

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTOR NAME

Building Skills Partnership

2. The term of this Agreement is:

START DATE

April 1, 2023, or upon final approval

THROUGH END DATE

March 31, 2026

3. The maximum amount of this Agreement is:

Four Million Six Hundred Ninety-Four Thousand Six Hundred Dollars and Zero Cents (\$4,694,600.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Budget Summary	1
+ - Attachment B-2	Budget Narrative	4
+ - Attachment B-3	Supplemental Budget	1
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	Solicitation Background	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Building Skills Partnership

CONTRACTOR BUSINESS ADDRESS

828 W. Washington Blvd.

CITY

Los Angeles

STATE

CA

ZIP

90015

PRINTED NAME OF PERSON SIGNING

Luis Sandoval

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

3/31/2023

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER [REDACTED]	PURCHASING AUTHORITY NUMBER (If Applicable) [REDACTED]
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTING AGENCY ADDRESS

800 Capital Mall, Suite 1022, MIC 45

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Myke Griseta

TITLE

Grants Development Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Myke Griseta

DATE SIGNED

4/5/23

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 Section 4.06

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

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as the CWDB, and Building Skills Partnership, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with the High Road Training Partnerships Resilient Workforce Fund (RWF) Program.
2. The Project Representatives during the term of this Agreement will be:

State Agency

California Workforce Development Board
Attn: Myke Griseta
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Phone: (916) 764-6544
E-Mail: myke.griseta@cwdb.ca.gov

Contractor

Building Skills Partnership
Attn: Luis Sandoval
Address: 828 W. Washington Blvd.
Los Angeles, CA 90015
Phone: (650) 520-4785
E-Mail: lsandoval@buildingskills.org

3. Changes to the Project Representatives will not require an amendment to this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Attachments B-1, Budget Summary, and B-2, Budget Narrative. The total amount of this Agreement shall not exceed Four Million Six Hundred Ninety-Four Thousand Six Hundred Dollars and Zero Cents (\$4,694,600.00).
2. Invoices shall include the **CWDB Contract Number** [REDACTED] and shall be submitted monthly in triplicate, in arrears to:

California Workforce Development Board
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Attn: Samantha Moon

3. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. The Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Agreement.

B. Withholding of Grant Disbursements

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

C. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

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 CWDB has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

D. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

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



**High Road Training Partnerships: Resilient Workforce General Fund (RWF) Program
Budget Summary**

Organization	BUILDING SKILLS PARTNERSHIP
Project Name	Industry-led Career Upskilling in Property Services (3 years)

Line Item						
A.						
B.						
C.						
D.						
E.						
F.	Operating Expenses	\$228,276.00	\$375,000.00	\$603,276.00	SEIU-USWW, Google Support	In Kind
G.	Furniture and Equipment					
	1 Small Purchase (Unit cost of under \$5,000)		\$350,000.00	\$350,000.00	BSP General Funds, Employer contributions to Leadership Training & Education Fund (LTEF), Foundation Grants	Cash
	2 Equipment Purchase (See Supplemental Budget)			\$0.00		
	3 Leased Equipment (See Supplemental Budget)			\$0.00		
H.	Consumable Testing and Instructional Materials		\$18,000.00	\$18,000.00	BSP General Funds, Employer contributions to Leadership Training & Education Fund (LTEF), Foundation Grants	Cash
I.	Training Tuition, Payments/Vouchers			\$0.00		
J.	On-The-Job Training		\$845,000.00	\$845,000.00	BSP General Funds, Employer contributions to Leadership Training & Education Fund (LTEF), Foundation Grants	Cash
K.	Participant Wages and Fringe Benefits		\$0.00	\$0.00		
L.	Support Services		\$300,000.00	\$300,000.00	Foundation Grants, General Funds	Cash
M.	**Contractual Services (must complete Exhibit G)		\$180,000.00	\$180,000.00	BSP General Funds, Employer contributions to Leadership Training & Education Fund (LTEF), Foundation Grants	Cash
N.	**Subrecipient (must complete Exhibit G)		\$100,000.00	\$100,000.00	Evergreen Valley Community College (In-kind)	In Kind
O.	*Indirect costs (complete items 1 and 2 below)			\$0.00		
P.	Other (describe)	\$698,437.50	\$340,000.00	\$1,038,437.50	BSP General Funds, Foundation Grants	Cash
Q.	TOTAL FUNDING**	\$4,694,600.00	\$5,314,595.00	\$10,009,195.00		

