

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>M101619-7100</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>EDD-7100</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Employment Development Department

CONTRACTOR NAME  
Kern Community College District

2. The term of this Agreement is:

START DATE  
May 1, 2024, or upon final approval

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 Reporting Requirements	4
+ Attachment A-3	Memorandum of Understanding	2
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+ Exhibit B	Budget Detail and Payment Provisions	2
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+ Attachment B-1	Budget Summary	2
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+ Exhibit C*	General Terms and Conditions	GTC 11/2022
-		
+ Exhibit D	Special Terms and Conditions	6
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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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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.)

Kern Community College District

CONTRACTOR BUSINESS ADDRESS 2100 Chester Avenue	CITY Bakersfield	STATE CA	ZIP 93301
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PRINTED NAME OF PERSON SIGNING Mike Giacomini	TITLE Chief Financial Officer
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 4/16/2024
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS 722 Capitol Mall	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Lauren Prizmich	TITLE Chief Office of Procurement, Contracting & Admin
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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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.
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**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 Kern Community College District, 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](mailto:adrianac.avalos@edd.ca.gov)

Fiscal Agent

Kern Community College District  
Attn: Mike Giacomini  
2100 Chester Avenue  
Bakersfield, CA 93301  
Phone: (661) 336-4487  
E-mail: [Mike.giacomini@bakersfieldcollege.edu](mailto:Mike.giacomini@bakersfieldcollege.edu)

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.

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.

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**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 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.

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.

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

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- ii. Support the Jobs First Collaborative in cataloguing projects that will support the proliferation of the prioritized industries and enhance high-quality job creation; label these projects as “exploratory” (agreed-upon ideas that are at the very initial phases) and “last-mile” (agreed-upon projects that need the final piece of the puzzle to begin development), or identify projects as non-viable;
  - iii. Work with GO-Biz staff and regional partners to find and apply for state, federal, and private grants;
  - iv. Align Jobs First Collaborative -identified projects with federal funding;
  - v. Liaise with workforce and economic development partners, High Road Training Partnerships, community-based organizations, and others capable of contributing to the success of the project to build an ecosystem around identified industries or sectors;
  - vi. Provide or procure Technical Assistance for Implementation grant applications and administration.
- F. The Jobs First Collaborative must identify projects labeled as “exploratory” or “last mile,” with the intent of identifying viable projects that could become “ready-to-go” or any projects that may be non-viable. These projects must align with existing Regional Investment Initiative priorities of equity, sustainability, job quality and access, economic competitiveness, and economic resilience. Projects must also adhere to federal, program specific Justice40 guidelines. The State, in partnership with Jobs First Collaborative, may provide additional guidance on project requirements, project selection criteria, and project readiness criteria. Pre-development activities include, but are not limited to:
- i. Feasibility studies; market analysis; environmental assessments, surveys, and remediation; site acquisition; site and development plans; project designs; permitting; establishing a regional tax increment financing district (TIF); drafting and negotiating Community Benefits Agreements and Community Workforce Agreements; establishing public-private partnerships, Community Development Corporations and Community Development Financial Institutions; revolving loan funds; joint powers authorities; financial planning (e.g., preliminary budget and construction financing); with the goal of establishing long-term funding opportunities for implementation of Planning Phase regional strategies;
  - ii. Basic environmental infrastructure pre-development, construction, and development of long-term operations and maintenance plans for infrastructure such as: clean water supply systems; wastewater systems; waste disposal systems; pollution control services;

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

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

**6. Required Notices**

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

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

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

**B. Funding Amendments:**

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

**C. Period of Performance Amendments:**

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

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

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

**8. Glossary of Terms**

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



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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.

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 PROJECT NARRATIVE  
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**Catalyst Program Applicant Information**

Instructions: Please complete the table with the information requested.

