

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
M85373-7100PURCHASING AUTHORITY NUMBER (If Applicable)
EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

California Community Foundation

2. The term of this Agreement is:

START DATE

November 1, 2022, or upon final approval

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

\$5,000,000.00 (Five Million Dollars and Zero Cents)

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

Exhibits	Title	Pages
DE 7409	EDD Contract Request Page	4
	Grantee Cover Page	3
Exhibit A	Scope of Work	6
+ - Attachment A-1	Proposal Narrative	20
+ - Attachment A-2	Fiscal and Program Requirements	8
+ - Attachment A-3	Fiscal Agent and Regional Convener MOU	7
+ - Exhibit B	Budget Detail and Payment Provisions	3
+ - Attachment B-1	Proposed Budget	2
+ - Attachment B-2	Advanced Payment	1
+ - Attachment B-3	Allowable Costs and Cost Items and Disallowable Costs	2
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E**	Contractor's Response to Solicitation for Proposal	
+ - Exhibit F**	Community Economic Resilience Fund Program, Program Year 2022-2024, Solicitation for Proposals, May 2022	
+ -	**Items shown with a double asterisk (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto. The document can be viewed in the electronic file M85373-700.	

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

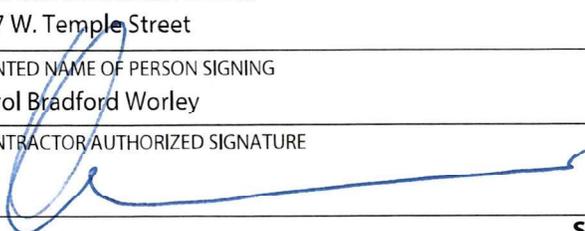
AGREEMENT NUMBER M85373-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

California Community Foundation

CONTRACTOR BUSINESS ADDRESS 717 W. Temple Street	CITY Los Angeles	STATE CA	ZIP 90012
PRINTED NAME OF PERSON SIGNING Carol Bradford Worley	TITLE Senior Legal Counsel		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED Jan. 24, 2023		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS 722 Capitol Mall, MIC 62-C	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Lauren Prizmich	TITLE Chief, Office of Procurement, Contracting & Admin		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Lauren Prizmich  Digitally signed by Lauren Prizmich Date: 2023.03.01 13:28:15 -08'00'	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
SCM Vol. 1 Section 4.06

Contract Request

TO: Contract Services Group, MIC 62-C, Room 2099 Email: AdminBOPSDContractRequests@edd.ca.gov

FROM: Requestor/Title: Le Nguyen Mapson Division/Branch: WSB
(MIC): 69 Phone: 916-654-2985 E-mail: Le.nguyenmapson@edd.ca.gov
(Individual to contact for questions)
Manager's Name: Karen Phone: 916-937-5229

1. Type of Contract Request:

If services are currently being provided, please provide contract no. and term dates.

New Contract

If services are currently being provided:

Prior Year Contract Number: _____ Term Dates: _____

Amendment (Current Contract Number: _____)

Amendment No.: _____ Amendment Amount: \$ _____ Amendment Term: _____

Listed below are approximate lead times needed to prepare your agreement.

- | | |
|--|---|
| <input type="checkbox"/> Interagency Agreement (4 Months) | <input type="checkbox"/> Non-Competitive Bid (7 Months) |
| <input type="checkbox"/> Reimbursable Agreement (4 Months) | <input type="checkbox"/> Leveraged Procurement Agreement (5 Months) |
| <input type="checkbox"/> Services under \$10,000 (2 Months) | LPA No: _____ |
| <input checked="" type="checkbox"/> Subgrant (5 months) | <input type="checkbox"/> Request for Proposal (5 Months) |
| <input type="checkbox"/> Other (Please contact CSG for appropriate lead times) | <input type="checkbox"/> Services Over \$10,000 (5 Months) |

Please ensure intradepartmental timelines are taken into consideration when submitting the DE 7409. Timelines above are based on receipt of DE 7409 to CSG.

Descriptions of the most commonly used types of agreements can be found in [Section 5-5050\(g\)](#) of the Office Management Handbook (OMH)

The contract or amendment must be processed as a Non-Competitive Bid (NCB), if any of the following apply:

- Only **one** Contractor is being allowed the opportunity to bid on the contract/amendment (certain exemptions may apply; contact the Contract Services Group [CSG] for more info).
- Scope of the original contract **significantly** changes (applies to amendments only).
- Total contract dollar amount increases by 30% or more for non-IT contract amendments, or by **any** amount for IT contract amendments.
- Amendment increases both the contract term **and** dollar amount.

If NCB, attach the [DGS NCB Justification Form](#) or the [DGS/OTech NCB Justification Form](#) with your request. (NCBs do not apply to Interagency or Reimbursable Agreements. The DGS form is to be used for all non-IT goods/services agreements. The DGS/OTech form is for use on all reportable telecommunication and IT goods/services agreements. Information on reportable telecommunication and IT good/services can be found in sections 4819.37 and 4819.39 of the [State Administrative Manual](#).)

Detailed Specifications and the Budget Detail must be attached with this request. Failure to attach these items may result in a delay in processing your request.

2. Contract Term:

Begin: 11/01/2022 End: 09/30/2024

3. Total Contract Amount: Firm Estimated

(Including amendment[s]) \$5,000,000.00

4. Type of Service: Subgrant Contract

5. Fiscal Year Breakdown (e.g. FY 2015/16 205/100-04520-734) (Attach additional page if needed)

Fiscal Year	Project Code	Activity Code	Cost Center (5-digit)	Expense Code	Dollar Amount
2021-2022	072	051	03800	833	\$5,000,000.00

6. EDD Contract Monitor: *(This is the person who will oversee the contract.) (Must take Contract Monitor Training)*
 Name: Karen Calderon
 Title: Staff Services Manager II
 Address/MIC: EDD, MIC 50
 City/State/ZIP: Sacramento, CA 95814
 Phone: 916-937-5229 Fax: _____
 E-mail: Karen.Calderon@edd.ca.gov
 Branch: Workforce Services Branch
 Division: Workforce Services Division

7. Contractor Information:
 Firm/Org./Agency: CA Community Foundation
 Address: 717 W Temple Street
 City/State/ZIP: Los Angeles, 90012
 Signatory Authority: Efrain Escobedo
 Title: VP Public Policy & Civic Engagement
 Contact Person Name: Efrain Escobedo
 Phone: 213-413-4130 Fax: _____
 E-mail: EEscobedo@calfund.org
 Federal I.D. No. (State Agencies exempt): 95-3510055

8. What is the purpose of the Contract? *(Why are these services needed? Identify program need or other circumstances making the contract necessary. Explain any special or unusual terms or conditions. Indicate if the services are a mandate, directive, etc.)*

The purpose of the CERF funding is to build an equitable and sustainable economy across California's diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy. A single roadmap for California's economic future is not the right approach given California's size and complexity. Rather, a regional approach, which will account for dynamics like shifting industries and talent pools, better suits the state. CERF will use a highroad approach to economic development to support the creation of quality jobs and equal access to those jobs. A high-road economy favors businesses that invest in their workforces, pay living wages, and engage in environmentally sustainable business practices. Community- and worker-centered inclusive economic planning has never been attempted at this scale. The COVID-19 pandemic demonstrated that our economy did not work for all, so the same approach to economic planning is not an option. Although this process will be new and challenging, including voices that have been traditionally left out of economic planning is critical to achieving equitable outcomes.

Will services involve the sharing of EDD data? Yes No

8a. What is the purpose of the Amendment? *(Why is it needed? What is being amended? Identify program need or other circumstances making the amendment necessary. Explain any special or unusual terms or conditions. Indicate if the services are a mandate, directive, etc.)*

N/A

9. Invoices: Monthly Quarterly Payment Withhold/Deliverables Upon Completion of Work
 Other: _____

Submit Invoices to: (individual who will approve the payment)

Name: Karen Calderon Title: Staff Services Manager II MIC: 50

Department: EDD Phone: 916-937-5229 E-mail: Karen.Calderon@edd.ca.gov

Address: 722 Capitol Mall City/State/Zip: Sacramento, CA 95814

I acknowledge that services have not been started, and services will not begin prior to the execution of the contract.

Contract Request Approval:

10. The services are of such of an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

Justification Detail REQUIRED (Explain why the checked condition(s) apply and why the services cannot be performed by a civil service employee. Include specific and detailed factual information that demonstrates how the contract meets one or more of the conditions specified in GC §19130(b). Provide all documentation that supports the use of this provision. Do not simply recite the statute.)

This is a new contract to CERF funding to build an equitable and sustainable economy across California's diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy. Funding was appropriated in FY 21-22.

Personal Service Contracts \$25,000 or More

Branch Deputy Director's signature must be obtained prior to submission of the DE 7409 to BOPSD for processing.

By signing off on this request, I hereby certify there is no state employee within the EDD or other state agencies that can perform the work as required in this request.