** See Exhibit G for definitions for Subrecipient vs Contractors	Total Award	\$4,694,600.00
EDD Directive - Subrecipient vs Contractor Distinctions	***Administrative Costs	\$926,713.50
	Program Costs	\$3,767,886.50

*Indirect Cost Rate must be negotiated and approved by Cognizant Agency, per Appendices III or IV to Uniform Guidance 2CFRPart200.
[EDD Directive - Indirect Cost Rates](#) [2CFRPart200 Appendix III](#) [2CFRPart200 Appendix IV](#)

1	Indirect cost Rate (Percent)	
2	Name of cognizant Agency	

***A maximum of 10% of the total project budget will be allowed for administrative costs.

**ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)**

Director of Airport Training (existing) - Oversee BSP's H RTP replication efforts at LAX and other airports as well as support new sector labor-management outreach and collaboration.		
Airport Workforce Development Coordinator (existing) - Oversee training and labor-management collaboration strategies at LAX.		
LAX Coordinator (existing) - Support program implementation at LAX and lead worker leadership development strategies through BSP's Peer Trainer Program.		
Data Evaluation Specialist (existing) - Oversee H RTP data and evaluation strategies		
Staff Travel <i>List staff traveling, destination/event, and of transportation*</i> <i>Note: Staff Travel is for employees of the subrecipient entity only. Anyone else listed under Staff Travel would be an unallowable cost. Contractors should budget their own travel into their contracts and cannot be included under subrecipient entity travel costs.</i>		
		\$0.00
Operating Expenses <i>Provide breakdown of operating expenses in each of the major line items below (if applicable)</i> <i>*Based on FTE for Program Staff</i>		\$228,276.00
Rent	Rent (35% of yearly costs): \$811/month x 36 months = \$29,196 Utilities (35% of yearly costs): \$360.61 x 36 months = \$12,996	\$42,192.00
Insurance	Broad insurance coverage - property, commercial general liability, workers compensation and employers liability, umbrella liability, nonprofit organization liability, crime and cyber (35% of yearly costs) = \$1,503/month x 36 months =	\$54,108.00
Accounting (Payroll Services) and Audits	External CPA Firm (35% of yearly costs): \$2,584/month x 36 months = \$93,024 Accounting Software - Sage Intacct (35% of yearly costs): \$1,082 x 36 months = \$38,952	\$131,976.00
Consumable Office Supplies		\$0.00
Printing		\$0.00
Communications (phones, web services, etc.)		\$0.00
Mailing and Delivery		\$0.00
Dues and Memberships		\$0.00
Outreach		\$0.00
Furniture and Equipment		\$0.00
Small Amount of Equipment and Furniture Pooled items less than \$5,000 per unit, include cost allocation - list name of item, cost, and quantity		\$0.00
Equipment and Furniture Greater than \$5,000: List name of item, cost, and quantity to be purchased - prior approval required and added to Exhibit G: Supplemental Budget		\$0.00
Leased Equipment Provide a description of what is being leased, length of time and costs See Exhibit G for leasing information		\$0.00
Consumable Testing and Instructional Materials <i>Explain purpose and planned use along with breakdown of individual costs totaling to total line item allocation</i>		\$0.00
		\$0.00

**ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)**

Training Tuition, Payments, Vouchers <i>Detail costs for programs and sector-specific training and certificate programs (include name of organization), as well as training costs for outside training providers (organization/location)</i>	\$0.00
	\$0.00
On-The-Job Training <i>List employers and industries partnering in the OJTs. Employer reimbursements for training by an employer that is provided to a paid participant while engaged in productive work in a job that:</i> <i>a) provides knowledge or skills essential to the full and adequate performance of the job;</i> <i>b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant; and</i> <i>c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</i>	\$0.00
	\$0.00
Participant Wages and Fringe Benefits <i>State planned number of participants to receive wages and benefits and give detail of Work Experience or Transitional Jobs along with breakdown of individual costs totaling to total line item allocation.</i>	\$0.00
	\$0.00
Supportive Services <i>Gas cards, bus passes, housing, or any additional immediate assistance not available through any other source. Describe the specific services you will provide along with the breakdown of individual costs totaling to total line item allocation.</i>	\$0.00
	\$0.00
Contractual Services <i>Providing Goods or Services that are required to conduct a program.</i> <i>Describe services provided by each contractor, cost of individual contract, and name of organization/individual service provider. If the contract needs to be procured, list type of procurement and the estimated date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget .</i>	\$0.00
To determine if an agency is a contractor or subrecipient (below): WSD 18-06 - Subrecipient and Contractor Distinctions	
	\$0.00
Subrecipient <i>Carries out a portion of the program and is required to meet all programmatic compliance requirements.</i> <i>Describe program services provided by each subrecipient, amount of agreement, and name of program service provider. If procurement needs to occur, list type of procurement and the estimated date the agreement will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget.</i>	\$0.00
	\$0.00
Indirect Costs <i>Must have approval of Cognizant Agency.</i>	\$0.00
WSD 18-15 Indirect Cost Rates	
	\$0.00
Other <i>Explain these costs, which do not fit into the specific line item categories above.</i>	\$698,437.50

**ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)**

Admin staff including Executive Director, Finance & HR Manager, Development Director, Grants Accountant, Development Coordinator, Communications & Development Manager, HR Coordinator across the 3 year project.	\$698,437.50
Grant Award Total	\$4,694,600.00

**ATTACHMENT B-3
 SUPPLEMENTAL BUDGET
 (Standard Agreement)**



**High Road Training Partnerships: Resilient Workforce General Fund (RWF) Program
 Supplemental Budget**

Organization	BUILDING SKILLS PARTNERSHIP
Project Name	Industry-led Career Upskilling in Property Services (3 years)

I. Equipment
 List equipment items with a useful life of more than one year and/or with a unit acquisition cost of \$5,000 or more charged to the project. Reference WSD 16-16, WSD 16-10, and WSD 17-08 for equipment purchases. The approval of the budget plan contained in the grant does not constitute approval of the purchase of equipment or request. A separate request to purchase equipment must be submitted to the state for prior approval. If leasing equipment is being considered, it must be include in the procurement analysis. See Leasing Info link below.

[Allowable Costs & Prior Written Approval WSD 16-16](#) [Property - Purchasing, Inventory, and Disposal WSD 16-10](#) [Procurement of Equipment and Related Services WSD 17-08](#) [Leasing Info FAR 7.400](#)

Item Description	Cost Per Item	Quantity	Total Cost	% Charged to Project	Total Cost Charged to Project
TOTAL	\$0.00		\$0.00		\$0.00

Subrecipients and Contractors - Prior to completing Section II and III, review WSD 18-06 to distinguish between the two.
[Subrecipient and Contractor Distinctions WSD 18-06](#)

II. Contractual Services - Providing Goods or Services that are required to conduct a program.
 All contractual services must be competitively procured in accordance with state procurement regulations and policies. See Procurement Standards: [WSD 17-08](#)

Description - Type of Service	Cost	**Service Provider	Type of Procurement
TOTAL	\$0.00		

III. Subrecipient
 A subrecipient does not require procurement if it aligns with the criteria in WSD 18-06. Upon review, the State may determine that a subrecipient is a contractor. If this occurs, procurement would be required.

Program Service Activities	Cost	Agency Name
TOTAL	\$0.00	

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

1. Subcontractors or Grantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the CWDB and any subcontractors or grantees, and no subcontract or grant shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CWDB for the acts and omissions of its subcontractors or grantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or grantees is an independent obligation from the CWDB's obligation to make payments to the Contractor. As a result, the CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or grantee.

2. Consultant-Staff Expenses

The Contractor 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.

3. Public Contract Code (Consultant Services)

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

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

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

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services within five working days of the completion of the evaluation, and to the Contractor within 15 working days of the filing of the evaluation with DGS. (PCC § 10369)

5. Termination Clause

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

6. Advance Work

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

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

7. 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.

8. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWDB. All replacements are subject to the CWDB's approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this Contract. The CWDB has the right to request removal and/or replacement of Contractor resources.

9. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Contractor 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.
- C. In the event that the CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

10. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CWDB.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

11. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

12. Disputes

If the Contractor disputes an action of the CWDB in the administration of this Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from the Contractor 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 Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

13. The Contractor shall cooperate with the CWDB with regard to the performance of this Agreement.

14. The Contractor shall cooperate with the CWDB to provide timely responses to any requests for data and/or reports the CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The Contractor further understands and agrees that this data will be shared with the CWDB and any other stakeholders.

15. The Contractor is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB, which is incorporated by reference and made a part of this Agreement as if attached hereto. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.

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

17. The Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

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

EXHIBIT E
SOLICITATION BACKGROUND
(Standard Agreement)

A link to the solicitation document or relevant statutory language is provided for reference purposes below. Attachments B-1, Budget Summary, and B-2, Budget Narrative are to serve as the control documents for the purpose of this agreement's review by EDD.

Document Title: High Road Training Partnerships Resilient Workforce Fund (RWF) Program

Document Link: <https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/03/H RTP-RWF-Solicitation-FINAL -Accessible.pdf>