



GOVERNING BOARD MEETING MEETING AGENDA

Central Sierra Economic Development District Board of Directors
Thursday, May 16, 2024 (9:30am)

Teleconference (Non-voting Attendees): In-Person (Primary Location):

<https://us02web.zoom.us/j/6067573943>

Phone audio: (669) 900-9128

Meeting ID: 606 757 3943

197 Mono Way, Suite B

Sonora, CA 95370

(209) 588-1150

In-Person (Amador):

1 Prosperity Court

Sutter Creek, CA 95685

(209) 267-5590

In-Person (Calaveras):

7 Main Street

San Andreas, CA 95249

(209) 754-4242

In-Person (Mariposa):

5362 Lemee Lane

Mariposa, CA 95338

(209) 966-3643

In-Person (Alpine):

99 Water St (Board Chamber)

Markleeville, CA 96120

(530) 694-2281

CSEDD Governing Board Members (12):

JPA Member Agency	Elected Board Member	Citizen Board Member
Alpine County	Terry Woodrow, Supervisor	JT Chevallier
Amador County	Frank Axe, Supervisor	Karen Warburton
Calaveras County	Benjamin Stopper, Supervisor	Kathryn Gallino
Mariposa County	Rosemarie Smallcombe, Supervisor	<Open>
Tuolumne County	Jaron Brandon, Supervisor	Robbie Bergstrom
City of Angels Camp	Alvin Broglio, Council Member	
City of Sonora	Suzanne Cruz, Council Member	

1. CALL TO ORDER

1.1. Roll call / Establish quorum

2. ORAL COMMUNICATION

The Public may speak on any item not on the printed agenda. No action may be taken. [Gov. Code § 54954.2(b)(2)]

3. CONSENT AGENDA

The following Consent Agenda items are expected to be routine. They will be acted upon by the District Board at one time. Any Board Member, staff member or interested person may request that any Consent items be removed for discussion.

3.1. Approval of Minutes of the February 15, 2024 CSEDD Governing Board Meeting

4. ACTION ITEMS

4.1. Approve the contract (attached) with TEKsystems to administer and implement the California Public Utilities Commission (CPUC) CASF Rural and Urban Regional Broadband Consortia Grant.

4.2. Approve application for AHEAD \$100,000 grant

5. INFORMATION/DISCUSSION ITEMS

5.1. Director's Report

5.1.1. Introduce new ED Manager, Alex Bloom

5.1.2. CEDS approval

5.1.3. CEDS payment received from EDA!

5.1.4. CASF update

5.1.5. CSEDD member invoices coming soon

5.1.6. Form 700 Reminder

5.2. Update on the CA Jobs First Regional Planning Grant

5.2.1. Additional \$100,000 allocated to CSEDD

5.3. Update on Sierra K-16 Collaborative

5.4. Board member topics of interest (Roundtable)

6. 2024 MEETINGS (all 9:30am – 11:00 am)

August 15, November 14

7. ADJOURN



GOVERNING BOARD MEETING
MEETING MINUTES
Central Sierra Economic Development District Board of Directors
 Thursday, February 15, 2024 (9:30am)

Teleconference (Non-voting Attendees): **In-Person (Primary Location):**
<https://us02web.zoom.us/j/6067573943> 197 Mono Way, Suite B
 Phone audio: (669) 900-9128 Sonora, CA 95370
 Meeting ID: 606 757 3943 (209) 588-1150

<i>In-Person (Amador):</i> 1 Prosperity Court Sutter Creek, CA 95685 (209) 267-5590	<i>In-Person (Calaveras):</i> 7 Main Street San Andreas, CA 95249 (209) 754-4242	<i>In-Person (Mariposa):</i> 5362 Lemee Lane Mariposa, CA 95338 (209) 966-3643	<i>In-Person (Alpine):</i> 99 Water St (Board Chamber) Markleeville, CA 96120 (530) 694-2281
---	--	--	--

1. CALL TO ORDER

1.1. Roll call / Establish quorum

JPA Member	Member Name	Present	Absent
Alpine County Supervisor	Terry Woodrow	X	
Alpine County Citizen Member	JT Chevallier		X
Amador County Supervisor	Frank Axe	X	
Amador County Citizen Member	Karen Warburton	X	
Calaveras County Supervisor	Benjamin Stopper (Chair)	X	
Calaveras County Citizen Member	Kathryn Gallino		X
Mariposa County Supervisor	Rosemarie Smallcombe	X	
Mariposa County Citizen Member	<Open>		
Tuolumne County Supervisor	Jaron Brandon	X	
Tuolumne County Citizen Member	Robbie Bergstrom	X	
City of Angels Camp	Alvin Broglio, Council Member		X
City of Sonora	Suzanne Cruz, Council Member	X	

Guests: Nina Rhodes (Mariposa County), Tom Crosby, Les Fong (SBDC), Bob Adams (SBDC)

2. ORAL COMMUNICATION

None

3. CONSENT AGENDA

3.1. Approval of Minutes of the December 11, 2023 CSEDD Governing Board Meeting
Minutes accepted, (M) J. Brandon, (S) T. Woodrow, ayes carried, 3 absent.

4. ACTION ITEMS**4.1. Election of 2024 Board Chair and Vice-Chair**

Terry Woodrow elected for 2024 CSEDD Chair.

(M) J. Brandon, (S) R. Bergstrom, ayes carried, 3 absent.

Jaron Brandon Elected as Vice Chair.

(M) F. Axe, (S) B. Stopper, ayes carried, 3 absent.