Approved

Disapproved

Javier Romero
(Deputy Director Signature)

Javier Romero, Deputy Director, WSB/DDO
(Printed/Typed Name/Title/Branch)

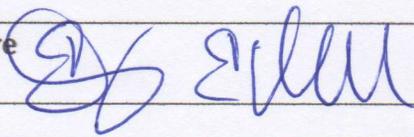
9/26/2022
(Date Signed)



Community Economic Resilience Fund Program
CERF 2022-24
Cover/Signature Page and Executive Summary

EDD Use Only	
Proposal No.	
<input type="checkbox"/> Local Area	<input type="checkbox"/> Non-Local Area

[Community Economic Resilience Fund Program]			
Funding			
Requested Funding \$ 5,000,000		Total Project Amount \$ 5,000,000	
Requested Advance Pay 25%		Total Advance Pay Amount \$ 1,250,000	
Organization (applicant) Name		California Community Foundation	
Address		717 W Temple St.	
City & Zip Code		Los Angeles, 90012	
County		Los Angeles	
Designated Contact Person		Maria Garcia	
Telephone	213-452-6297	Fax	none
E-mail	mgarcia@calfund.org		
Type of Organization (Check One)	<input type="checkbox"/> Comm. Based Org	<input type="checkbox"/> Local Government Agency	<input checked="" type="checkbox"/> Non- Profit
	<input type="checkbox"/> Metro Planning Org	<input type="checkbox"/> CA Native American Tribes or Consortium	
	<input type="checkbox"/> Education Agency	<input type="checkbox"/> District Org. / EDA / Designated Economic Dev. Dist.	
	<input type="checkbox"/> Other (Describe)		
IRS Tax ID Number	EIN-95-3510055	California Tax ID Number	EIN-95-3510055
Unique ID Number	UA24RSPBDQJ3		
Proposal Title	Los Angeles Region HRTC		
Counties Served	Los Angeles County		
Approval of Authorized Representative (Submit two original signature copies)			
Name: Efrain Escobedo		Telephone: 213.413.4130 Email: EEscobedo@calfund.org	

Title: VP Public Policy & Civic Engagement	Signature 	Date 7/23/22
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Applicant Name	California Community Foundation
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Phase 1 Concept Proposal: The Los Angeles Region High Road Transition Collaborative (LA HRTC) is committed to building an equitable and sustainable economy that fosters long-term economic resilience in the transition to a carbon neutral economy. Our vision is of an LA region where disinvested communities become our first priority for investment. We fully support the state's vision for CERF, including each of the CERF objectives of equity, sustainability, job quality, economic competitiveness and resilience, with a primary focus on equity as the key to achieving CERF goals. LA County is the second largest metropolitan region in the country, with more residents living in poverty than any other county, the majority of whom are persons of color. In addition, the LA region experienced profound impacts from the COVID 19 pandemic and has been slower to recover than the rest of the state. These COVID-related burdens have fallen disproportionately on the region's disinvested communities. To address these challenges and build a resilient and sustainable recovery, the LA HRTC will carry out a data driven analysis to: identify how the benefits and burdens of economic development, regional planning and other relevant processes are distributed in and across communities; identify and institutionalize remedies to systemic barriers facing specific groups; identify present-day disparities of sub-populations and high unemployment areas; while confronting the planning, development and decision making processes that are driving existing barriers and creating new levels of inequity. This analysis will inform the development of our plan for the LA region and will be integral to the design of our governance structure and outreach and engagement strategies.

Collective Partnership Agreement Partners: AFL-CIO, AI LA Community, Alliance in Mentorship/MiMentor, Alliance for a Better Community, AltaSea, American Indian Chamber of Commerce of CA, Arts for LA, ArroyoWest, Association of CA Symphony Orchestras, Back to the Basics Community Empowerment, Banner Capital Advisors, Better Youth, Biocom CA, Bloom Energy, BioscienceLA, BizFed, BizFed Institute, BRIC Foundation, Building Skills Partnership, Business Resource Group, CA Community Economic Development Association, CA Manufacturing Technology Consulting, Carson Chamber of Commerce, Cedars-Sinai, Centinela Valley Union High School District, City of Glendale, City of LA Economic and Workforce Development Dept, City of Palmdale, City of South El Monte, Climate Resolve, Coalition for Responsible Community Development, College of the Canyons, Compton Chamber of Commerce, Compton Entertainment Chamber of Commerce, Communities In Motion, Community Build, Community Health Councils, Compton College, County of LA Department of Economic Opportunity, CSU Dominguez Hills, CSU5 ReLAY Institute (CSUN), Dakar Foundation, Economic Resources Corporation, Emerald Cities Collaborative, Entrepreneur Educational Center Inc, Faith and Community Empowerment, Forgotten Images, FormLA Landscaping, Gardena Valley Chamber of Commerce, Global Green, Goodwill Southern CA, GRID Alternatives Greater LA, Greater LA African American Chamber of Commerce, Hospitality Training Academy, Hub Cities Consortium, Industry Business Council, Institute for Sustainable Development, Korean Resource Center, Jobs to Move America, Killian Communications, Koreatown Immigrant Workers Alliance, Koreatown Youth & Community Center, LA Area Chamber of Commerce Foundation, LA Brotherhood Crusade – Black United Fund, LA Business Council, L.A. Care, LA City Civil + Human Rights and Equity Department, LA Conservation Corps, LA Cleantech Incubator, LA County Federation of Labor, LA LDC, LA Mayor's Office, LA Regional Consortium, LA Regional Reentry Partnership, Larta Institute, Latino Coalition, Local Initiatives Support Corporation LA,

Los Angeles Region HRTC
Cover/Signature Page

Lynwood Unified School District, National Association of Women Business Owners LA, New Ways to Work, Pacific Asian Consortium in Employment, Pacoima Beautiful, Pasadena City College, PledgeLA, Pomona Economic Opportunity Center, Reignite Hope, San Gabriel Valley Economic Partnership, San Gabriel Valley Regional Occupational Program, Santa Monica College, SELACO WDB, South Bay WIB, Southeast LA Collaborative, Southern CA Association of Governments, Southern CA Edison, The Center by Lendistry, The Chrysalis Center, The Energy Coalition, The Greater LA Education Foundation, The Reverence Project, UCLA, UNITE-LA, United Food and Commercial Workers Local 770, University of La Verne, Urban Movement Labs, USC, USC Center for Economic Development, U.S. Green Building Council–LA, Valley Industry & Commerce, Veterans Chamber of Commerce, Verdugo WDB, Vermont Slauson Economic Development Corporation, Vic James Center **Additional Regional Stakeholders:** Active San Gabriel Valley, Centro CHA, Communities for a Better Environment, Inclusive Action for the City, Labor Network for Sustainability, LA Alliance for a New Economy, Sierra Club, Social Justice Learning Institute, South LA Transit Empowerment Zone, Strategic Concepts in Organizing and Policy Education.

Project Description: The Fiscal Agent and Regional Convener for the LA HRTC are California Community Foundation (CCF) and The Economic Development Corporation of Los Angeles County (LAEDC), two highly respected leaders with extensive experience convening and supporting collaborative and economic development processes in the region. The project will invest significant resources in research activities, working in partnership with disinvested communities to develop CERF regional benchmark data related to economic development; labor market and industry cluster analysis; public health; climate and environmental impacts; and ethnic, gender and tribal data analysis. This data will be used to develop CERF Regional Indices aligned with CERF values of equity, sustainability, job quality, economic competitiveness and resilience, which will inform strategy development by the LA HRTC. The governance model for the project includes the following: (A) Affinity and Subregional Tables that facilitate planning input from all stakeholders; (B) Affinity Hub Leads and Partner Table Leads that will coordinate and gather information from the Affinity and Subregional Tables; (C) a Steering Committee with a supermajority of members representing disinvested communities, tasked with decision-making regarding HRTC strategies, and (D) a Stewardship Committee focused on implementation of decisions made by the Steering Committee.

Outreach and Engagement Plan: The LA HRTC Outreach Plan uses an “uplift all voices approach” anchored in affinity based subgroups that are made up of disinvested communities to ensure that all constituents have an equitable opportunity to participate in the planning process. These subgroups include the SFP mandatory stakeholders, as well as representatives from community-based grassroots organizations who focus on specific sub-populations of disinvested communities. This approach ensures that no subgroup’s needs are outweighed by others and provides an opportunity for subgroups to engage with residents and constituents through a more focused effort. The commitment to equitable participation is reflected in the LA HRTC budget, which dedicates 50 percent of its funding to Outreach and Engagement activities. Twelve Hubs and 8 Partner Table Leads will be funded to coordinate and convene residents from disinvested communities across the CERF region to gather input and review data regarding assets and needs. In addition, microgrants will be provided to 90 CBOs representing the most critical undervoiced communities in the region, to support their participation in Outreach and Engagement activities.

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and California Community Foundation, hereinafter referred to as the Fiscal Agent, for the purposes of advancing the Community Economic Resilience Fund (CERF) Program. The purpose of the CERF funding is to build an equitable and sustainable economy across California's diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy.
2. The project representative during the term of this agreement will be:

State Agency

Employment Development Department
Attn: Karen Calderon
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Phone: (916) 937-5229
E-Mail: Karen.Calderon@edd.ca.gov

Fiscal Agent

California Community Foundation
Attn: Efrain Escobedo
717 W Temple Street
Los Angeles, CA 90012
Phone: (213) 413-4130
E-mail: EEscobedo@calfund.org

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

3. Phase 1 - Planning Phase Glossary of Terms

Planning grants are awarded to one High Road Transition Collaborative and are administered jointly by the Fiscal Agent and Regional Convener.

High Road Transition Collaborative (HRTC or Collaboratives): Inclusive regional planning groups that consist of balanced and meaningful representation from regional stakeholders. Like a "team of teams," the Collaboratives incorporate existing local planning efforts and organizations from across the region.

Fiscal Agent: The Fiscal Agent legally and financially represents the HRTC throughout Phase I. The Fiscal Agent is responsible for disbursement of funds from the state.

Regional Convener: The lead organization tasked with organizing an inclusive group of regional stakeholders to form the HRTC and, with the Fiscal Agent, implement the planning grant in its region.