**Name of Applicant:** Kern Community College District

**Applicant Point of Contact**

Name: Norma Rojas Mora	Title: Executive Director, Government Relations and Development
Email: <a href="mailto:norma.rojas@bakersfieldcollege.edu">norma.rojas@bakersfieldcollege.edu</a>	Tel: 661-395-4382

**California Jobs First Region:** Kern

**Catalyst Program Narrative Questions**

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

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

The Kern Coalition features five subregions, five regional conveners, and a governance council. The Kern Coalition is focused on ensuring sustained equitable economic competitiveness and resilience despite environmental, policy, and economic challenges facing the county. Catalyst funding supports a new way of working, strengthening relationships, ensuring alignment of goals, spurring investments in priority projects to benefit disinvested communities, and resulting in a heightened return on investment by building trust and channels of communication between workforce systems, industry, and disinvested communities.

**How: Kern Coalition Catalyst funds support project pre-development**

The Kern Coalition will ensure that Catalyst Program funds are used to support eligible pre-development expenditures for projects that prioritize equity, sustainability, job quality and access, economic competitiveness, and economic resilience by identifying investment needs, providing capacity building and technical assistance, and adopting a Catalyst proposal scoring matrix.

**Identify - Subregional Investment Needs**

Sector Investment Coordinators (SICs) will:

**ATTACHMENT A-1  
PROJECT NARRATIVE  
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1. Catalog city & county environmental, climate mitigation and adaptation plans and environmental infrastructure needs and projects in each sub-region, including those identified through community planning processes and direct community input.
2. Catalog each subregions' priority industries that minimize or mitigate environmental impacts & resource inputs with or without past presence and offering future growth potential and high-quality jobs for disinvested community members.
3. Catalog each subregions' ability to create high-quality jobs for disinvested community members in new industry sectors that don't negatively impact the environment.
4. Quantify undersupply of high-quality jobs by priority industries including those not yet present in the county.

**Provide - Catalyst Project Pre-Development Capacity-Building & Technical Assistance:**

Sector Investment Coordinators will:

- Provide pre-development capacity-building & technical assistance.
- Coordinate and provide economic development and industry expert pre-development technical assistance on environmental, climate mitigation and adaptation, environmental infrastructure, economic competitiveness, equity, resilience, and sustainability.
- Develop regional roadmaps to address quality jobs demand-supply gaps, by increasing access by disinvested community members.
- Develop regional and sector roadmaps to plan for the creation of high-quality jobs in new environmentally friendly industry sectors.
- Work with Kern HRTC Co-Conveners and stakeholders to address unmet project pre-development needs.

**Regional Awards**

The Kern Coalition Co-Conveners procurement and selection process will include a **request for proposals** that meet the environmental, climate mitigation and adaptation, and environmental infrastructure needs identified and cataloged by the Sector Investment Coordinators (SICs). The SICs, the California Jobs First Kern Coalition Conveners, and the broader Kern Coalition members will develop a Catalyst **Proposal Scoring Matrix** to ensure that projects are scored/ranked and funded based on prioritization of and outcomes to improve or achieve greater equity, sustainability, job quality and access, economic competitiveness, and economic resilience. **Funding is available for the following purposes:**

- Provide financial support for feasibility studies.

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- Allocate funds to promote diverse community engagement to address systemic barriers and foster economic opportunities for underrepresented groups.
- Allocate funds for research and technology innovation to enhance regional economic competitiveness.
- Support high-quality job creation, workforce training, and equal access to employment opportunities.
- Invest in environmentally friendly infrastructure and technology projects to align with sustainable development goals.

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

The Kern Coalition centers and advances the HRTC goals and the California Jobs First Planning Phase objectives through the inclusion of stakeholder perspectives in the procurement and selection of Catalyst pre-development projects that prioritize equity, sustainability, and economic competitiveness, laying the groundwork for sustainable and inclusive economic development, addressing systemic barriers and improving economic opportunities for underrepresented groups, and fostering collaborative and inclusive decision-making processes.

**How: Kern Coalition Catalyst Program Application & Awardee Activities Align**

The Kern Coalition will establish Catalyst application guidelines and scoring matrix that includes the following analyses that address the HRTC goals and California Jobs First Planning Objectives.

**HRTC Goals:** The Kern Coalition ensures that the perspectives of stakeholders such as labor, business, community groups, local governments, metropolitan planning organizations, economic development entities, education institutions, and other key groups in the region are prioritized and centered, thereby transforming how decisions are made by and for our communities, particularly those that are lower-income, communities of color, disproportionately impacted by COVID-19 and other economic disruptions due to market, regulatory, and globalization forces.