4.2. Approve entering into contract with TEKSystems to administer and implement the California Public Utilities Commission (CPUC) CASF Rural and Urban Regional Broadband Consortia Grant Account (Consortia) funds in compliance with the requirements of the CPUC, pursuant to the Request for Proposals (RFP) <https://www.csedd.org/procurements>.

Karen Warburton requested that the TEKSystems team include some items in the contract scope that were not included in the proposal response (Audit & quarterly meetings). Tom Crosby then asked TEKSystems to what extent can they adapt and support last mile projects. TEKSystems responded that Interviews will be comprehensive and progress reports will give opportunity for more formal sit-downs with stakeholders that will allow for recommendations to be made on last mile. County board members agreed that they will make ISP information and Tilson Reports available. Jaron Brandon suggested that TEKSystems meet with Len DeGroot (Tuolumne County Broadband).

Motion accepted on contingency that missing items be included in contract.

(M) B. Stopper, (S) J. Brandon, ayes carried, 3 absent.

4.3. Approve MLJT hiring an Economic Development Coordinator dedicated to CSEDD projects and executing the CA Jobs First contract.

The board formed a committee to help finalize Economic Development Coordinator wage and job description. The committee will be made up by Jaron Brandon, Terry Woodrow, and JT Chevallier.

Hiring of an Economic Development Coordinator dedicated to CSEDD projects and executing the CA Jobs First contract accepted, (M) J. Brandon, (S) S. Cruz, ayes carried, 3 absent.

5. INFORMATION/DISCUSSION ITEMS**5.1. Update on the CA Jobs First Regional Planning Grant (Sierra Business Council)**

Forestry is going to be joining committee meetings. MLJT will have more updates after next week.

5.2. Update on Eastern Sierra K-16 Planning Grant (Amy Frost)

K16 Grant staff are currently evaluating all submitted proposals. MLJT has submitted 3.

5.3. Board member topics of interest (Roundtable)

- *Suzanne Cruz shared that the Board of Supervisors had their annual budget projections, and they are proposing more dispensaries.*
- *Jaron Brandon shared that Tuolumne County is doing a number of things for housing, like looking into implementing an "objective design standard" and moving towards a pro-housing designation with HCD, which opens up opportunity for more possible funding. He shared that the county is also looking at utility scale solar and other revenue generation projects.*
- *Rosemarie shared that Mariposa received a grant to improve infrastructure across a creek that leads to multi-family housing units. This infrastructure will enable the expansion of the units.*
- *Terry and Jaron suggested that the counties write letters of support for the "COLR" program.*

6. 2024 MEETINGS (all 9:30am – 11:00 am)

May 16, August 15, November 14

7. ADJOURN

AGREEMENT FOR PROFESSIONAL SERVICES
California Advanced Service Funds (CASF) Consortia Grant Implementation

THIS AGREEMENT (“Agreement”) is made and entered into this 20th day of May, 2024, by and between the Central Sierra Economic Development District , a political subdivision of the State of California, (“CSEDD”), and TEKsystems Global Services, LLC, a Limited Liability Company, (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on May 20, 2024 and terminate on December 31, 2025 unless extended as provided by this Agreement.

This Agreement may be extended by written amendment signed by both parties.

2. SERVICES

2.1 Contractor shall perform the services as described in the Statement of Work which is attached hereto and incorporated herein by reference. Contractor shall provide all materials necessary to perform the Services. All Services performed hereunder shall be performed by Contractor in accordance with a SOW.

2.2 SOW shall mean a written document, executed by both parties, that contains the phrase ‘Statement of Work’ in its title. For the sake of clarity, all modifications, changes, or additions to any existing SOW by a Change Order (defined below) shall also be considered within the definition of the term “SOW”.

2.3 Change Order shall mean a written document, executed by both parties, that contains the phrase ‘Change Order’ in its title and further contains the items required by Section 2. 4.

2.4 All modifications, changes, or additions to any existing SOW shall require a Change Order. Either party may initiate the process for a Change Order by submitting a written request to the other party along with an explanation of reasons as to why such Change Order is desirable or necessary. Upon agreement by the parties to the terms and conditions, the Change Order shall be executed by authorized representatives of each party.

(i) Change Order Contents. All Change Orders must contain:

(1) a description of any additional work to be performed and/or changes to the performance required of either party; and

(2) a statement of any pricing that will be modified as a result of the Change Order

2.5 In the event of a conflict between the terms of this Agreement and any subsequent applicable and executed SOW or Change Order, the terms of the applicable SOW or Change Order shall control. In the event of a conflict between the terms of an applicable SOW and any subsequent Change Order, the terms of the Change Order shall control. The SOW or Change Order may, depending upon the nature of the Services being performed by Contractor, include specific terms and conditions that shall modify, amend and supersede the terms and conditions of this Agreement.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount agreed upon in the SOW. The Contractor's compensation is listed in Exhibit B. CSEDD shall pay Contractor within thirty (30) days of receipt of an approved invoice. Contractor shall invoice CSEDD for all reasonable expenses, including but not limited to travel expenses, incurred in accordance with this Agreement and/or any SOW that becomes associated herewith. CSEDD will pay directly or reimburse Contractor for all sales, use or excise taxes, however designated, levied or based, on amounts payable pursuant to this Agreement (or any SOW), including state and local privilege or excise taxes based on gross revenues under this Agreement (or any SOW) or taxes on services rendered or personal property taxes on the systems licensed hereunder.

4. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and

non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, CSEDD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CSEDD

B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. CSEDD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) or equivalent.
- ii. Primary Coverage. For any claims related to this contract, the Contractor's General, Auto, and Umbrella Liability insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects CSEDD its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CSEDD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- iii. Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional Insured, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to

- a loss until the Contractor's primary and excess liability policies are exhausted.
- iv. Notice of Cancellation. Contractor or agent/broker shall endeavor to provide notice of cancellation to CSEDD
 - v. Waiver of Subrogation. Contractor hereby grants to CSEDD a waiver of any right to subrogation which any insurer of said Contractor may acquire against CSEDD by virtue of the payment of any loss under such insurance, excluding Professional Liability. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
 - vi. Self-Insured Retentions. Self-insured retentions must be declared to and approved by CSEDD . Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CSEDD may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CSEDD reserves the right to obtain a copy of applicable endorsements for verification.
 - vii. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CSEDD .
 - viii. Verification of Coverage. Contractor shall furnish CSEDD with original Certificates and amendatory endorsements, effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by CSEDD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
 - x. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this

Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify CSEDD and its officers, officials, employees and volunteers from and against third- party claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with Contractor's performance of Services under this Agreement or its failure to comply with its obligations contained in the Agreement by reason of negligent acts or omissions of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of CSEDD .

If such indemnification becomes necessary, CSEDD Counsel for CSEDD shall have the absolute right and discretion to approve or disapprove of counsel employed to defend CSEDD . This indemnification clause shall survive the termination or expiration of this Agreement.

5. LIMITATION OF LIABILITY

Contractor's (including its Affiliates', agents', and representatives') max maximum aggregate liability arising out of or related to this Agreement or the Services for any claim, whether in tort, contract, or otherwise, shall be limited to the lesser of (i) 12 times the average monthly fee paid by CSEDD to Contractor during the year immediately preceding the claim or (ii) to the amount of fees actually paid by CSEDD to Contractor for the goods or Services which are the subject matter of the claim.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (INCLUDING SUCH OTHER PARTY'S AFFILIATES, AGENTS, AND REPRESENTATIVES) FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR LOST PROFITS, OR FOR ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CONTRACTOR (INCLUDING ITS AFFILIATES, AGENTS, AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY CSEDD'S OR ANOTHER PARTY'S FAILURE TO PERFORM ITS RESPONSIBILITIES ASSOCIATED WITH THIS AGREEMENT. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

6. INTELLECTUAL PROPERTY

Contractor and its affiliates, licensors, personnel, employees, agents, and representatives ("Contractor Group") shall own all patents, trademarks, copyrights, trade secrets, and other intellectual property rights, in and to all Services, software,

technology, deliverables, and materials, that are conceived, utilized, or developed, related to or arising from this Agreement or the Services (collectively "Contractor Work Product").

7. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of CSEDD . Contractor shall obtain no rights to retirement benefits or other benefits which accrue to CSEDD's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not CSEDD . CSEDD shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract, or sublet any part of this Agreement without the express prior written consent of CSEDD . Any assignment without the express prior written consent of CSEDD is VOID.

9. NOTICE

Any and all notices, reports or other communications to be given to CSEDD or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

TEKsystems Global Services, LLC
7437 Race Road
Hanover, MD 21076
Email: legalnotices@teksystems.com

Central Sierra Economic Development District :

CSEDD
197 Mono Way Suite B
Sonora, CA 95370
Phone: (209) 588-1150
Email: ksepelyak@mljt.org

10. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

11. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to CSEDD may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that CSEDD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of Services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the CSEDD. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

13. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

14. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon sixty (60)calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, CSEDD, at its option, may terminate this Agreement by giving sixty (60) days written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required Services under this Agreement.

- D. If CSEDD terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by CSEDD in order to complete the Services in the applicable SOW. In addition, Contractor understands and agrees that CSEDD may, in CSEDD's sole discretion, refuse to pay Contractor for that portion of Contractor's Services which were performed by Contractor prior to the termination date and which remain unacceptable to CSEDD as of the termination date.

15. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

16. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

17. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

19. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

20. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

23. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may

have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

26. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

27. WARRANTY

CSEDD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all Services described in any applicable fully executed SOW(s) shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by CSEDD shall not operate as a waiver or release.

The warranty set forth in this Agreement shall be void where any defects or issues result from: (i) the acts or omissions of persons who are not employees or agents of Contractor, (ii) revisions, modifications, or changes to any Services by the CSEDD (or its agents or representatives) including combination of the Services with other products, services, or technologies, (iii) use of the Services by CSEDD in a manner inconsistent with or contrary to the intended purpose of the Services, or (iv) information or instructions provided by CSEDD (or its agents or representatives).