CERF Leadership Team: The Inter-Agency Leadership Team is responsible for planning, oversight, and decision-making for the CERF program.

4. Phase 1 – Planning Phase Fiscal Agent and Regional Convener Responsibilities

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

CERF grants are intended to support a coalition of members working together in the interests of their respective region. Applications for planning grants should include both a Fiscal Agent and a Regional Convener role, which hold equal importance and value. A single organization may serve as both Fiscal Agent and Convener if it meets all desired qualifications. The attached memorandum of understanding (MOU) between the Fiscal Agent and Regional Convener as Exhibit A-3 demonstrates the commitment of working together and understanding the roles and responsibilities, which are outlined as follows:

Responsibilities of the Fiscal Agent

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

Control of the Fund: Deposit any funds received as an advance payment into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and the recipient shall report interest earned on the advanced payment to the administering state agency. Establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by the EDD according to Generally Accepted Accounting Procedures, other state regulatory requirements, and the direction of the EDD.

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

Sub-Contract Administration and Disbursement of Funds: Enter into sub-agreements with vendors and other third parties to support the identified programs on behalf of the Collaborative and EDD. Any sub-agreements executed at the direction of EDD, as directed by the CERF Leadership Team, are subject to EDD approval. Disburse funds in satisfaction of payment obligations under each sub-agreement. The Fiscal Agent shall disburse funds based upon invoices reviewed and approved by the personnel designated by the lead applicant when in support of Phase 1 of the grant. The Fiscal Agent must assist EDD with the timely closing out of grants and programs with respect to sub-agreements. The Fiscal Agent must also ensure funding is encumbered and expended by timelines set by EDD.

Equipment and Personnel: Purchase and/or maintain equipment and employ personnel necessary to complete the Fiscal Agent's responsibilities as outlined in the Fiscal Agent and Regional Conveners responsibilities and in Attachment A-3, including the above noted web-based accounting platform. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties necessary under Appendix C of the Solicitation for Proposal (SFP).

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

EXHIBIT A SCOPE OF WORK (Standard Agreement)

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

Memorandum of Understandings (MOUs): Develop and maintain MOUs with internal and external partners, as needed. MOUs must be provided to the EDD upon request.

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

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

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

Responsibilities of Regional Convener

Regional Conveners are entities that are uniquely positioned to engage and unify stakeholders to promote High Road Transition models that help address the challenges that inequity, global economic shifts, and climate change have created. The responsibilities of HRTC members that will serve as the Convener will include, but are not limited to:

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

Convening: Convene public, private, academic, industry, workforce, labor, and community leaders around a singular vision for an equitable economic transition based on High Road principles,

Hiring and contracting: Hire or contract and oversee qualified coordinator(s) to support with outreach, with support from the state on coordinator job descriptions,

Coordinating: Serve as the central coordinator of economic development plans and future implementation projects. Establish a coordinated line of communication among HRTC members to foster stakeholder connectivity and between the HRTC and the Fiscal Agent to accelerate collaboration and support.

The Convener for the planning project must also ensure that the HRTC includes balanced representation consistent with California Unemployment Insurance Code section 14531 (c)(4), including, but not limited to:

- Labor organizations
- Employers, businesses, and business associations
- Grassroots and community-based organizations, community organizers, and community members
- Government agencies
- Economic development agencies
- Philanthropic organizations
- Education and training providers
- Workforce entities

EXHIBIT A SCOPE OF WORK (Standard Agreement)

- Environmental justice organizations
- Worker centers
- Disinvested communities
- California Native American Tribes
- Other regional stakeholders capable of contributing to the success of the project.

Collaboration with the Evaluation team: An independent team, selected through the CERF Program Evaluation PY 22-23 SFP will conduct a developmental evaluation to explore the success of the CERF program and the HRTCs. Awardees must collaborate with and be responsive to the process evaluation team. This includes providing information to the evaluators, allowing the evaluators to join meetings or sessions for information gathering purposes, and joining partnership sessions for planning, discussion, or technical assistance.

Communities of Practice: Collaboration across regions will be required to create collectively a more resilient statewide economy that brings equal opportunities to every region. Awardees will be required to participate in Communities of Practice meetings. These convening's will ensure progress, share best practices and lessons learned across the regions, and provide technical assistance by the state.

5. Inter-Agency Roles and Responsibilities

The success of the CERF program will require the interagency team comprised of the California Labor and Workforce Development Agency (LWDA), the Office of Planning and Research (OPR), and the Governor's Office of Business and Economic Development (GO-Biz) to collaborate on a wide range of activities related to the management, design, oversight, and administration of the program. Throughout the life of the program, the EDD, the OPR, and the GO-Biz (CERF Team) will participate in regularly scheduled reporting meetings to discuss stakeholder input, agendas, policy recommendations and program guidelines. Each agency is tasked with a different responsibility ranging from grant administration, program design, and technical assistance. Below are brief descriptions of the responsibilities of each agency:

Employment Development Department (EDD): EDD's Workforce Services Branch (WSB) shall be responsible for the management and execution of all grants and contracts including the administration of and accountability for both the planning and implementation grants.

Contracting:

- Monitor contract execution WSB (Primary)
- Prepare contract packages and execute them

Invoicing:

- Confirmation/receipt of submission of invoices
- Collect and review invoices; once approved and signed, send to Admin for payment
- Confirmation/receipt of submission to Admin
- Monitor Payment Drawdown

Grant Close-Out:

- Grant Close-Out (with EDD)
- Draft Close-Out Report
- Close-Out Review – Contract and Fiscal

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

- Close-Out Review – Data/Evaluation

Technical Assistance:

- Facilitate administrative grant orientation
- Distribute administrative guidance
- Distribute reporting and invoicing forms

Communities of Practice – all participate in project engagement:

- Send a representative to meetings
- Provide the monthly report with updates on the status of the grant to the CERF Team
- Physical and/or Virtual Gatherings
- Webinars
- Best Practices/Briefs/Collateral

The Governor’s Office of Planning and Research (OPR): OPR will manage the design and operations of the program in addition to providing technical assistance to support and guide processes and deliverables for Phase I.

Onboarding

- Facilitate Grant Program Orientation for grantees
- Distribute Grant Guidance
- Field Onboarding/1:1 Intro Calls Field Specialist(s)

Field Work & Technical Assistance:

- Field Work in support of grants
- Technical Assistance (TA) Management

Communities of Practice – all participate in project engagement:

- Send a representative to meetings
- Provide the monthly report with updates on the status of the grant to the CERF Team
- Physical and/or Virtual Gatherings
- Webinars
- Best Practices/Briefs/Challenges

Program Management:

- Technical Review of Progress Status Reports (PSR) and Quarterly Narrative Report (QNR)
- Draft guidance and template for reporting
- Review/analysis of deliverables
- Review/verify data collection and/or supplemental reporting
- Review/analysis of subject specific content
- Review for TA needs
- Collaborate with EDD and GO-Biz for meetings with the grantees

The Governor’s Office of Business and Economic Development (GO-Biz): GO-Biz will support with outreach, technical assistance, and capacity building.

Onboarding

- Facilitate Grant Program Orientation for grantees
- Distribute Grant Guidance specific to GO-Biz resources

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

- Field Onboarding/1:1 Intro Calls Field Specialist(s)

Field Work & Technical Assistance:

- Field Work in support of grants
- Technical Assistance related to outreach and capacity building

Communities of Practice – all participate in project engagement:

- Send a representative to meetings
- Provide the monthly report with updates on the status of the grant to the EDD CERF Team
- Physical and/or Virtual Gatherings
- Webinars
- Collaborate with OPR to document best Practices/briefs/-challenges

Program Management:

- Technical Review of PSR and QNR
- Review/analysis of deliverables
- Review data and/or supplemental reporting
- Review/analysis of subject specific content
- Review for TA needs, provide TA
- Collaborate with EDD and OPR for meetings with the grantees

6. Modifications

The Fiscal Agent will have the opportunity to submit modifications during the period of performance to more accurately reflect the needs of the HRTC. All modification requests will require written approval from the EDD.

The EDD reserves the right to request modifications and contract amendments as necessary for the success of the CERF Planning Phase 1.

Summary of Modification Requests: Fiscal Agent must complete the required project modifications as outlined in the Modification Request Summary provided by the EDD. Required modifications must be completed within 90 days of the contract execution date.

Contract Amendments: If a contract amendment is required, the EDD will communicate with the Fiscal Agent to collect the required documentation. Changes to the project cannot be carried out until an approved amendment is provided to the Fiscal Agent by the EDD.

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Applicant Name: California Community Foundation

Project Name: Los Angeles Region High Road Transition Collaborative

A. Phase I Concept Proposal

A.1. HRTC Vision and Goals

The Los Angeles Region High Road Transition Collaborative (LA HRTC) is committed to building an equitable and sustainable economy that fosters long-term economic resilience in the overall transition to a carbon neutral economy. Our vision is of a Los Angeles region where Disinvested Communities become our first priority for investment. We wholeheartedly support every aspect of the state's vision for the Community Economic Resilience Fund (CERF), including each of the CERF objectives of equity, sustainability, job quality, economic competitiveness, and resilience. Our North Star among these objectives is equity. We believe that centering equity in this work enhances the likelihood of achieving each of the other CERF objectives.