**California Jobs First Planning Phase Objective: Kern HRTC Systemic Supports**

The Kern Coalition will invest in the following long-term strategic initiatives to enhance the county's pathways to quality jobs, and thereby creating a new ecosystem of partner organizations that builds on individual strengths and brings together the drivers of workforce and economic development into seamless collaboration:

- **Project Development Infrastructure:** Community-based and non-profit organizations (CBOs/NPOs), who have earned the trust of Kern disinvested communities, and the Employer Innovation Ecosystem will collaborate on the Economic Equity Project (EEP) to bring about an equitable inclusive economy. EEP activities will include:

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- CBOs/NPOs engage community members in California Jobs First subregional collaborative meetings;
- Provide capacity building support (e.g., grant writing, management, data collection, etc.) to develop organizational capacity to serve disinvested communities;
- Enable community members to participate in regional economic initiatives and disinvested community project development;
- Sector Investment Coordinators, reporting to the Kern Coalition Co-Conveners, will provide support for regional projects; and
- Provide technical support to disinvested community project groups.
- **Employer Innovation Ecosystem:** the development of an integrated, industry-driven Employer Collaboratives (EC) to equitably respond to demand-supply gaps. Activities include:
  - The EC will include workforce and economic development (Kern EDC and B3K) representatives to ensure an integrated approach to industry expansion, recruitment, high-quality job creation, and workforce demand-supply gaps.
  - Engage in mid- and longer-term strategic planning to ensure future high-quality jobs, workforce and skills demand-supply gaps are met.
- **Talent Development Infrastructure:** As new high-quality jobs are becoming available, CBOs/NPOs, workforce, and education partners will collaborate to provide readiness, counseling, support, training, and education of impacted and disinvested community members for high-quality job-related work-based learning experiences, education, training, and upskilling for students, under- and unemployed adults, and incumbent workers.

The Kern HRTC will advance the objectives of the California Jobs First Planning Phase and goals of the HRTC through the implementation of these activities to support the development of projects from and benefiting disinvested communities' environmental health, climate mitigation and adaptation, and economic competitiveness and resilience.

**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.**

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The Governance Council will evaluate and vote on which projects will be provided with funding for pre-development activities (as defined in the California Jobs First Catalyst RFA p 7 i, ii, iii) based on the equity, sustainability, job quality and access, economic competitiveness, and economic resilience outcome documentation, estimates, and analyses submitted as part of the application.

Sector Investment Coordinators will support the development of exploratory projects for pre-development support by assisting project groups in developing supporting the documents and analyses listed below.

***Kern Coalition Catalyst Project Metrics***

- **Equity Analyses:** Catalyst applicants must document that their project has / does consider the needs and the interests of diverse communities across the region, with an explicit intention to include populations historically excluded from planning and economic development processes, especially disinvested communities.
- **Sustainability Analyses:** Catalyst applicants must document that their project is focused on self-sustaining, carbon-neutral, climate resilient economic development that addresses the region's need for significant and sustained tax base and permanent, quality jobs and secondary consideration for temporary quality construction and trades jobs.
- **Job Creation, Job Quality, and Access Analyses:** Catalyst applicants must document that their project creates and prioritizes the creation of high-quality jobs that provide a family-sustaining wage, health benefits, a pension, worker advancement opportunities, a safety net, and collective worker input. These jobs are stable, with predictable schedules, and safe working conditions. Catalyst applicants must document how disinvested community members will access upskilling, training, or education to be qualified for the high-quality jobs created by the Catalyst projects.

**Economic Competitiveness and Resilience Analyses:** Catalyst applicants must document that their project focuses on strategies that avoid, withstand, and recover from economic shocks so that the California Jobs First Region can compete effectively in the global economy and deliver prosperity to communities in the region.