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. CONTRACTOR MAKES NO CLAIMS, REPRESENTATIONS, OR WARRANTIES REGARDING ANY THIRD-PARTY HARDWARE, SOFTWARE, SYSTEMS OR PRODUCTS LICENSED OR SOLD DIRECTLY TO CSEDD AND CSEDD ACKNOWLEDGES THAT ANY WARRANTIES FOR THIRD-PARTY HARDWARE, SOFTWARE, SYSTEMS OR PRODUCTS ARE MADE SOLELY BY THE OWNERS AND VENDORS OF SUCH THIRD PARTY HARDWARE, SOFTWARE, SYSTEMS, AND PRODUCTS. ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. SOFTWARE AND TECHNICAL INFORMATION IS LICENSED, IF AT ALL, "AS IS" AND WITH ALL FAULTS. THE AGENTS, PERSONNEL AND EMPLOYEES OF CONTRACTOR ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS WARRANTY, OR ADDITIONAL WARRANTIES BINDING ON CONTRACTOR ABOUT OR FOR PRODUCTS WHICH MAY RESULT FROM THIS

AGREEMENT. ACCORDINGLY, ADDITIONAL STATEMENTS FROM AN OFFICER OF CONTRACTOR DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON. THE WARRANTIES SET FORTH IN THIS AGREEMENT AND THE STATUTE OF LIMITATIONS SHALL RUN CONCURRENTLY WITH ANY ACCEPTANCE PERIOD. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE NOT TRANSFERABLE. NO SUIT, LITIGATION, OR ACTION SHALL BE BROUGHT BASED ON THE ALLEGED BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY IMPLIED WARRANTIES MORE THAN ONE YEAR AFTER THE DATE OF DELIVERY.

28. NON-SOLICITATION

CSEDD agrees not to offer employment during the term of this Agreement and for twelve (12) months thereafter to any employee, subcontractor or staff member of Contractor nor hire or use the services of same, either directly or indirectly, without the prior written consent of Contractor.

29. EXPORT CONTROL

CSEDD agrees that it will comply with all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury ("Export Laws"). It shall be CSEDD's responsibility (and not Contractor's) to file Encryption Classification Requests (and CSEDD shall not require Contractor to rely on self-classification of software), request encryption reviews, obtain export permissions, or procure any export licenses, required by applicable law and regulations (including the Export Laws). To the extent any Contractor's employees work on CSEDD premises or on CSEDD's network or systems, CSEDD further assumes responsibility for Contractor's employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this Agreement or applicable SOWs. CSEDD shall be responsible for identifying in writing for Contractor any information, instructions, software, products, services, or positions that involve export controlled data or require Contractor personnel to participate in the export of controlled information and technologies to foreign persons.

30. BANKRUPTCY

To the extent applicable, CSEDD agrees that in the event CSEDD files bankruptcy, (i) to the extent Contractor pays the salary and other direct labor costs of Contractor's employees and contractors it provides to CSEDD and such amounts incurred within 180 days prior to bankruptcy are not paid by CSEDD to Contractor prior to bankruptcy, and/or (ii) Contractor is the assignee of claims held by such Contractor's employees

and contractors against CSEDD for such amounts incurred within 180 days prior to bankruptcy and such amounts are not paid by CSEDD to Contractor prior to bankruptcy, then Contractor has a claim against CSEDD in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

31. FUNDING AVAILABILITY

It is mutually agreed that if the CSEDD budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CSEDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. CSEDD budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by CSEDD budget for purposes of this program, CSEDD shall have the option to either cancel this Agreement with no liability occurring to CSEDD , or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT	CONTRACTOR
By: Dave Thoeny Executive Director	By: [INSERT NAME], [INSERT TITLE]
APPROVED AS TO LEGAL FORM:	
By: Cody Nesper, County Counsel	

Exhibit A
STATEMENT OF WORK



Broadband Program Management

STATEMENT OF WORK **Non-executable Draft**

This Statement of Work ("SOW") is made as of the last date of signature below ("SOW Effective Date") by and between Central Sierra Economic Development District ("CSEDD"), having a place of business at: 197 Mono Way, Suite B Sonora, CA 95370 and TEKsystems Global Services, LLC ("TEKsystems"), a Maryland limited liability company with principal offices at 7437 Race Road, Hanover, MD 21076.

This SOW is governed by and subject to the terms and conditions of the Agreement for Professional Services between CSEDD and TEKsystems Global Services, LLC effective **May 20, 2024** (the "Agreement").

All capitalized terms used in this SOW, but not defined herein, shall have the same meaning ascribed to such term in the Agreement.

As set forth in Section 2 of the Agreement, in the event of a conflict in any terms contained in this SOW and any terms contained in the Agreement, the terms of the SOW shall prevail.

1. Scope and Deliverables

Scope: Description of Work

1. Collaborating with the California public utility commission (CPUC) and other state agencies to engage regional consortia, local officials, Internet Service Providers ("ISPs"), stakeholders, and consumers regarding priority areas and cost-effective strategies to achieve broadband access for all.
 - a. Utilize the CPUC's broadband maps as relevant to the geographical areas.
 - b. Identify the CPUC's mapping data improvements and work with the CPUC to update the data/maps.
 - c. Conduct marketing, outreach, and survey.
 - d. Collaborate with local and state agencies/organizations on broadband data collection for deployment priorities.
2. Identifying potential CSEDD infrastructure projects or potential broadband deployment projects related to new programs created under SB 156 and AB 164, along with other opportunities, where ISPs can expand and improve their infrastructure and service offerings to achieve the goal of reaching 98% broadband deployment in each consortia region.