Los Angeles County (LA County) is home to the largest metropolitan economy in the state, the second largest in the nation, and one of the largest in the world. The Gross County Product (GCP) would rank it among the top 20 national economies in the world, and yet inequity in our economy leaves more residents in LA County living in poverty than in any county in the nation. These residents living in poverty are disproportionately people of color. Latinos, African-Americans, Native Americans and certain Asian Pacific Islander populations are far more likely to be in poverty or categorized as working poor, more than white residents. Despite the benefits of education, at every level of educational attainment, there are racial and gender wage gaps. Blacks and Native Americans have historically had the lowest labor force participation rates and the highest unemployment rates in LA County. The COVID-19 Pandemic has revealed deep disparities that impact recovery and exposed the existence of new inequities and unmet needs among LA County residents. Confronting these and other inequities will be central to the work of the LA HRTC.

Prioritizing equity to uplift our most disinvested communities requires identifying how the benefits and burdens of economic development, regional planning, and other relevant processes are distributed in and across communities; identifying and institutionalizing remedies to systemic barriers facing specific groups; and identifying present-day disparities of sub-populations and high unemployment areas, while confronting the planning, development, and decision making processes that are driving existing barriers and creating new levels of inequity.

Addressing equity in the LA region requires moving beyond "leveling the playing field" which prioritizes equality over equity. Approaching equity in this way is inadequate to achieve CERF's transformational goals, as groups are not starting at the same place due to historical disinvestment, unprecedented adverse impacts of the pandemic, and the worsening effects of climate change.

We propose to conduct a thorough data driven analysis of the LA region, prioritizing the above principles to identify barriers to recovery, engage, and ultimately invest in strategies to support the most disinvested communities in our region to transition toward becoming more sustainable and resilient. This analysis will inform the development of our plan for the LA region, and will be integral to the design of our governance structure and outreach and engagement strategies.

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The Los Angeles region is a national leader in the planning and implementation of sustainability initiatives, and we propose to coordinate our efforts with many of the existing and emerging sustainability initiatives across our region, again with a specific focus on reducing the inequitable environmental impacts which disproportionately affect our disinvested communities.

As we strive to strengthen the resilience of our economy and communities, we recognize that disparities in a region weaken regional resilience. Reducing and ultimately eliminating these disparities will strengthen the resilience of our residents, communities, and overall economy.

We applaud the state for prioritizing a just transition to a carbon neutral economy and we will focus our work on fossil free sectors, avoiding strategies and projects that would prolong dependency on fossil fuels, and extractive and polluting industries. Poor air quality, extreme heat, and related health outcomes are an additional pernicious disparity unfairly impacting our disinvested communities and will be addressed in our work.

As our region and state transition away from industries producing or using fossil fuels, it will be critical that we prioritize investments to strengthen community resilience, and expand workforce and job training. This expansion needs to have clear connections to industry with quality jobs and career pathways, while bringing other measurable benefits of the green economy into our disinvested communities.

In order to ensure success in developing a strategic plan to achieve the CERF objectives in our region, we believe that we must have balanced representation from all of the stakeholder groups identified in the solicitation. While we are committed to doing just that, we are equally committed to shifting decision-making power to disinvested community members and impacted workers. We propose to utilize a collaborative governance structure that will ensure a balanced representation at our decision-making table from each of the required stakeholder groups, but will also ensure a substantial supermajority of those seats will be held by individuals or entities representing disinvested communities.

A.2. Fiscal Agent and Regional Convener

The Fiscal Agent for the LA HRTC is the California Community Foundation (CCF), and the Regional Convener is the Economic Development Corporation of Los Angeles County (LAEDC). These two long-standing, well respected, and widely trusted civic partners share a deep commitment to the CERF vision and values, and have a pre-existing successful collaboration in the pursuit of equity for the LA region through the Los Angeles Digital Equity Action League (LA DEAL), the Regional Broadband Consortium for Los Angeles County under the California Public Utilities Commission. LAEDC is highly qualified to serve in the role of Convener for the Los Angeles County Region, rooted in its mission and history. Founded in 1981 as a private, nonprofit 501(c)(3) by the Los Angeles County Board of Supervisors, LAEDC was established to improve economic conditions throughout Los Angeles County and to help ameliorate conditions of poverty, dependency, chronic unemployment and underemployment, rising community tensions, and social and economic disparity in areas of chronic poverty. As described in greater detail below, through its history, LAEDC has served as the convener for regional efforts that bring together cross-sector partners to plan for equitable economic growth. Another important asset for LAEDC in the Regional Convener role is its Institute for Applied Economics, which

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conducts research and prepares regular reports on regional economic needs, challenges, and opportunities, including detailed analyses of the region's major industry clusters and labor markets. Served by a staff of 30, LAEDC is led by a large and diverse board of representatives from business, government, education, and the community.

A.3. Applicants' Experience and Ability to Convene the HRTC

The LAEDC has extensive experience serving as a convener of diverse stakeholders for community-based planning processes, with a particular focus on economic development. In 2009 the LAEDC convened more than 1,000 regional stakeholders from labor; businesses and business associations; community-based organizations and community members; government agencies; economic development agencies; philanthropic organizations; education and training providers; workforce entities; and environmental organizations to create the county's first ever consensus-built, comprehensive economic development strategy. The five-year plan was adopted unanimously by the County Board of Supervisors and influenced the creation of updates to dozens of municipal economic development strategies and many local general plan updates. In 2015, LAEDC carried out a similar process with over 600 stakeholder groups and 26 public meetings to create a new consensus-built five-year strategic plan for economic development in LA County, also unanimously embraced by the County Board of Supervisors as a framework for economic development initiatives. As indicated in the Regional Convener Resume, LAEDC has also convened planning efforts for the LA County region in support of the following: the development of a Bioscience industry cluster, the expansion of digital equity for disconnected communities (in partnership with HRTC member UNITE-LA and fiscal agent CCF), the growth of the zero-emission vehicle industry, and a successful collaborative proposal for Phase I Build Back Better Regional Challenge funding from the US Economic Development Administration (EDA) to grow the Blue and Green Economies in the region. Throughout its history, LAEDC has demonstrated the capacity to bring together a broad array of partners to achieve tangible results.

A.4. Relevant Dynamics in the CERF Region

The Los Angeles region's consistent economic performance over the previous decade reversed quickly and significantly after the pandemic struck in March of 2020. The exogenous, single-event shock of a global pandemic caused by the highly contagious novel coronavirus (herein "COVID-19") initiated a sudden paradigm shift. Life came to a grinding halt as governments across the globe acted to reduce transmission of the deadly virus. As a result, the flow of economic activity was stanching seemingly overnight across many industries. Global supply chains were interrupted by factory closures and quarantines. Travel restrictions flatlined both international and domestic tourism, business travel, and related spending. Public gatherings were prohibited, suspending many forms of entertainment and recreation. Consumer spending rapidly fell as businesses were forced to close their doors to the public in order to limit infection.

COVID-19 only increased the severity of pre-existing challenges and inequities in LA County. Low-income workers experienced job loss at disproportionately high rates, small businesses were closing at higher levels due to drastically decreased revenues and low levels of liquidity; and non-essential service industries that rely on person-to-person interaction were faring worse than essential industries and knowledge-based industries which were able to transition to remote work. Women left the labor force at a higher rate and minorities were disproportionately impacted by the virus in terms of cases, deaths, job loss, and business

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insolvencies, as many small business owners in underinvested communities suffered what may be unrecoverable losses.

The COVID-19 pandemic revealed disparities in Internet access, affordability, electronic device ownership, and digital literacy, a group of concepts known as the digital divide, which puts up barriers to schooling from home, working from home, attending telehealth appointments, and many other facets of life. In Los Angeles County, the digital divide disproportionately impacts residents in the historical underserved neighborhoods of South and East LA, where there are fewer internet service providers, lower broadband adoption rates, and less fiber infrastructure. Across California, the demographic groups that have been most affected are low-income households, Latino households, and those with a disability.

The structure of the Los Angeles County economy is characterized by a relatively high prevalence of the types of industries (and their accompanying workforce) that were most hard-hit by the pandemic. These industries require a high degree of in-person interaction, and include sectors focused on entertainment, particularly the film and television industry, and the types of businesses that cater to tourists such as restaurants and hotels. Additionally, **94 percent of employer firms in Los Angeles County are truly small, having fewer than 20 employees.** As a result, Los Angeles County was particularly hard-hit compared to California or the nation as a whole.

The hardest hit industries that suffered the most job losses in Los Angeles County during the pandemic included: hospitality (accommodation and food services and drinking places); arts, entertainment, and recreation; non-essential retail; personal care and laundry services; and motion picture and sound recording. Low wage workers are very prevalent in all of these hardest hit industries listed with the exception of the motion picture and sound recording industry; low wage workers account for a much smaller share of jobs in that industry, but many businesses in the motion picture and sound recording industry's supply chain are small and struggled while production levels remained low. These businesses include craft services, trailer rentals, stage and costume rentals, special effects makeup artists, and more.

In addition to employing significant numbers of low wage workers, the hardest hit services industries listed employed large numbers of young workers, women, and people of color. Just prior to the pandemic: almost half of all hospitality workers were LatinX; more than 40 percent of arts, entertainment, and recreation workers were under the age of 35 years; close to 47 percent of workers in non-essential retail were reported as LatinX; and almost a quarter of all workers in personal care and laundry services reported as Asian (compared to 16 percent across all industries) and close to 60 percent of the industry's workforce were female.

