economic analysts and/or firms."

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



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

Being that each of the nine Service Planning Areas throughout LA County have different challenges, the HRTC/LA Collaborative intends to allocate pre-development dollars equitably across the County's SPAs to be used towards procurement for activities that support exploratory and last mile projects, as determined by the HRTC/LA Collaborative Steering Committee. Equity and inclusion will guide the procurement and project selection process. For example, we propose to earmark a portion of predevelopment dollars to hire grant writing consultants to assist organizations from disinvested communities in applying for Catalyst funds.

The Sector Coordinators will be required to identify and supervise all resources to complete their respective scope of work, with oversight by the HRTC/LA Collaborative Steering Committee. This process should save time in procurement situations and save money from bundling through one source. We will provide technical assistance, such as business readiness courses to assist members of disinvested communities to reasonably participate in Catalyst-related procurement opportunities.

Procurement and project selection will be supported by the additional research we will conduct during the Catalyst phase. The Steering Committee shall provide input and have approval authority in the scoring metrics to ensure that each project addresses the qualitative, quantitative, and lived-data feedback collected from our extensive research and community surveys and meet the overall objectives of the Catalyst program.

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

1. Fiscal Reporting Requirements

The Catalyst Program is a reimbursable grant. The Grantees are required to submit invoices and supporting documentation to receive reimbursement for expenditures incurred. The 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. The 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

The 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, the 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, the Grantees will be required to submit monthly progress status reports which include narrative on the status of the projects.

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

- 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:
- 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.

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

- 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.

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.

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

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.

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

Whereas, on July 22, 2022, California Community Foundation (CCF) and Los Angeles Economic Development Corporation (LAEDC) enlisted each other as partners in partnership to respond to the grant opportunity issued by the State of California's Employment Development Department ("EDD") for the Community Economic Resilience Fund, now known as the California Jobs First Fund, Year 2022-2024 Solicitation for Proposals.

Whereas, on March 1, 2023, the State of California awarded a \$5 million grant to CCF and LAEDC to serve as the fiscal agent and regional convener, respectively, for the Los Angeles region.

Whereas, on September 1, 2023, the State of California invited the CCF and LAEDC to apply for the California Jobs First, Catalyst Program, Year 2023-24 Closed Solicitation for Proposals.

Given these facts, both CCF and LAEDC declare that an extension of their existing MOU is needed and warranted. This revised MOU will only govern the partnership as it relates to the California Jobs First, Catalyst Program. Nothing in this document shall supersede or take precedent over the prior agreement relative to the \$5 million California Jobs First planning grant.

Memorandum of Understanding

This Memorandum of Understanding is made on November 17, 2023 (the "Agreement date") by and between the California Community Foundation, 717 W. Temple St., Los Angeles, CA 90012, hereinafter "CCF" and the Economic Development Corporation of Los Angeles County, 633 West 5th St., Suite 3300, Los Angeles, CA 90071, hereinafter "LAEDC". The parties hereby bind themselves to undertake a Memorandum of Understanding (*Agreement*) under the following terms and conditions:

TERM. The term of this Agreement shall be 36 months or 3 years from the Agreement date unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. CCF and LAEDC are continuing to enlist each other as partners to respond to the grant opportunity issued by the State of California's Employment Development Department ("EDD") for the California Jobs First Fund, Year 2023-24 Closed Solicitation for Proposals.

If awarded the grant from the State of California EDD, both parties agree to fulfill their roles and responsibilities as outlined in this Agreement and under the terms and conditions set forth in the grant agreement with the State of California. For the purposes of this partnership, CCF agrees to serve as the Fiscal Agent and LAEDC agrees to serve as the Regional Convener. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- Work collaboratively to prepare and package the response to the Closed Solicitation for Proposals and submit it to the State of California EDD by the November 30, 2023, 5 PM (PST) deadline.
- Timely respond to any questions or additional documentation requested by the State after submission.
- If awarded the grant, fulfill their roles and responsibilities as outlined in this Agreement and under the terms and conditions set forth in the grant agreement with the State of California.

OBLIGATIONS OF THE PARTIES.

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

The CCF shall perform the following obligations as Fiscal Agent:

Registration with the State of California's System for Award Management (SAM):

The Fiscal Agent will register with SAM prior to submitting the application package and will review and update its SAM registration every 12 months to remain current, accurate, and complete in the SAM database.