- a. Gather market data, undertake studies to identify priority areas.
 - b. Identify broadband provider offerings and identify key anchor institutions in consortia areas.
 - c. Develop gap analysis or other relevant analyses.
 - d. Identify CSEDD infrastructure projects.
 - e. Identify other opportunities (i.e., leverage funding, collaborating with other stakeholders).
3. Assisting potential CSEDD infrastructure applicants or potential applicants for broadband deployment projects related to the new programs created under SB 156 and AB 164 in the project development or grant application process.
 - a. Develop and implement cost-effective strategies for broadband deployment.
 - b. Provide information and data about broadband availability and demand aggregation to ISPs; and inform them about CSEDD and assist them in identifying CSEDD project areas.
 - c. Work with ISPs to develop projects and grant applications.
4. Conducting activities that will lead to or that can be reasonably expected to lead to CSEDD infrastructure projects or broadband deployment projects related to new programs created under SB 156 and AB 164, including the Federal Funding Account, Middle-Mile, Broadband Loan Loss Reserve, and Local Agency Technical Assistance.
 - a. Support project permit streamlining.
 - b. Engage stakeholders to better understand and explain regional broadband needs and solutions and providing technical assistance to such entities.
 - c. Conduct an inventory of public assets and aggregate demand.
5. Assisting the CPUC in publicizing requests for wireline testing volunteers in areas, as needed.
 - a. Publicize wireline testing volunteer requests.
 - b. Assist volunteers in wireline testing.
 - c. Collect and analyze available wireline testing data.
6. Assist CSEDD with conducting and submitting annual audit reports, as required.
7. Organize and hold quarterly meetings to apprise the CSEDD as to progress made on the work plan to gain approval to submit to California Advanced Service Funds (CASF), and to seek feedback on the TEKsystems' ability to achieve the goals of CSEDD.

Resource Team

TEKsystems will provide CSEDD with a co-managed team made up of the resources list in Table 1: Resource Team below. This team will perform Broadband Infrastructure support for CSEDD. TEKsystems Program Manager will perform for the team providing general oversight and management of resources and serving as a point of escalation and coordination for CSEDD.

Description
Program Manager
Practice Architect
Delivery Lead

TABLE 1: RESOURCE TEAM

Deliverables and Acceptance

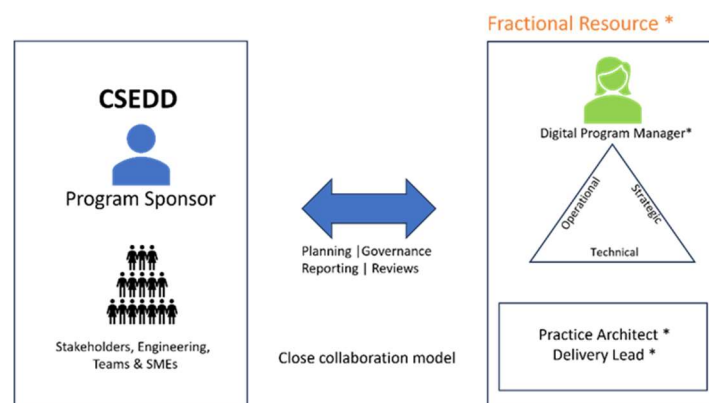
TEKsystems deliverables are limited to the following reporting:

- Monthly Invoice
- CSEDD Broadband Infrastructure Investment Program Report
- GIS Broadband Impact Analysis Report

Frequency of the above reporting deliverables will be mutually agreed upon during the first two (2) weeks of the engagement.

All Reporting Deliverables shall be deemed accepted upon presentation or submission to CSEDD.

Resources



The following three resources will be directly assigned to provide services.

Program Manager

Project management and technical support services to review CPUC eligible project area maps (when released) and compare/contrast to existing map data collected by the CSEDD.

- Lead and assist in implementing digital equity projects and serve as a strategy expert for ongoing programs.
- Establish clear KPIs for projects and ensure continued measurement.
- Act as a central resource hub and oversee projects including the "CSEDD Connected" digital equity coalition, and CSEDD's digital equity seed funding program.

TEKsystems will drive initiatives to improve digital equity such as:

- Serving as an important point of contact for digital equity questions for residents
- Identifying and building future projects, programs, partners
- Leading grant proposals and new programs
- Managing a CSEDD digital equity coalition of stakeholders across the county

Practice Architect

Subject Matter Expertise

- 20+ years of industry experience and technical expertise
- Technical expertise across complex networking, infrastructure, platform, automation, risk & security, and operations engagements
- Support the Engagement Manager (EM) and provide advisory oversight of the technical, process, and methodology aspects of the engagement

Governance and Quality

- Consults on best practices and practice methodology for project execution, including deliverable reviews.
- Advises on deliverable creation and delivery of services by leveraging practice related knowledge
- Supports the QBR process and service improvements for effective client delivery.
- Consults the EM in creating execution strategy and roadmap aligned with engagement deliverables.
- Engages practices architects in other practices as necessary.
- Drives continual service improvement innovations and provides thought leadership.

Delivery Lead

<u>Client Relationship Management</u>	<u>Resource Management</u>	<u>Financial Management</u>
<ul style="list-style-type: none">• Reporting• Status• Communication• Client point of contact	<ul style="list-style-type: none">• HR & personnel management• Time-card & payroll management• Performance and retention management	<ul style="list-style-type: none">• Budget tracking• Time reporting• Budget burn-down• Forecast reporting
<u>Team Coordination</u>	<u>Quality Management</u>	
<ul style="list-style-type: none">• Demand & capacity management• TEKsystems on-boarding• Client specific on-boarding	<ul style="list-style-type: none">• Quarterly business reviews• Resource and team performance	

2. Engagement Schedule and Price

Engagement Schedule

The engagement is expected to be completed by December 29, 2025. The start date will be mutually agreed on by CSEDD and TEKsystems after SOW signature. TEKsystems can typically begin an engagement four to six (4-6) weeks after SOW signature.

Not-to-Exceed Billing

CSEDD's Broadband Program Management engagement will be performed on a not-to-exceed price to be billed monthly at the weekly cost.