Although Los Angeles County has added a significant number of jobs since the depths of the COVID-19 pandemic, recovery remains incomplete, and employment in L.A. County is still significantly below January 2020 levels. While the labor force in the county has been slowly recovering, it is also well below where it was prior to the pandemic. As a result, county businesses continue to face challenges hiring workers for open positions. Furthermore, economic recovery has been uneven, with some industries experiencing stronger recovery than others. While we expect to see continued economic recovery over the next two years, a number of the County's hardest hit industries will likely lag behind. Recovery is not occurring equally across the region. EDD High Unemployment Area (HUA) data reveals that there are 14 sub-

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areas in LA County where unemployment remains more than 1.5 times the state average. Our work will seek to examine these disparities and work toward resolving them,

As time has progressed, it has become clear that the pandemic has triggered long lasting changes within industries, and accelerated changes that have been taking place over time. LA County has a number of traded and local-serving industry clusters in which we have a demonstrated competitive advantage. The largest traded clusters by employment include business services, distribution and e-commerce, video production and distribution, hospitality and tourism, education and knowledge creation, and transportation and logistics; while the largest local serving industry clusters include health services and hospitality establishments. There are multiple economy-wide shifts that were taking place prior to COVID-19 that have been accelerated, including remote work effects and their associated economy-wide consequences, increased digitization of service provision, labor market supply shifts, and the shift towards e-commerce.

Housing demand during the pandemic increased for a variety of reasons, including increased cash balances for down payments, low mortgage interest rates, and remote work effects. That being said, this increase in home values also reflects a long term trend, and although home value increases are expected to slow in the near future, we expect the trend to continue unless there is a substantial housing supply increase or an economic shock that serves to significantly decrease demand for homes. **Median home prices and median rents rose as housing demand increased, exacerbating the degree of rent burden that residents of the county face**; over half of renter households in California were rent burdened — spending more than a third of their income on housing — in 2019, with one quarter of households extremely rent burdened.

Demand-stimulating federal fiscal and monetary policy and behavioral changes in consumption combined with global production shortfalls have led to supply chain issues and rising price levels. Inflation has reached levels not seen in decades. **Higher rates of inflation redistribute wealth in a disruptive way, they reduce wages in real terms for all earners, but disproportionately impact lower-income households who have less disposable income**; with a higher percentage of their income spent on necessities, these households cannot offset rising prices by shifting discretionary spending as higher-income households are able to do. Relatively high inflation rates are expected to continue throughout 2022, with a potential slowdown by middle or end of the year. While inflation will slow in 2023, it is still projected to be above the pre-pandemic average.

National economic developments will significantly influence the county's economic performance in the near future. **The county's strong post-COVID recovery is at risk of a slowdown and perhaps reversal.** The risk of a national economic downturn and an economy characterized by stagflation is significantly higher than it was when 2022 began. Part of the reason has to do with recent geopolitical developments. Another bout of supply chain disruptions is occurring as a result of the crisis in Ukraine and recent COVID lockdowns in China.

The direct effects of inflation and the Federal Reserve's attempts to combat it pose the most significant risk. With significant inflation still occurring, the economy may slow as price increases negatively affect quantity demanded by consumers. Fast economic growth combined with rapid

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inflation may not be sustainable in the long run because as the prices of goods rise (and if wages do not rise accordingly), consumers eventually buy less. As consumer spending falls, businesses will in turn spend less on investment and hire fewer employees. The economy may then experience a period of stagflation where we get both higher prices and a sluggish economy.

The Federal Reserve will find it challenging to engineer a soft landing as it conducts its planned contractionary monetary policy to tackle inflation. Historically, significant contractionary monetary policy and economic downturns tend to happen together. The labor market will likely need to make significant adjustments to wages for many occupations to clear the market, particularly during this period of rising prices. Future public policy changes affecting the labor market, specific industries, and the economy as a whole, will serve to affect the realized rate of unemployment in LA County.

Overall, Los Angeles County's GCP growth in 2022 will likely be lower than most forecasters predicted at the end of 2021. In addition, inflation will most likely be higher, potentially not far from what we experienced last year. We are at risk for a relatively short-lived economic recession to take place before 2023 comes to a close.

A.5. How Subregional/Interregional Efforts will be Managed

As the most populous CERF region in California, with more than 10 million residents in Los Angeles County, residing in 88 cities and over 100 unincorporated communities spread across more than 4,000 square miles of urban, suburban, and rural areas, it is important to recognize the distinct subregions of Los Angeles County and consider their unique challenges and opportunities related to CERF goals. We propose to do this by utilizing the eight Service Planning Areas (SPAs) designated by Los Angeles County, (with the intention of dividing at least the South Los Angeles SPA, and others as needed), to conduct research and data analysis. Substantial research has been performed on these areas from a public health and sustainability perspective, and many public and private organizations accept these area designations to help focus their work. We recognize that there are distinct differences in the strengths, weaknesses, threats, and opportunities in each of these regions. We propose to engage stakeholder organizations and residents from each of these subregions in our inclusive community tables and collaborative governance structure, and to help guide and inform our collective planning to build a sustainable economy that fosters economic resilience in the overall transition to a carbon neutral economy throughout LA County.

Management of subregional efforts for the LA HRTC will be addressed at key levels of the governance structure, which is described in detail in Section D.1. Levels of the Governance Structure, where subregions will have specific representation include: Level (A) Affinity and Subregional tables and Level (C) Steering Committee. The work of the Steering Committee will be a key place where determinations regarding the coordination of the work within the subregions will take place.

We also recognize that many of our industry clusters of opportunity operate inter-regionally and distribute both economic benefits and climate and health impacts throughout and beyond our own region. One example is our port-related logistics and goods movement industry which connects the LA region with the Inland Empire region in an overall ecosystem that serves to connect the entire nation with the Pacific Rim economies. This cluster of activity is one of the

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largest job generators and engines of the mega-regional Southern California economy, and a just transition to a carbon neutral Goods Movement Ecosystem (GME) could have profoundly beneficial impacts, both economically and environmentally for disinvested communities in both the Los Angeles and Inland Empire regions. The respective leaders in each of our regions' GME's are well known to each other and have a variety of existing collaborations, and the LAEDC has long collaborated with economic development partners in all of the CERF regions surrounding LA County, so we are confident opportunities for collaboration can be developed and executed should the respective regions' HRTCs prioritize doing so.

A.6. Complementary Economic Development or Planning Processes

There are numerous complementary economic development and planning processes currently underway in the Los Angeles region and our Regional Convener and many members of the LA HRTC are engaged in a significant number of them, facilitating the opportunities for communication and collaboration. For example, LAEDC is the lead applicant for the collaborative of partners in LA's Goods Movement Ecosystem and our region's Green and Blue (Ocean) Economies that recently won a phase one planning grant from the US EDA and is now a finalist for a \$60+ million-dollar implementation grant under the EDA's Build Back Better Regional Challenge. This EDA program shares many of the same objectives as CERF.

LA HRTC partner UNITE LA is leading the L.A. Regional K-16 Collaborative application, which aims to improve enrollment, persistence, and degree completion of BIPOC students in fields that lead to employment in middle and high-skill occupations and increased economic and social mobility, starting with a focus on streamlined pathways to health care, engineering, and computer science careers. The Collaborative will advance three primary objectives to achieve this goal: 1) Expand and enhance dual enrollment offerings, course registrations, and completions to improve pathway awareness and early college credit; 2) Enhance transfer pathways through the creation of stackable credentials, strengthened articulation between community colleges and CSUs, and better advising to improve transfer success and 3) Expand paid work-based learning opportunities to improve students' economic security, career exposure, and employer-aligned skill development.

LA HRTC partner UCLA is the lead applicant for a Good Jobs Challenge Grant from the US EDA focused on addressing the growing workforce needs within the healthcare sector. UCLA convened a group of several stakeholders within LA County to form a new regional partnership in healthcare. The Equitable Workforce Pathways for LA County Healthcare project will identify educational and employment pathways for individuals from underserved areas in the region. The desired outcome is for individuals to obtain quality jobs through employer-informed training. This aligns with regional and statewide strategies for economic development, including linking programs to industry demand, providing career pathways for underrepresented populations, and investing in growth industry clusters.

LA County is the lead applicant for another Good Jobs Challenge Grant from the US EDA, titled The Southern California Green Careers Accelerator (GCA). This is a regional workforce training system that brought together 30+ organizations within the LA region to form a network with one goal – to place 1,600 or more individuals into high quality green economy careers. These opportunities will provide sustainable careers and resources for these individuals and their families, while also advancing equity within the green economy. This proposal is focused on

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vulnerable communities and underserved populations. If awarded, the collaborative will focus on Zero Emissions Transportation, Clean Energy, and Sustainability.

Some LA HRTC partners are involved in the cross-sectoral initiative known as the Committee for Greater LA which has established bold plans to close the digital divide, reduce the number of people experiencing homelessness, and improve the Black experience in Los Angeles County as strategies to prioritize the recovery of LA County's most marginalized communities.

Others are involved in Bold Vision, an ambitious multi-sector regional initiative to create a better, more equitable Los Angeles County for our youth of color by transforming the systems that govern our lives. Community engagement efforts have focused on Education, Housing, Youth Power, and Youth impacted by the Child Welfare and Juvenile Justice Systems.

The LAEDC and other HRTC partners are engaged in California's pursuit of a Clean Hydrogen Hub from the US Department of Energy (DOE) with a particular focus on our region's ports, energy, manufacturing, and transportation sectors, and a potential DOE investment of more than \$1 billion. California needs hydrogen to play a major role in decarbonizing our economy, and the Governor's Office intends for this effort to be focused on communities with the largest pollution burden.

Los Angeles CleanTech Incubator (LACI) is leading the Transportation Electrification Partnership (TEP), an unprecedented regional public private collaboration to accelerate deep reductions in climate and air pollution by the time of the 2028 Olympic and Paralympic Games in Los Angeles. All of the related projects are equity driven, create quality jobs, grow the economy, and help the region reach the bold targets in the TEP's Zero Emissions 2028 Roadmap 2.0.