Control of the Fund: Deposit the designated funds into a single, interest-bearing account. 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 Principles, other state regulatory requirements, and the direction of the EDD.

Program Ledgers and Monthly Reporting: Contemporaneously 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 Administration and Disbursement of Funds: Enter into sub-agreements with vendors and other third parties to support the identified programs on behalf of the Collaborative and EDD. Any sub-agreements done at the direction of EDD, as directed by the California Jobs First Leadership Team, are subject to EDD approval. Disburse funds in satisfaction of payment obligations under each sub-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 grant. Disbursement of funds in support of additional phases of the implementation of California Jobs First in the defined region must be approved by personnel identified by EDD. Collaboratives must assist EDD with the timely closing out of grants and programs with respect to sub-agreements. Collaboratives must also ensure funding is encumbered and expended by timelines set by EDD.

Equipment and Personnel: Purchase and/or maintain equipment and employ personnel necessary to complete the Fiscal Agent's responsibilities as outlined in the Fiscal Agent Services Agreement. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties necessary under the Agreement.

Audits: Cooperate with EDD and any other state agency exercising lawful authority, or their respective agents, by providing all documentation related to the fiscal agency, promptly upon request.

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

MOUs: Develop and maintain MOUs with internal and external partners, as needed.

Reporting: Prepare and disseminate financial reports on a quarterly basis pursuant to state reporting requirements.

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

Accounts: Maintain 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 EDD.

The LAEDC shall perform the following obligations as Regional Convener:

Identifying resources: Identify resources and connect with partners that provide experience in the development and sustainability of economic recovery models.

Convening: Convene public, private, academic, industry, workforce, labor, and community leaders around a singular vision for an equitable economic transition based on High Road principles. LAEDC must ensure that the HRTC includes balanced representation from:

- Labor organizations
- Employers, businesses, and business associations
- Grassroots and community-based organizations, community organizers, and community members
- Government agencies
- Economic development agencies
- Philanthropic organizations
- Education and training providers
- Workforce entities
- Environmental justice organizations
- Worker centers
- Disinvested communities
- California Native American Tribes
- Other regional stakeholders capable of contributing to the success of the project

Hiring and contracting: Hire or contract and oversee qualified staff to support the Catalyst Program Design, including Sector Investment Coordinators to support with outreach, with support from the state on coordinator job descriptions.

On behalf of the HRTC, the Regional Convener will perform the following activities:

- 1) Continue to expand regional outreach and engagement activities, ensuring inclusion of disinvested communities;
- 2) Continuously update research to keep plans current for future funding opportunities and planning processes;
- 3) Coordinate Implementation Phase application process;
- 4) Highlight and influence collaboration with the GO-Biz Community & Place-Based Solutions team and the U.S. Economic Development Administration;
- 5) Track the projects identified by the HRTC, including applications and awards for additional funding from other sources.

Coordinating: Serve as the central coordinator of economic development plans and future implementation projects related to CERF. Establish a coordinated line of communication among HRTC members to foster stakeholder connectivity. To the extent

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

possible, LAEDC will serve as the primary point of contact between the HRTC and the Fiscal Agent.

HRTC Governance: Alongside HRTC, develop and manage a democratic government structure that shares decision-making and balances the interest of all represented groups.

Communications: Develop and maintain a system to inform the public regarding public convenings, opportunities for public comment, committee meetings, agendas, and actions. Maintain all public records related to meetings, convenings, or events and provide them to the Fiscal Agent as requested by CCF or the State of California.

Reporting: Coordinate and complete outcome and reporting requirements as established by the Interagency Leadership Team and California Jobs First guidelines and regulations.

DEFINITIONS.

- (a) "Fiscal Agent" is defined as the organization responsible for disbursement of funds from the state and responsible for submitting the California Jobs First Solicitation for Proposal.
- (b) "Regional Convener" is defined as the lead organization tasked with organizing an inclusive group of regional stakeholders to form a High Road Transition Collaborative (HRTC) and, with the Fiscal Agent, implement the planning grant in its region.
- (c) "High Road Transition Collaboratives," herein HRTCs or "Collaboratives" is defined as inclusive regional planning groups that consist of balanced and meaningful representation from regional stakeholders. Like a "team of teams," the Collaboratives incorporate existing local planning efforts and organizations from across the region.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

Subject to sub-clause (2) below each party shall treat as strictly confidential all information received or obtained from the other as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) Required by the law of any relevant jurisdiction;
- (ii) The information has come into the public domain through no fault of that party; or
- (iii) The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

RELATION OF THE PARTIES. The nature of the relationship between CCF and LAEDC is that of partners in partnership.