TABLE : PRICE SCHEDULE

Services	Weekly Cost	Number of Weeks	Total Cost
Broadband Program Management	\$7,226.67	78	\$563,680.00

Pricing Assumptions

1. If it is necessary to extend the contract past the not-to-exceed, TEKsystems CSEDD will develop and execute a Change Order; if CSEDD alternately chooses to terminate the Services, CSEDD agrees to pay TEKsystems the weekly cost and for any actual travel and living expenses (incurred by TEKsystems) through the termination of the SOW.
2. If necessary, TEKsystems will initiate the Change Order once 80% of the Not to Exceed Budget has been reached.
3. If no Change Order has been executed by the time the not-to-exceed amount is expended, work under this SOW will cease. TEKsystems does not guarantee the availability of resources or the applicability of SOW terms after a lapse in service.
4. Pricing is calculated for a 78-week engagement.

3. Engagement Parameters

Assumptions and Dependencies

The success of this engagement will require close cooperation between TEKsystems and the CSEDD organization. Information provided by CSEDD was used to determine the level of effort and pricing contained in this SOW. The following assumptions and dependencies are associated with the planning and execution of this engagement. Specifically, for this engagement, success will depend on the following:

1. This SOW encompasses only the activities identified in the Scope and Deliverables section of this document. It does not include other CSEDD systems, web page(s), and projects.
2. TEKsystems does not anticipate travel for this engagement. Should travel be deemed necessary and mutually agreed upon by both parties, it will be billed to CSEDD at reasonable and actual rates.
3. CSEDD resources will be available during the engagement and will provide support in relation to scheduling meetings necessary to perform the scope of work.
4. CSEDD authorizes TEKsystems' resources to work remotely off-site within United States, away from a CSEDD location. Work will be performed during regular business hours.
5. CSEDD shall provide TEKsystems resources with a secure VPN connection to CSEDD controlled environments that has reasonable controls in place to prevent, (1) the removal/transfer/copying of CSEDD controlled environments, and (2) the unauthorized disclosure of data in the CSEDD controlled environments. At no time will TEKsystems be storing CSEDD data or information on TEKsystems equipment, systems, or TEKsystems' managed networks.
6. TEKsystems will provide Windows laptops for TEKsystems resources.

7. CSEDD will provide all required email accounts, software, licenses, and any additional hardware.
8. The only constraints would be the availability of a local resource to meet the schedule of the customer.
9. Under the scope of this SOW, TEKsystems will not have access to or requisite control over CSEDD customer data, cardholder data, Personally Identifiable Information (PII), Protected Health Information (PHI), or other sensitive data as defined by CSEDD. If during the course of the engagement, access becomes necessary, a Change Order will be initiated and mutually agreed upon and CSEDD will provide explicit documentation defining specific data, identity and access procedures and will grant access only to the degree necessary to fulfil the obligations of this SOW and will implement any appropriate safeguards.
10. TEKsystems will not have access to production environments and CSEDD shall be responsible for all deployments and/or changes to a production environment. Services will be performed only in a non-production environment(s) and CSEDD will take necessary steps to ensure the data that is provided will be test data or otherwise appropriately obfuscated and exclude any private, confidential, or otherwise sensitive information.
11. CSEDD shall provision and manage all required access to CSEDD networks, environments, and applications to TEKsystems resources.
12. All access and connectivity issues will be resolved by the start date; at that time, all team members must have access to all required resources as needed for project activities. Delays in access and connectivity may require a Change Order.
13. Suitable CSEDD representatives will provide a walkthrough of the features contained within the scope of this initiative to facilitate the analysis.
14. CSEDD will provide:
 - a. Access to CSEDD project management to review priorities, steer the engagement, attend status meetings, and approve engagement deliverables.
 - b. Access to and cooperation from CSEDD development, QA, IT, and business resources.
 - c. Access to all relevant documentation, including business and functional requirements, systems architecture, and design, use cases, etc. necessary for the engagement.
15. Responsiveness of CSEDD team members to TEKsystems requests and issues is anticipated to be within reason so delivery schedules are not adversely impacted. If issues do arise, TEKsystems will escalate to management according to a mutually agreed upon escalation process.
16. CSEDD agrees that the contractual compliance checks shall only apply to those TEKsystems employees/subcontractors retained and employed specifically and solely to perform Services pursuant to this SOW and such contractual compliance checks shall be in accordance with local applicable ordinances. CSEDD acknowledges that TEKsystems full-time personnel have previously cleared a TEKsystems background check and CSEDD agrees that no additional contractual checks will be applicable for these full-time personnel.
17. TEKsystems reserves the right to utilize this engagement to develop a case study and/or other marketing materials describing the Services provided and results achieved under this SOW. CSEDD will work with TEKsystems to capture the results of the engagement. CSEDD shall review and preapprove the case study and/or other marketing materials prior to the utilization by TEKsystems. TEKsystems reserves the right to utilize CSEDD name and logo on TEKsystems website or other materials.

18. The parties agree that this SOW or any subsequent Change Orders may be electronically signed. The parties agree that the electronic signatures appearing on this SOW, or any subsequent Change Orders, are the same as manual handwritten signatures for the purposes of validity, enforceability, and admissibility to the fullest extent of the law, and both parties hereby waive any objection to the contrary.
19. TEKsystems' responsibility as it relates to non-performance of CSEDD third parties is to notify CSEDD of untimely performance or any potential delay in the schedule. TEKsystems shall not be responsible for the acts or omissions of third parties in the performance of services.
20. The estimated project price is valid for thirty (30) days from issue. Written validation must be obtained for consideration to be continued beyond such time.