The County of Los Angeles and several of our cities have formal sustainability plans. *Our County* is LA County's Sustainability Plan which includes a bold, inclusive, and truly regional vision for the present and future generations of Los Angeles. Adopted in 2019, it is the boldest county sustainability plan in the nation and, among its 12 goals are the pursuit of resilient and healthy community environments where residents thrive in place; buildings and infrastructure support human health and resilience; equitable and sustainable land-use and development without displacement occurs; opportunities for all residents and businesses in the transition to a green economy are provided; a convenient, safe, clean and affordable transportation system that enhances mobility and quality of life while reducing car dependency is developed; sustainable production and consumption of resources takes place; and inclusive, transparent, and accountable governance that encourages participation in sustainability efforts, especially by disempowered communities.

Los Angeles County also has a formal US EDA approved Comprehensive Economic Development Strategy (CEDS) for 2020-2025 whose five strategic goal areas are: improving government responsiveness; starting, growing, and supporting small business and entrepreneurship; targeting industries and high growth clusters; developing talent; and advancing sustainability and economic resiliency.

Los Angeles County Metropolitan Transportation Authority (Metro) has adopted a 2020 Long Range Transportation Plan, a \$400 billion, 30-year transportation blueprint for a more mobile,

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sustainable, and vibrant future for LA County with four goals: Better Transit, Less Congestion, Complete Streets, and Access to Opportunity. Metro's *Vision 2028* plan is a nearer term framework for enhancing communities and lives through improved mobility, rider experiences, and access to opportunity leading up to the Olympics. The projects identified in these plans will support thousands of well-paying jobs during the CERF time horizon and connect more of our disinvested communities to job centers.

LA County is also home to High Road Training Partnerships (H RTP) employing sectoral approaches featuring industry partnerships that address income inequality, economic competitiveness, and climate change through regional skills strategies designed to support economically and environmentally resilient communities across the state. Current H RTPs in LA County include the Hospitality Training Academy (HTA), a labor management partnership (represented on our HRTC) that provides job training for more than 30,000 union members with over 170 affiliated employers committed to advancing quality jobs, equity, and climate resilience. Another example is the BYD-SMART H RTP for Bus Manufacturing, partnering ZEV bus manufacturer BYD with SMART Local 105 to develop a pre-apprenticeship program that will prepare the manufacturing workforce to meet the rising demand for ZEV buses in California and beyond. LAEDC recruited BYD to LA County and facilitated their relationship with SMART Local 105 which led to this H RTP. ZEV Bus Manufacturer Proterra also partners with USW Local 675, area community colleges, the county workforce board and several non-profits to prepare workers, especially those with employment barriers for careers in electric bus manufacturing.

Facilitated by the UCLA Institute of the Environment and Sustainability (IoES), the Los Angeles Regional Collaborative for Climate Action and Sustainability (LARC) is a network of local and regional decision makers planning for a sustainable Los Angeles County. Its climate mitigation and adaptation work is driven by cutting edge research on local climate impacts and includes climate practitioners from city and county government, regional agencies, nonprofits, businesses, and academia. It is a convening body which coordinates climate resiliency efforts with land-use, transportation, infrastructure, energy, water, public health, emergency response, and resource management partners.

A.7. Preliminary Metrics of Success for the HRTC

The LA HRTC proposes the following preliminary metrics to measure our collective success in the Planning Phase:

Extent of Outreach: # of partners engaged in outreach; number of individuals contacted via emails, focus groups, surveys, etc.

Depth of Engagement: # of individuals and organizations engaged in process; # of meetings attended; # of months remaining engaged.

Breadth of Engagement: Diversity of individuals engaged (by resident category, gender, race/ethnicity, age, and geography); Balance/Diversity of Organizations involved (by subject matter expertise and geographies served); # of individuals from disinvested communities engaged in planning tables and steering committee; # and diversity of Affinity and Subregional Planning tables.

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Capacity Building: # of people provided training for participation; # compensated to participate (whether by dollars, meals, transportation, or child care supports); # of languages supported.

Extent of Research: # of studies conducted; # of regional indicators established; # of presentations of research and data to HRTC members/tables to inform planning process.

Satisfaction of Participants: # of members satisfied with engagement in HRTC; # of members satisfied with outcomes of the HRTC.

A.8. Strategy for Ensuring the Sustainability of the HRTC

Ensuring the sustainability of the LA HRTC is particularly challenging in a region as large, diverse, and complex as Los Angeles County, and our commitment to center equity and the voice of disinvested communities in our work. We are dedicating half of our proposed budget, or \$2.5 million, to outreach and meaningful engagement with both the required stakeholder groups, and organizations and individuals serving and residing in our most disinvested communities. The capacity for many of these organizations and individuals does not exist to devote the time required to sustain this collaborative as envisioned beyond the grant period without substantial additional funding being secured from state or local government or philanthropy.

We believe it would cost at least \$1,000,000 per year to sustain a modified version of our collaborative (including staffing, community engagement supports, and data gathering) in order to at least meet quarterly, and oversee and measure the impacts of the various implementation projects we expect to develop as part of our planning efforts.

Hence, we propose a partnership with the state wherein our region would raise \$500,000 per year if matched by the state to sustain the important work of the collaborative through the implementation phase ending in 2026.

A.9. How the HRTC will Address Geographic Equity

Our HRTC is committed to geographic equity. Hundreds of census tracts in the LA Region qualify as disinvested communities under the state's definition, and they are spread broadly throughout the more than 4,000 square miles of Los Angeles County. The long and shameful legacy of disinvestment in certain communities in south and east Los Angeles has received well-deserved local, state, and national attention, but far less attention has been paid to similarly disinvested communities in the San Fernando Valley, San Gabriel Valley, Antelope Valley, and other communities across LA County. Our collaborative is committed to conducting extensive research, data analysis, and community outreach and engagement to provide a truly data-driven and community-informed process to defining, identifying, and meaningfully engaging all of the disinvested communities in the LA region that encompass the state's definition set forth in the CERF guidelines. We also intend to engage community voices from all of our County's Service Planning Areas to ensure that no subregion is left out of the planning process. In addition, a supermajority of seats on our decision-making Steering Committee will be reserved for representation from disinvested communities. Our commitment to equity in this work requires nothing less.

B. Proposed Work Plan

B.1. Detailed Descriptions and Timelines of Proposed Activities

Proposed activities for the LA HRTC planning process include the following:

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Quarter One:

- RFPs released for CERF Research and Hub leads; contract with Regional Convener by 10/15/22
- Contracts with Research and Hub leads
- Develop position descriptions and hire fiscal agent and regional convener program staff
- Complete Process Mapping for outreach and engagement
- Prepare outreach materials/website
- Complete subgroup mapping, begin convening subgroup partners
- Develop micro and subgrant processes and issue RFPs
- Submit monthly progress and budget reports at the end of each month
- Submit Planning Phase Plan within the first two months of executing agreements with the State and the regional convener.

Quarter Two:

- Contracted research partners establish CERF benchmarks, conduct research on economic development, health, and climate data for the region
- Steering Committee members identified and convened
- Select microgrant/outreach subgrantees
- Subgroup and partner outreach
- Engagement and planning activities
- Monthly project updates by Convener
- Staff monitoring and coordination of activities
- Submit monthly progress and budget reports at the end of each month
- Submit Regional Summary Report (Parts 1 and 2) to State 180 days after agreements with the state, regional convener, and research partners are executed.

Quarter Three:

- Subgroup data capture
- Research conducts subgroup racial and geographic data analysis
- Research partners present research results to Affinity and Sub-regional Tables/Hubs and Steering Committee
- Host geographic & diversity-based planning forums
- Research summarizes race-based and geographic recovery/transition strategies
- Sub-regional Tables/Hubs and Steering Committee review and analyze research data in dialogue with disinvested communities
- Engagement and planning activities
- Monthly project updates by Convener
- Staff monitoring and coordination of activities
- Submit monthly progress and budget reports at the end of each month

Quarter Four:

- Research partners continue presentation of research results to sub-regional Tables/Hubs and Steering Committee
- Sub-regional Tables/Hubs and Steering Committee continue to review and analyze research data in dialogue with disinvested communities
- HRTC begins development of economic recovery and transition strategies
- Submit monthly progress and budget reports at the end of each month

Quarter Five:

- Research partners support development of CERF strategies

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- Steering Committee, in consultation with Sub-regional Tables/Hubs, continues development of economic recovery/transition strategies
- Submit monthly progress and budget reports at the end of each month

Quarter Six:

- Research partners continue to support development of CERF strategies
- Steering Committee, in consultation with Sub-regional Tables/Hubs, completes development of economic recovery/transition strategies plans and develops/considers potential implementation strategies to propose for Phase 2
- Submit monthly progress and budget reports at the end of each month

Quarter Seven:

- Research partners/professional drafters prepare/design final report for the region with approvals of HRTC
- Steering Committee and Stewardship Committee economic development and transitions roadmap strategies to prioritize projects for the implementation phase
- Submit monthly progress and budget reports at the end of each month
- Lessons Learned and evaluation reports submitted to the State at the end of the planning phase.
- Submit a close out package/report to the State by 8/31/2024 or 60 days after the close of the planning phase.