The Kern HRTC Governance Council decision-making processes may, on the vote of the Kern Coalition Co-conveners, be adapted to the Catalyst pre-development activities. The following are examples of adaptation strategies that are under consideration:

- A standing or ad hoc working committee will be dedicated to overseeing the allocation and expenditure of Catalyst pre-development funds.
- Equity training for Governance Council members and community members to ensure region wide understanding of equity, climate mitigation and adaptation, economic sustainability, environmental infrastructure, and climate justice.

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- Strategies to include diverse community voices in the Catalyst decision-making process may be adopted to ensure that resources are directed to and address the stakeholders' priorities.
- The Kern HRTC Governance Council may determine, for example, Catalyst phase 1 funding for a market / quality jobs assessment outcome may determine Catalyst phase 2 funding for environmental CEQA/NEPA report.

Integrating Catalyst activities into the existing Kern HRTC co-convenor regional structure, will ensure that Catalyst funded pre-development projects are aligned with the strategic vision of the collaborative, the HRTC goals, California Jobs First Planning Objectives, and regional priority needs.

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

Community-based and non-profit organizations (CBOs/NPOs), as acknowledged trusted messengers and intermediaries, are central to developing the Project Development Infrastructure by expanding outreach, engagement, and shared decision-making by bridging disinvested communities with economic, business, and workforce systems to ensure successful and authentic outcomes for Kern's most marginalized residents, often left out of the public discourse.

Ecosystem investment is critical to reaching the disinvested, supporting the talent pipeline, and ensuring access to good, quality jobs. The vast geographic dispersion of Kern County presents a challenge for nonprofit organizations to conduct critical outreach to communities in need of quality jobs. Across Kern County's 8,163 square miles, the population is roughly evenly divided between urban Bakersfield, and rural communities such as Arvin, Lamont, Shafter, Delano, McFarland, and Taft, among others. As articulated in the California Jobs First Theory of Change, resource inputs are necessary to drive engagement and shared decision making among disinvested community members.

The Kern HRTC Co-conveners, Employer Collaboratives, workforce, and economic development partners (Kern EDC and B3K), CBOs/NPOs, and Sector Investment Coordinators (SICs), will work to support outreach, engagement and shared decision-making by engaging disinvested community members in:

- 1) Creating regional economic development plans (roadmaps) to address existing environmental, climate mitigation and resilience, environmental infrastructure needs and new or existing industry sectors that are environmentally friendly, a good match for regional resources, have a high growth potential, and prioritize a high-quality job workforce.
- 2) Addressing equity gaps, disparities, and inequities by a) providing employer training on how to diversify the workforce and the value of collective worker input, and b) supporting various strategies to ensure disinvested community members' participation and completion of training and education for high-quality jobs with persistent equity gaps; and

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3) Creating access to mid- to high-wage quality jobs for disinvested community members by ensuring the provision of support, work-experience opportunities, training, and navigational support for workforce systems and hiring processes.

The Kern HRTC Co-Conveners will adopt, test, and validate metrics to ensure that outreach, engagement, and shared decision-making strategies and processes are meaningful, effective, and result in significant participation of disinvested community members.

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

The Kern HRTC will prioritize disinvested communities for the Catalyst fund awards through the adoption of a multi-tiered procurement and project selection approach. The Kern HRTC Governance Council is currently prioritizing the development of disinvested communities:

The Kern HRTC will ensure effective and inclusive outreach, engagement, and shared decision-making strategies, services, and supports to disinvested communities throughout each of the five Kern County regions.

The Kern HRTC will ensure the development of and will build the capacity of trusted organizations working in disinvested communities and staffed by disinvested community members by providing organizational technical assistance and leadership training.

Kern HRTC's investments in disinvested communities will support the development of critical Catalyst projects that serve, benefit, and improve disinvested communities, and that minimize or mitigate environmental impacts. The scoring matrix will provide bonus points for project implementation for those projects that don't negatively impact the environment.

In addition, the Kern HRTC Governance Council is considering the adoption of more or more of the following potential procurement and selection strategies (including but not limited to):

- Proposed projects will be evaluated and selected at the sub-regional level. Only proposals that have minimized or mitigated environmental impacts will be eligible for consideration.
- Proposal scoring matrix will ensure disinvested communities' critical projects are prioritized.
- Types of projects will be assigned priority levels or points (e.g., water quality treatment or remediation, toxic substances remediation, etc.) above 100% project score in order to ensure high priority projects in disinvested communities are funded.
- Projects that prioritize quality jobs (family-sustaining wage, health benefits, a pension, worker advancement opportunities, a safety net, collective worker input. These jobs are stable, with predictable schedules, and safe working conditions) will receive priority levels or points to ensure Catalyst funds support the creation of quality jobs.