CONSIDERATION. This Agreement is being made in consideration of the following:

Neither CCF or LAEDC will receive payment for work done preparing the grant application.

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

REPRESENTATION AND WARRANTIES. Each party to this Agreement represents and warrants to the other party that he/she/it:

- (a) Has full power, authority and legal right to execute and perform this Agreement;
- (b) Has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) This Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) Shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement if the other party materially breaches a portion of this Agreement and that breaching party fails to rectify such breach within thirty (30) days of receipt of written notice of such breach and request for cure from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to lay claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measure and other restraints as set forth herein.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provisions, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national agencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or in relation to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and retrain orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgement may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

NOTICE. Any notice of communication required or permitted under this Agreement shall be sufficiently given if delivered in person, email, or by certified mail, return receipt requested, to the address and contact person listed below or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

California Community Foundation
ATTN: Maria Garcia
Senior Program Officer, Public Policy & Strategic Partnerships
717 W. Temple St.
Los Angeles, CA 90012
Email: mgarcia@calfund.org

LAEDC
ATTN: Stephen Cheung, President and CEO
633 West 5th St., Suite 3300
Los Angeles, CA 90071
Emails: stephen.cheung@laedc.org

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement and there are not other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SIGNATORIES. This Agreement shall be signed on behalf of the California Community Foundation by Cielo V. Castro, Vice President Public Policy and Civic Engagement and on behalf of the Economic Development Corporation of Los Angeles County by Stephen Cheung, President and CEO and effective as of the date first written above.

**ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)**

California Community Foundation:

By: *Cielo V. Castro*
Cielo V. Castro (Nov 27, 2023 18:55 PST)

Date: Nov 27, 2023

By: Cielo V. Castro, Vice President Public Policy and Civic Engagement

Economic Development Corporation of Los Angeles County

By: *Stephen Cheung*

Date: Nov 22, 2023

By: Stephen Cheung, President and CEO *SC*
Stephen Cheung (Nov 22, 2023 11:18 CST)

MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

MOUbetweenCCF&LAEDC_CatalystGrant_draft

Final Audit Report

2023-11-28

Created:	2023-11-22
By:	Sonia Estrada (sonia.estrada@laedc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_HmhD7QMmdTF9H0zh8fGX71BEiwCCnNI

"MOUbetweenCCF&LAEDC_CatalystGrant_draft" History

-  Document created by Sonia Estrada (sonia.estrada@laedc.org)
2023-11-22 - 0:59:13 AM GMT- IP address: 38.142.228.186
-  Document emailed to Kendal Turner (kendal.turner@laedc.org) for signature
2023-11-22 - 1:00:49 AM GMT
-  Email viewed by Kendal Turner (kendal.turner@laedc.org)
2023-11-22 - 2:57:06 AM GMT- IP address: 172.225.14.7
-  Document e-signed by Kendal Turner (kendal.turner@laedc.org)
Signature Date: 2023-11-22 - 5:18:17 PM GMT - Time Source: server- IP address: 104.28.32.121
-  Document emailed to Stephen Cheung (stephen.cheung@laedc.org) for signature
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-  Email viewed by Stephen Cheung (stephen.cheung@laedc.org)
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-  Document e-signed by Stephen Cheung (stephen.cheung@laedc.org)
Signature Date: 2023-11-22 - 6:14:18 PM GMT - Time Source: server- IP address: 104.28.85.108
-  Document emailed to ccastro@calfund.org for signature
2023-11-22 - 6:14:20 PM GMT
-  Email viewed by ccastro@calfund.org
2023-11-28 - 2:52:57 AM GMT- IP address: 104.47.58.126
-  Signer ccastro@calfund.org entered name at signing as Cielo V. Castro
2023-11-28 - 2:55:04 AM GMT- IP address: 38.104.76.66
-  Document e-signed by Cielo V. Castro (ccastro@calfund.org)
Signature Date: 2023-11-28 - 2:55:06 AM GMT - Time Source: server- IP address: 38.104.76.66