Descriptions of Potential Challenges and Proposed Solutions

The immense geographic span and diversity of the Los Angeles Region creates a unique set of challenges for the planning process for the LA HRTC. LA County encompasses 88 separate municipalities, and more than 100 unincorporated communities that reflect a rich diversity of race, culture, and language. This presents a set of challenges in planning outreach and engagement and participation in decision-making across all of the disinvested communities within the Los Angeles region. As a result, we anticipate the following potential challenges:

1. Need for a comprehensive sub-regional outreach plan to ensure geographical inclusivity of all sub-regions across Los Angeles county;
2. Deployment of a variety of outreach and engagement tactics to reach disinvested communities where they are and in the manner that drives deeper engagement;
3. Language diversity to ensure that all subsectors and communities can fully participate in the outreach and engagement process;
4. Use of outdated, pre-pandemic data to define socio-economic standing of families and subgroups that may not account for the adverse impacts of reduced earnings or loss of income as a result of COVID-19;
5. Identification and inclusion of under-resourced families and workers who live in moderate- or middle-income census tracts whose earnings fall below the 80% of Area Median Income (AMI) categories as a result of COVID-19;
6. Pressures to concentrate investment efforts into historically underrepresented and marginalized places without giving equitable consideration to the impacts of COVID-19 and recovery on under voiced subsegments of the populations who lack resources to prepare for transition to a carbon neutral economy and resources to recover from the pandemic.

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Region Wide Subgroup Outreach - We have designed a comprehensive sub-regional outreach plan to ensure geographical inclusivity of all sub-regions across Los Angeles County. This includes ensuring that representatives from all regions are included in our Affinity Hub Tables. Additionally, we will work with elected officials, municipal governments, public agencies, and local news media to engage constituents in each of the County's Service Planning Areas (SPAs).

Use of a Wide Variety of Outreach Tactics - We will deploy a variety of outreach tactics to ensure that community members are able to access information, and participate in engagement activities in the manner that best fits the specific subgroup or constituencies. Subgroup members have identified a range of outreach tactics to select from that will best align with the unique characteristics of each disinvested community.

Language - We will engage technology and translators to support outreach activities for all meetings. This will ensure non-English speaking constituents are included in CERF outreach activities and the planning process.

Outdated Pre-pandemic Source Data - Census and several other data sources will not accurately reflect the current number of low-income residents or census tracts located in our market. We will use surveys, focus groups, questionnaires, and other data gathering techniques so that our subgroup community members can provide up-to-date data based on the lived experiences of our disinvested community members and disinvested communities that meet the CERF criteria for defining disinvested communities including EDD's published information on high unemployment areas (HUA's). Other strategies will be discussed and developed from the subgroup participants to overcome this data weakness.

Identifying Low Wage Workers & Under Resourced Families - The pandemic has had a deleterious impact on earnings and wealth, and placed families at risk across the entire Los Angeles region. No longer are families from low income census tracts the only households struggling to make ends meet. Loss of earnings, business closures, family death, and inflation have led to many families being unable to meet their day-to-day living expenses. Identifying these families, and including their needs in the planning process is paramount. We will utilize faith-based partners, community organizations, and our relationships with local government agencies to reach these families and workers so their needs can be accounted for in our regional plan.

C. Outreach and Engagement Plan

C.1. Budget, Explanation and Timeline of Proposed Community Outreach

Given the extent and diversity of participating groups in the LA Region, the HRTC budget includes fully 50 percent of its funding, equal to \$2,500,000 dedicated to Outreach and Engagement. The primary components of the budget include:

A total of \$1,000,000 to provide grants of \$50,000 per organization for 12 Affinity Hub Leads, and 8 Table Partner Leads. The 12 Affinity Hubs will be organized to provide outreach and engagement in CERF planning around the following thematic areas: Youth; Families; Homeless, Veterans, and Seniors; Employers and Business; Economic Development; Sub-regional Engagement and Place Based Coalitions; Underemployed Adults; Labor and Workers;

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Immigrants; Sustainability; Academia; and Institutional and Government. The additional 8 Table Partner Leads will be organized to address groups that do not have sufficient representation in the 12 Affinity Hub structure.

The amount of \$900,000 in microgrants of \$10,000 per organization for 90 CBOs to facilitate their participation in CERF Outreach and Engagement activities. A total of 10 CBOs from each of the 8 SPA planning areas (with South LA divided for a total of 9 area) will be funded to support 10 CBOs representing the thematic areas identified as the 12 Affinity Hub areas (participation by organizations from the Academia and Institutional and Government Hub areas will be funded from other sources).

The amount of \$270,000 for local CBO Meeting Stipends, paid on an hourly basis to participants, equal to \$3,000 x 90 CBOs, to further support the ability of CBO representatives to participate in CERF Engagement and Outreach.

A total of \$135,000 for Geographic and Ethnic Planning Events, calculated at \$7,500 per event x 2 events x 9 SPA regions. These funds will enable the HRTC to facilitate participation in locally organized events that address the unique needs of specific groups and regions of the county.

The amount of \$75,000 to provide training to strengthen the capacity of community residents to take part in CERF planning and decision making.

A total of \$65,000 for technology and marketing costs related to outreach, which may include logo design, web hosting, meeting systems platform, social media, advertising, web chat, surveys, and a CRM database.

The amount of \$30,000 for Environmental Justice and Workforce Planning activities.

The amount of \$25,000 for local resident stipends, to facilitate participation in CERF meetings and planning activities.

The timeline for Outreach and Engagement activities includes:

Quarter One: Develop marketing materials/website, convene subgroup partners, complete process & subgroup mapping, develop micro & subgrant application processes, publicize and issue RFPs, select outreach subgrantees.

Quarter Two: Select microgrant/outreach subgrantees, Subgroup and partner outreach, engagement & planning activities, monthly project updates/meetings, communication and community calendars, staff monitoring & coordination of activities, subgroup data capture.

Quarter Three: Subgroup data capture, summarize subgroup reports, stakeholder feedback, data analysis by region and ethnicity, host regional & ethnic forums, begin development of implementation project plans.

Quarter Four: Align and cross-reference data from community outreach processes with data from research partners, identify opportunities for collaborative action across subregions on shared challenges.

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Quarters Five through Seven: Work with Steering Committee and Stewardship Committee to develop and provide input from disinvested communities on LA HRTC implementation strategies, contribute to process evaluation of the planning effort, contribute to the development of the final plan to be submitted to the State of California.

C.2. How Applicant will Conduct Outreach Across Entire Region

The LA HRTC will reach deeply into disinvested communities across the entire CERF Region by deploying an outreach team, which partners with 27 identified subgroups representing disinvested community members in each of our 9 geographic subareas. These subareas overlap and expand upon existing Service Planning Areas (SPAs) that are used by the County of Los Angeles to track statistics related to public health and economic development, and which are supported by our local councils of governments. Using existing data sets and new data compiled by the CERF planning process, we believe we will be able to better analyze factors that impact populations within specific geographic areas and monitor data relating to needs within sub-regions. This data will be used to structure outreach with disaggregated data employed to ensure geographic inclusion of our planning efforts. These targeted outreach areas include the following SPA regions (with the South LA SPA divided into two regions): Antelope Valley, San Fernando Valley, San Gabriel Valley, Westside, LA Metro, South LA-West, South LA- East, Gateway/Hub Cities, and Southbay.

C.3. How HRTC Members will Support Implementation of Outreach and Engagement Plan

Initial HRTC members that have signed on to the Collective Partnership Agreement Letter are embedded into the project and will work as part of the 27 subgroups representing disinvested populations who will conduct Outreach and Engagement activities. Ninety community-based organizations representing the most critical under voiced communities will receive microgrants to reach into the community, conduct outreach, and engage with disinvested subpopulations. Other HRTC members, like large employers, schools, colleges and universities, business trades associations, government agencies, workforce development boards and their America's Job Centers of California, and philanthropy, will partner and collaborate with these community groups to support robust outreach and engagement processes.

C.4. How the Outreach and Engagement Plan Ensures Equitable Representation

Our Outreach Plan uses an "uplift all voices approach" anchored in affinity-based subgroups that are made up of disinvested communities to ensure that all constituents have an equitable opportunity to participate in the planning process and ensure that their voices and needs are included and engaged in the planning process without being overshadowed by any other group, whether larger or not. Subgroups are comprised of the SFP mandatory partners, as well as representatives from community-based grassroots organizations who focus on specific subpopulations of disinvested communities. Our approach ensures that no subgroup's needs are outweighed by others and provides an opportunity for subgroups to engage with residents and constituents through a more focused effort. This will ensure that each subgroup can distinctly focus on the needs of each subsegment of our disinvested communities, providing a forum for each to be heard.

Ensuring Accessibility: All events will be accessible to community members of varying ages, abilities, and backgrounds. Community organizations will receive microgrants to ensure that

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they reach our most marginalized and difficult to reach constituents. Each organization will consider adding the following to their outreach and planning efforts:

- Events and materials will be offered in-language and interpretation services offered for public meetings to assure inclusivity
- Presentations and materials will be offered in various languages
- CBOs may consider offering on-site child care to ensure participation of single parent families
- Differing meeting times will help to accommodate individuals with different work schedules and availability
- As appropriate, events will go to where community members are (e.g., parks, community events, food banks, work sites, markets, shopping centers) based on each subgroup's behavior norms and characteristics, not CBO's convenience
- In-person events will be hosted in locations easily accessible by public transportation and comfortable for the focus audience

C.5. How the Convener will Ensure Transparent Decision-Making

As the Convener of the LA HRTC, LAEDC will draw upon its experience with other multi-partner planning processes to ensure transparent decision making that centers community voices. Membership of the Steering Committee will be determined by an open and transparent process. All meetings of the Steering Committee will be publicly noticed, and detailed minutes of each meeting will be published on the LA HRTC website. In addition, community tables and hubs will be provided with information explaining the decisions that have been made by the Steering Committee, and the rationale behind these decisions.