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

- Projects that document significant contribution to the economic competitiveness and economic resilience of the local and regional community will receive priority levels or points to ensure Catalyst funds provide long-term economic opportunities.
- The Kern HRTC Governance Council will create (% or \$) set asides for each of the 5 subregions to ensure that smaller disinvested communities' Catalyst projects are funded.

The Kern HRTC Council will formally adopt one or more procurement and selection strategies to ensure that Catalyst funds reach and benefit disinvested communities.

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

1. Fiscal Reporting Requirements

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

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

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

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

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

B. Projected Budget Expenditures

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

2. Performance Reporting Requirements

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

**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 the 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. The 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](mailto: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](mailto: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)**

Amendment Number One to the  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
KERN COMMUNITY COLLEGE DISTRICT  
AND

KERN INYO MONO CENTRAL LABOR COUNCIL (KIM CLC)

Reference is made to the Memorandum of Understanding (MOU) between the Kern Community College District ("KCCD"), as the fiscal agent for the Community Economic Resilience Fund, CERF, and Kern Inyo Mono, KIM CLC as a Grantee.

The parties have mutually agreed to amend this agreement as follows:

The previously agreed upon purpose, goals, roles and responsibilities in the Memorandum of Understanding (MOU) will not change. Rather, the effective date and duration on the MOU will and the amount to pay for the Regional Convener Coordinator position as specified by the grant will. Therefore, it is mutually understood that the following will replace "III. Term C, page 2," effective March 6<sup>th</sup>, 2023."

This MOU shall be effective on the date the authorized representatives of all the parties sign it, and it will continue in effect until September 30, 2024, or until duly modified or terminated by the parties. Except as specifically set forth herein, the Memorandum of Understanding (MOU), as hereby amended, shall remain in full force and effect.

The amount to be disbursed is \$160,000, according to the grant budget.

ACCEPTED AND AGREED TO:

Kern Inyo Mono Central Labor Council

BY: Tania Salinas  
Tania Salinas (Jan 26, 2024 12:38 PST)

Name: Tania Salinas

Title: President

Dated: 26 Jan 2024

ACCEPTED AND AGREED TO:

KERN COMMUNITY COLLEGE DISTRICT

BY: Mike Giacomini

Name: Mike Giacomini

Title: Chief Financial Officer

Dated: ~~5/15/2023~~ 1/26/2024

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







# MOU

Final Audit Report

2024-01-26

Created:	2024-01-26
By:	Stephanie Vega (stephanie.vega@bakersfieldcollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvJe0-QK6qm61CI7FT99x1UkzH212DLGL

## "MOU" History

-  Document created by Stephanie Vega (stephanie.vega@bakersfieldcollege.edu)  
2024-01-26 - 6:02:09 PM GMT- IP address: 198.189.4.100
-  Document emailed to t.lu68@yahoo.com for signature  
2024-01-26 - 6:07:51 PM GMT
-  Email viewed by t.lu68@yahoo.com  
2024-01-26 - 6:11:14 PM GMT- IP address: 69.147.86.139
-  Signer t.lu68@yahoo.com entered name at signing as Tania Salinas  
2024-01-26 - 8:38:43 PM GMT- IP address: 50.91.109.209
-  Document e-signed by Tania Salinas (t.lu68@yahoo.com)  
Signature Date: 2024-01-26 - 8:38:45 PM GMT - Time Source: server- IP address: 50.91.109.209
-  Agreement completed.  
2024-01-26 - 8:38:45 PM 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)**. 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](mailto: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 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)**

<b>Name of Applicant:</b> Kern Community College District
<b>Project Name:</b> Kern Coalition (Kern HRTC)

Advanced Payment*	Yes X NO
Advanced Payment (percent)	%
Advanced Payment (amount)	\$