Conflicts

In the event of a conflict between the terms of an Agreement and any subsequent applicable SOW, the terms of the applicable SOW shall apply. In the event of a conflict between the terms of an applicable SOW and any subsequent Change Order, the terms of the Change Order shall control.

4. Statement of Work Acceptance

IN WITNESS WHEREOF the parties hereto have executed this Agreement called the CSEDD Broadband Program Management Statement of Work as dated herein by their duly authorized representatives and have caused this Agreement to become effective as of the date first above written.

Exhibit B
COMPENSATION

The following cost proposal is a not-to-exceed price to be billed monthly for all hours worked.

Time & Materials (Not to Exceed)	\$563,680.00
Estimated monthly Invoice	\$31,315.55

Pricing Assumptions:

1. Pricing assumes Statement of Work signature by May 31, 2024.
2. Pricing assumes a project start date by June 26, 2024 and end date of December 31, 2025.
3. Pricing is calculated for a 18 month engagement.

FHLBank San Francisco

AHEAD Program



AHEAD Economic Development Grants

Ensuring that people living in lower-income communities have the infrastructure and resources they need to fully participate in a changing economy is an ongoing challenge. Our members and their community partners use Access to Housing and Economic Assistance for Development (AHEAD) grants to help create a brighter, more equitable future for underserved people, neighborhoods, and communities.

AHEAD grants support innovative, targeted initiatives that will create new economic opportunity by expanding proven development models or piloting new interventions. Because of our members' networks and community connections, AHEAD funding can help low- to moderate-income communities by:

<https://www.fhlbsf.com/community-programs/grant-programs/ahead?category=overview>

- Creating or preserving jobs
- Delivering job training or education programs
- Supporting small business, microlending, and microenterprise incubation for low-income entrepreneurs
- Addressing the special economic development needs of at-risk youth, veterans, persons with disabilities, the formerly incarcerated, and tribal communities, among others

The amount of funding for AHEAD is determined by the Bank's board of directors annually. Grants are awarded through a competitive application process and delivered through our [member financial institutions](#).

Eligibility Requirements

AHEAD grants are awarded to nonprofit organizations, local government agencies, and tribal associations engaged in economic development activities to meet diverse local needs in Arizona, California, and Nevada. These organizations should review our program [eligibility requirements](#).

AHEAD Timeline

Applications for AHEAD grants submitted by Bank members will be accepted between May and June each year. The grant recipients are typically announced in September.

Disbursements for AHEAD awards must be made between award announcement in early September and the end of the calendar year in December.

The AHEAD compliance period is 18 months from the time of award in early September.

Definitions

"Member" refers to financial institutions that are members of FHLBank San Francisco. Only [members](#) can submit applications for AHEAD grants, on behalf of a "sponsor" or "project sponsors."

"Sponsor" or "project sponsor" refers to the nonprofit organization, local government agency, or tribal association that will use the AHEAD grant funds. AHEAD grants are delivered through our [members](#).



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Jackson Federal Building, Room 1890
915 Second Avenue
Seattle, Washington 98174
206-220-7660

January 10, 2024

Dave Thoeny, Executive Director
Central Sierra Economic Development District
197 Mono Way, Suite B, Sonora CA 95370

Dear Mr. Thoeny,

EDA Seattle Regional Office staff have reviewed and approved your most recent EDA-funded Comprehensive Economic Development Strategy (CEDS) 2024-2029. The review checklist, with comments, is attached for your reference in preparing a future revision and interim updates.

Please note that each economic development district and Native American tribe funded under EDA's Partnership Planning program is required to prepare a full revision of its CEDS at least once every five years. In the interim a brief CEDS update is required annually in order to keep the document current and relevant. The due dates for future CEDS updates and revisions will be included in the terms and conditions of your applicable EDA Partnership Planning grant awards. EDA staff are ready and willing to assist with these matters.

We commend your organization for its good efforts, and we look forward to working with you as you continue to address the economic development planning and implementation needs of your District.

Sincerely,

JEFFREY A. HAYS
Economic Development Representative- Arizona/Northern California
Seattle Regional Office

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) REVIEW & ASSESSMENT CHECKLIST (for EDA-funded CEDS)

Planning Organization Information

Name:	Central Sierra Economic Development District
Address:	197 Mono Way, Suite B, Sonora CA 95370
POC Name, Title:	Dave Thoeny, Executive Director
POC Telephone, Email:	209-536-4501, dthoeny@mljt.org

Organizational Review & Approval Process (to be completed by Organization)

Strategy committee roster included/attached:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Copy of CEDS provided to affected Regional Commission:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
Dates of public review & comment period (at least 30 days):	Nov 1 to Nov 30, 2023
Date CEDS adopted by organization's governing body:	12/11/2023
Attached documentation of public comment and adoption:	
• Governing body adoption of CEDS (minutes or resolution):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Verification of 30-day public comment on the CEDS:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Copy of all public comments received on the CEDS:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Explanation from the Planning Organization stating how comments were incorporated into the final CEDS:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CEDS self-assessment checklist completed & attached (optional):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EDA Review & Approval Process (to be completed by EDA)