ATTACHMENT A-3
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

✔ Agreement completed.
2023-11-28 - 2:55:06 AM GMT

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 (ie., 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 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 the 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: California Community Foundation
Project Name: LA HRTC Catalyst Program

Advanced Payment*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Advanced Payment (percent)	25%
Advanced Payment (amount)	\$3,250,000

Line Item	Expense Item	Administrative Cost	Program Cost	Sub-Contract/Sub-Award Amount (If Applicable)	Total Project Budget	Advanced Payment*
A.	Staff Salaries	\$1,017,805.52	\$542,007.78	\$0	\$1,559,813.3	<input checked="" type="checkbox"/>
1.	Number of full-time equivalents (9.2)					<input type="checkbox"/>
B.	Staff Benefit Cost	\$305,341.66	\$184,282.64	\$0	\$489,624.3	<input checked="" type="checkbox"/>
1.	Staff Benefit Rate (percent) ()					<input type="checkbox"/>
C.	Staff Travel	\$10,000	\$16,500	\$0	\$26,500.00	<input checked="" type="checkbox"/>
D.	Operating Expenses	\$20,000	\$0	\$0	\$20,000.00	<input checked="" type="checkbox"/>
E.	Research	\$0	\$90,000	\$0	\$90,000.00	<input checked="" type="checkbox"/>
F.	Data, Planning and Communication Tools	\$0	\$41,600	\$0	\$41,600.00	<input checked="" type="checkbox"/>
G.	Sector Investment Coordinator(s)	\$0	\$1,500,000	\$0	\$1,500,000.00	<input checked="" type="checkbox"/>
H.	Participant Compensation	\$0	\$	\$0	\$ 0.00	<input type="checkbox"/>

**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*
I.	Community Outreach and Engagement	\$0	\$75,000	\$0	\$75,000.00	<input type="checkbox"/>
J.	Furniture and Equipment					
1.	Small Purchase (unit cost of under \$5,000)	\$0	\$0	\$0	\$ 0.00	<input type="checkbox"/>
2.	Large Purchase (unit cost of over \$5,000)	\$0	\$0	\$0	\$ 0.00	<input type="checkbox"/>
3.	Equipment Lease	\$0	\$0	\$0	\$ 0.00	<input type="checkbox"/>
K.	Sub-Contract(s)/Sub-Award(s)	\$0	\$9,000,000	\$0	\$9,000,000.00	<input checked="" type="checkbox"/>
L.	Other (Conferences and HRTC operations):	\$146,852.82	\$50,609.58	\$0	\$197,462.4	<input checked="" type="checkbox"/>
	TOTAL FUNDING**	\$ 1,500,000.00	\$11,500,000.00	\$0	\$13,000,000.00	
			Total Award		\$13,000,000.00	

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. Advance payment includes 25% of first allotment of \$13,000,000. Amendment to add the second allotment (\$1,000,000), will include the final approved advance. 25% Advance Payment of \$14,000,000 was approved, pending FY24-25 budget.

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.

ATTACHMENT B-2
ADVANCE PAYMENT PROVISIONS
(Standard Agreement)

1. Advance Payment

The Grantee is required to follow all requirements of Section 11019.1 of the Government Code and cooperate with any audits by the Department of Finance related to the advance payments.

A. The Grantee shall 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.

i. Advanced funds under this program must be placed in a program specific account.

ii. The Grantee shall provide the EDD with information regarding the interest-bearing account, including but not limited to type of account and interest rate(s).

iii. The Grantee is required to submit proof of deposit within 10 days of receiving the advance payment. Proof of check deposit and account information must be submitted electronically to CERFAdmin@edd.ca.gov.

B. The Grantee shall establish procedures to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds.

C. Changes to the approved Advance Payment cost categories require the EDD's review and approval. Requests must be submitted in writing and include a narrative supporting the cost category adjustment and a revised Advanced Payment Budget. Submit to CERFAdmin@edd.ca.gov.