Line Item	Expense Item	Administrative Cost	Program Cost	Sub-Contract/Sub-Award Amount (If Applicable)	Total Project Budget	Advanced Payment*
A.	Staff Salaries	\$515,950.29	\$	\$	\$ 515,950.29	<input type="checkbox"/>
1.	Number of full-time equivalents <b>(2.87)</b>					<input type="checkbox"/>
B.	Staff Benefit Cost	\$345,890.18	\$	\$	\$ 345,890.18	<input type="checkbox"/>
1.	Staff Benefit Rate (percent) ( )					<input type="checkbox"/>
C.	Staff Travel	\$10,000	\$	\$	\$ 10,000	<input type="checkbox"/>
D.	Operating Expenses	\$25,000	\$	\$	\$ 25,000	<input type="checkbox"/>
E.	Research	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
F.	Data, Planning and Communication Tools		\$	\$	\$	<input type="checkbox"/>
G.	Sector Investment Coordinator(s)	\$	\$1,500,000	\$	\$ 1,500,000	<input type="checkbox"/>
H.	Participant Compensation	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
I.	Community Outreach and Engagement	\$	\$1,000,000	\$1,000,000	\$ 1,000,000	<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*
J.	<b>Furniture and Equipment</b>					
1.	Small Purchase (unit cost of under \$5,000)	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
2.	Large Purchase (unit cost of over \$5,000)	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
3.	Equipment Lease	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
K.	Sub-Contract(s)/Sub-Award(s)	\$603,159.53	\$ 9,000,000	\$9,000,000	\$ 9,603,159.53	<input type="checkbox"/>
L.	Other (describe):	\$	\$	\$	\$ 0.00	<input type="checkbox"/>
	<b>TOTAL FUNDING**</b>	\$ 1,500,000.00	\$ 11,500,000	\$ 10,000,000	\$ 13,000,000	
			<b>Total Award</b>		\$ 13,000,000	

Please note:

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

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

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

1. Compliance with Laws and Regulations

By signing this Agreement, 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.&title=&part=2.&chapter=2.&article=4](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4) =

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8)

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

6. Labor Code Compliance

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

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

7. Competitive Bidding and Procurements

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

8. Contractor Evaluation

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

9. Termination Clause

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

10. Advance Work

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

11. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

12. Change in Staffing

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

13. Avoidance of Conflicts of Interest by the Grantee

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 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).

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

- 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 the Grantee.

**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.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

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.).
- 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



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

- 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.

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.



### Agenda Item Details

Meeting	Apr 16, 2024 - Board of Trustees Regular Meeting (Held at Bakersfield College)
Category	7. Business Services -- Approval (Other than Construction): The Business Services items listed below are recommended for approval to authorize the Chancellor or Chief Financial Officer to execute agreements to procure construction services above \$200,000.00 or to procure goods and services other than construction services above \$114,500.00, in accordance with Board Policy 6340. All amounts designated are not to exceed the specified amount unless otherwise noted.
Subject	D. Authorization for Chief Financial Officer to enter into an agreement between the Kern Community College District and the State of California's Employment Development Department (EDD) for implementing the CA Jobs First Catalyst Program. The term is May 1, 2024, through September 30, 2026. The amount payable to the District is \$13,000,000.00, to be deposited into a new Restricted Program fund.
Access	Public
Type	Action
Preferred Date	Apr 16, 2024
Absolute Date	Apr 16, 2024
Fiscal Impact	Yes
Dollar Amount	13,000,000.00
Budgeted	No
Budget Source	New Restricted Program Fund
Recommended Action	Recommended for approval

### Public Content

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 as part of the California Jobs First and the Regional Investments Initiative (formerly CERF).

[M101619-7100 - Contractor Signature.pdf \(1,868 KB\)](#)

### Motion & Voting

Recommended for approval

Motion by Nan Gomez-Heitzeberg, second by Yovani Jimenez.

Final Resolution: Motion Carries

Ayes: Romeo Agbalog, Kyle W Carter, John S Corkins, Nan Gomez-Heitzeberg, Yovani Jimenez, Kay S Meek