Reviewer Name, Title, RO:	Jeff Hays, EDR, Seattle Regional Office
Reviewer Phone, Email:	206-999-2079 jhays@eda.gov
Date CEDS Received by EDA:	12/20/2023
Date CEDS Review Completed:	1/9/2024
CEDS Review Determination:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Deficient
Date CEDS Review Letter & Checklist Sent to Organization:	1/10/2024
CEDS, Review Letter, & Assessment Checklist Filed at RO:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CEDS Receipt, Review Notification, & Status Entered in OPCS:	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) REVIEW & ASSESSMENT CHECKLIST (for EDA-funded CEDS)

Overview

“A CEDS is a strategy-driven plan for regional economic development. A CEDS is the result of a regionally owned planning process designed to build capacity and guide the economic prosperity and resiliency of an area or region.” This definition comes from the “Comprehensive Economic Development Strategy (CEDS) Content Guidelines: Recommendations for Creating an Impactful CEDS,” published by the Economic Development Administration (EDA) in 2015. It frames the nature and purpose of a CEDS. The checklist below is an optional assessment tool intended to help area/regional development organizations prepare viable strategies that meet EDA’s guidelines. Likewise, it is a tool for EDA staff to use in reviewing and approving a CEDS. Although it is not a required form, it is a useful tool.

Structure

The checklist follows the structure of EDA’s CEDS guidelines. The assessment elements relate to the stated requirements and recommendations contained in the guidelines. **Requirements, which are noted as such, are few. Most of the elements are recommendations.**

Instructions

The following instructions will optimize the use of this checklist for CEDS reviews and self-assessments:

- Check the appropriate box to indicate whether or not the element is present and has been satisfactorily addressed. For certain elements not applicable to the area/region, indicate “NA.”
- Where requested, note the location of the element in the CEDS by showing the section or page number(s) where the topic is addressed.
- Include comments to clarify the review, as needed, or to indicate deficiencies to be addressed, or to acknowledge exemplary treatment of the element.

Self-Assessment

It will be helpful for a CEDS-preparing organization to conduct a self-assessment of its strategy using this CEDS checklist. In so doing, the organization should be able to identify and address deficiencies prior to submitting the document for EDA review and approval. It will also be helpful for the organization to submit a copy of its self-assessment with its CEDS.

References

“Comprehensive Economic Development Strategy (CEDS) Content Guidelines: Recommendations for Creating an Impactful CEDS,” <http://www.eda.gov/ceds/>

EDA Regulations: 13 C.F.R. § 303.7; http://www.eda.gov/pdf/edas_regs-13_cfr_chapter_iii.pdf

CEDS REVIEW & ASSESSMENT CHECKLIST

1. OVERVIEW

In accordance with EDA's regulations and guidelines, the following sections must be included in the CEDS document:

Summary Background	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pgs 2-4 Exec Summary expands on pgs 5-14
	Location:	
SWOT Analysis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pgs 5-20
	Location:	
Strategic Direction/Action Plan	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pgs 21-34
	Location:	
Evaluation Framework	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pgs 35-36
	Location:	

Comments:

Background and Exec summary provide details of region and historical impacts to economies. SWOT analysis is well defined with comprehensive explanations. Strategic Direction has well defined goals with detailed objectives and correlated metrics. Action items framed to provide updates for responsible parties and progress. Priority initiatives also well defined. Evaluation framework duly explains its process and data sources used for metric reporting.

The CEDS must incorporate the concept of economic resilience (i.e. the ability to avoid, withstand, and recover from economic shifts, natural disasters, the impacts of climate change, etc.)

The CEDS meets this requirement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pgs 38-39
	Location:	

Comments: Identifies continued expansion of broadband infrastructure and priority need for improved networks of communication/shared information between public and service agencies.

Established a broad and thorough base line of planning activities to support the above objective and other related disaster prevention goals.

2. CONTENT

The CEDS meets the following general criteria:

It was developed with broad-based community participation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pg 40
	Location:	
It is readily accessible to regional stakeholders.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2024-2029 CEDS CSEDD
	Location:	https://www.nspdc.csuchico.edu/#/ced

It is usable to stakeholders as a guide to the regional economy and for action to improve it.

☒ Yes ☐ No

Location:

Seen through the lens of economic resiliency, the four required elements (see 'Overview' above) logically build upon each other to result in a coherent, targeted document.

☒ Yes ☐ No

Location:

Comments: CEDs addresses resiliency through all four elements with relevant cross connections.

3. FORMAT

The structure and presentation of the information in the CEDS takes the following factors into consideration:

Keeps the audience in mind with respect to the length of the document, the presence of an executive summary, the placement of supporting data, etc.

☒ Yes ☐ No

Communicates creatively by having a professional and appealing look and feel, by including attractive and informative graphics and photos, and by using both hard-copy and electronic formats.

☒ Yes ☐ No

Thinks beyond the document by finding ways to use it to engage stakeholders in meaningful conversations, and to leverage its relevance and use through social media.

☒ Yes ☐ No

Comments: CEDs document was easy to review and provides clear vision.

4. PREPARATION

The preparation of the CEDS included the following key steps and elements:

A strategy committee, which broadly represents the main economic interests of the region, was formed to facilitate the planning process, and to develop and update the CEDS.

☒ Yes ☐ No

Location:

Pg 2 Acknowledgements
and Pg 40

The CEDS documents how the planning organization collaborated with its diverse set of stakeholders in the formation of its strategy committee and the development of the CEDS.

☒ Yes

☐ No

Location:

Pgs 40 and
Pg 56 Appendix C

The planning organization has or will collaborate with EDA and other entities funded by EDA (e.g. University Centers, Economic Development Districts, Tribes) on the development and implementation of the CEDS.

☒ Yes

☐ No

Location:

Comments: none.