D. If necessary, the EDD may authorize additional advance payments to projects that have spent the initial amount advanced. Projects requesting an additional advance payment will be required to submit a request in writing to the EDD. The request must include:

i. Advance Pay Statement of Need

ii. Project Expenditure Timeline for Advance Pay

iii. Proposed Budget

iv. Proposed Budget Narrative

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E. If the EDD determines that the Advance Pay is not being utilized in accordance with the provisions of this Agreement, or that the Grantee has failed in any other respect to comply with the Advance Payment Provisions, and if the Grantee does not remedy any such failure to the State's satisfaction, the EDD may require repayment of the Advance Payment with interest at the California general obligation bond interest rate at the time the EDD notifies the Grantee.

2. Interest Earned

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 advance payment to the EDD.

A. Earned interest must be reported to the EDD on a monthly basis.

B. The Grantee is required to submit supporting documentation in the form of bank statements for the monthly reported earned interest. Supporting documentation must clearly indicate the amount of interest earned for the reporting month.

C. Accumulated interest is deemed to be grant moneys and shall be used for the program. The Grantee is required to submit documentation to the EDD regarding the use of the accumulated interest. Accumulated interest must be used by or before fully expensing the amount advanced.

D. The use of accumulated interest must be supported at a minimum with the following:

i. Narrative with a description of the use. Narrative must include information on the date of the use, purpose, and rationale.

ii. Invoices and/or support of payment(s). All use of accumulated interest must be supported with proof of expenditures.

iii. Supporting documentation must be submitted to CERFAdmin@edd.ca.gov within 10-days of use.

3. Assignment of Advance Payment Funds to Subrecipients

The Grantees with Advance Payment may provide an Advance Payment option to community-based non-profit organizations or a Native American tribe. The Advance Payment option should aim to reduce barriers in participating in the California Jobs First Initiative.

A. For the request to be considered, subrecipients must adhere to the following minimum requirements at the time of the grant agreement with the Grantee:

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- i. Provide a one-page statement of need for advance pay. Statement must clearly outline barriers to participation and how the advance pay funds reduce such barriers.
 - ii. Provide a Proposed Budget Narrative. Narrative must clearly describe how the advance pay funds will be used by the subrecipient.
 - iii. Provide a Budget Summary outlining the uses of the Advance Payment funds. Summary must clearly outline the budget categories where advance pay funds will be used by the subrecipient.
 - iv. Provide a high-level 6-month spending timeline including anticipated spend down and categories for the projected period of time.
 - v. Demonstrate good standing with the IRS.
 - B. The Grantee may require additional information and/or documentation from subrecipients to assist with the advance payment approval.
4. Grantee Responsibilities of Advance Payments to Subrecipients
 - A. The Grantee is required to review the subrecipient's documentation for advance payment and ensure the request complies with the requirements.
 - i. Review one-page statement of need for advance pay.
 - ii. Review and approve Proposed Budget Narrative.
 - iii. Review and approve Budget Summary outlining the uses of the Advance Payment funds.
 - iv. Review and approve a high-level 6-month spending timeline including the anticipated spend down and categories for the projected period of time.
 - v. Confirm subrecipient's good standing with the IRS.
 - vi. Submit approved package (items 1 to 5) to CERFAdmin@edd.ca.gov within 10-days of the approval.
 - B. The Grantee must establish procedures to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds by the subrecipient.
 - C. The Grantee must provide progress reports on the subrecipient's spend down of advance funds every other month or until the funds are expended.

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- D. The Grantee must provide a progress report to the EDD following the expenditure of an advance payment by a subrecipient that includes a summary or work completed, proof of expenditure, and other associated information.

Regardless of any transfer or assignment of advance payments to subrecipients, the Grantee is responsible for complying with any Advance Payment requirements and for any failures by subrecipients to perform contractual and/or program obligations. All unused funding provided as an advance payment, but not spent down within the Agreement timeline, shall be returned to the EDD.

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1. Compliance with Laws and Regulations

By signing this Agreement, the 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 §§ 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.&itle=&part=2.&chapter=2.&article=4

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

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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.

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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 § 87100; see Government Code § 81000 and Government Code § 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.
- 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).

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- 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 the 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.

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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 the 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 the Grantee, its subcontractors, or its employees engaged in the provision of services specified in this 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 § 3700 et seq.).



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- 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. The Grantee shall submit proof of insurance documents referencing this Agreement number to the EDD electronically.
- F. The 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. The 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.



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