C.6. How the Public will be Informed of the Planning Progress

Our public awareness campaign will include use of newsletters, email blasts, distribution of media material across all subareas, coordination with local elected officials and government agencies, as well as a robust segment-based publicity campaign supported by our 90 funded community outreach partners and subgrantees. The project website will provide ongoing updates of planning activities and minutes from all meetings. We will also engage our faith based network, ethnic media, and use public service announcements.

Monthly meetings and planning progress reports will be developed within each subgroup. All information will be accessible via the project website and community groups will be expected to provide monthly public updates as a part of their microgrants. This will ensure that the hardest to reach constituents have access to information. At the launch of the outreach plan, we will also host launch events in each of the 9 sub areas.

Keeping the public informed is a high priority. The underlying principles that drive our engagement process include:

- Knowledge Sharing: CERF engagement efforts will not be extractive exercises. Engagement efforts will increase community members' knowledge and understanding of existing systems and policy areas so that they are better equipped to engage future planning processes and civic activities.
- Feedback Loop: There is a clear feedback loop for community members to be re-engaged at later stages in the CERF Planning Process, including to share the final plan.

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- Community-led Engagement: Community-based outreach and engagement that shares financial resources to ensure ability of community representatives to fully participate into the CERF Planning Process.
- Elimination of Hierarchies: Every subgroup and member of the HRTC is considered equal. We will avoid the creation of hierarchies and power-centers. No subgroup or organization will have its needs elevated or serve as leader above others.
- Reasonable Time: Outreach and engagement planning and implementation plan are outlined in advance via process mapping so that strategies and outcomes are clearly defined early in the CERF process.
- Equity Focused: Engagement activities with industry and sector representatives have dedicated discussion time to surface equity implications of the items raised in the meeting.
- Inclusive Representation & Decision Making: Steering Committee representatives are fairly represented and shall include members from across all project sub-areas, all identified disinvested subgroups, and are not centralized or beholden to any coalitions, factions or geography.

C.7. Ways that the Community will Provide Feedback on the Planning Process

We will host monthly meetings with the HRTC members via “Issues Tables.” The HRTC will engage a minimum of 150 members on an ongoing basis. Our website will include regular updates of CERF public meetings and planning activities, including a calendar of subgroups meetings, events, and HRTC contacts.

Community members from across every region will be encouraged to participate in community planning meetings and events. CERF staff will publish schedules of subgroup activities and distribute these electronically, and via other means, through our network of community partners. To encourage robust participation in the planning process, members and community members that participate in public meetings may receive stipends for attending meetings. The project will also provide incentives to community members to participate, such as making gift cards available for the hard to reach. Community organizations participating in meetings, workshops, interviews, focus groups, and/or other engagement activities will receive a stipend for their involvement.

C.8. How the Governance Structure Includes the Entities in the Collective Partnership Agreement Letter

As described in section D.1 below, the governance structure for the LA HRTC includes all of the entities that have signed the Collective Partnership Agreement Letter. These Initial HRTC members agree in their letters to participate in the development of the HRTC, which includes implementation of the Outreach and Engagement Plan. As stated in the signature documents from the Initial HRTC partners, we anticipate that the governance structure will continue to evolve as the planning process moves forward.

D. Collective Partnership Agreement Letter

D.1. Democratic Governance Structure that Shares Decision-Making

The proposed governance structure for the LA HRTC is designed to promote shared decision making and to ensure that the voices of disinvested communities are prioritized. The shared/inclusive structure includes four primary components: (A) Affinity and Subregional Tables, (B) Hub Leads, (C) Steering Committee, and (D) Stewardship Committee. The structure is designed to be non-hierarchical, as indicated in the horizontal relationships between the different components of the model.

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(A) Affinity and Subregional Tables are made up of all of the required stakeholder groups identified on page 10 of the SFP (Labor; Employers, businesses, and business associations; Grassroots and community-based organizations, community organizers, and community members; Government agencies; Economic development agencies; Philanthropic organizations; Education and training providers; Workforce entities; Environmental justice organizations; Worker centers; Disinvested communities; California Native American Tribes). The LA HRTC has also identified other key regional stakeholders capable of contributing to the success of the project, such as: Immigrants; Justice Involved; Transition Age-Youth; Public Health; Personal Health; Income & Wealth; Prone to Personal Violence; Community Violence; and LGBTQ+. The Affinity and Subregional Tables may include existing tables, advisory groups, collaboratives, and coalitions, and will include new tables established specifically to provide inclusive input into the CERF planning process. The membership and focus of these Tables will cut across regions, sectors, affinity areas, and shared challenges.

The roles of the Affinity and Subregional Tables include but are not limited to: gathering relevant data and community voice, responding to data analysis, advising on key needs, co-creating economic development strategies, and summarizing ideas and concepts to provide essential knowledge to inform the CERF planning process.

(B) Hub Leads will include **12 Affinity Hub Leads**, organized by the following thematic areas: Youth; Families; Homeless, Veterans and Seniors; Employers and Business; Economic Development; Underemployed Adults; Labor and Workers; Immigrants; Sustainability; Academia; Institutional and Government; and Civic Engagement and Place Based Coalitions. The work of the Place-Based Hub will include coordination and information gathering from subregional tables. The Hub Leads will also include **8 Table Partner Leads**, to support the work of small business, economic development and/or other under voiced populations that warrant additional data gathering/in-depth planning.

Roles of the Hub Leads include convening and facilitating regular table conversations in their affinity areas, responding to data analysis, identifying community needs, sharing with other community/business/industry cluster tables, providing capacity building resources to facilitate community participation, and gathering feedback and decisions from community members

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across Affinity and Subregional Tables. A primary focus will be to facilitate the flow of information regarding HRTC priorities between stakeholders and the Steering Committee.

(C) Steering Committee will be made up of a subset of the Affinity and Subregional Table representatives and Hub Leads, additional representatives to ensure the voice of all the required CERF-related stakeholder groups, and selected community members. A transparent process will be used to select the membership of the Steering Committee. A supermajority (members of the Governance Committee have advocated for 80% or more) of the seats on the Steering Committee will be dedicated to community-based leaders of disinvested communities, rooted in grass roots and community-based organizations. Priority will be given to leaders of organizations committed to equity, environmental justice, and advocacy for disinvested communities.

The Steering Committee will serve as the primary decision-making body for the HRTC, with voting authority on major decisions related to the design and implementation of HRTC strategies for the region. Key decision points include; Budget Allocation, Goals/Outcomes and Types of Data, Outreach and Engagement Strategy, Regional Strategy (Phase 1), and Economic Development and Transition Roadmap Project Strategies to prioritize for implementation projects (Phase 2). These decisions will be informed by data and needs analysis, in addition to substantial input from the Affinity and Subregional Tables, Hub Leads, and the Stewardship Committee (see below).

(D) Stewardship Committee will include the Convenor, Fiscal Agent, Training/Capacity Building Lead, Outreach Lead, Data Lead, and the Governance Lead. There will be a transparent process for selecting these Leads within the HRTC. The Stewardship Committee will also review data analysis, summarize concepts shared by data consultants with the Steering Committee, and play a primary role in the implementation of decisions made by the Steering Committee. Members of the Stewardship Committee will not be included as part of the Steering Committee, however the Fiscal Agent and Regional Convener will have non-voting seats on the Steering Committee. The Stewardship Committee will also provide resources for training and capacity building, communications, ongoing engagement, contracting, and subcontracting.

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D.2. Signatures of Initial HRTC Members

Signatures of initial HRTC members are included in Appendix 7.

STATE USE ONLY	EXHIBIT A
Contract Number	
Contract Start Date	
Modification Number	
Modification Date	
Project Manager Initials	

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1. Fiscal Reporting Requirements

- A. All invoices shall be sent monthly, 20 days after the end of the month with the corresponding supporting documentation and monthly report of activities performed during the invoiced month to the EDD contact below for review and approval:

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

Invoice and reporting template will be provided by the EDD upon the signing of this agreement.

- B. Projected Budget Expenditures
- Fiscal Agent will be required to submit a quarterly projected budget expenditures plan.
- C. Advanced payment recipients must submit monthly activities and associated expenditures, 20 days after the end of the month.

2. Program Monitoring and Reporting (Reporting to: Project Manager)

- A. A team of program support will be assigned after the signing of this contract, at which time we will provide all contact information for the following:
- EDD Project Manager
 - OPR Senior Program Analyst
 - GO-Biz Regional Economic Recovery Coordinator
- B. Schedule monthly calls with EDD, OPR, and GO-Biz to discuss:
- Sustainable goals for the organization
 - Program updates: status and goals
 - Evaluating and assessing the programs' strengths and weaknesses.
- C. HRTC will be required to submit monthly Progress Status Reports (PSR) along with all invoices.
- Reports are due 20 days after the end of the month.
 - PSR: Summarizes what the HRTC has done, what the next steps are, what lessons the Collaborative learned, if the Collaborative has faced any challenges, or if the Collaborative needs course correction. A template will be provided upon the signing of this contract.
 - PSR should be one to five pages.
- D. Planning Phase Plan: HRTC must submit a report laying out:
- The structure of the HRTCs, including the governance structure, and
 - The plans with estimated expenses for the following:
 - Convening the Collaboratives and an inclusive regional planning process

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- Developing a comprehensive plan for the region's High Road transition. This includes a plan and timeline for conducting the analyses and developing the roadmap defined in this solicitation.
 - The Planning Phase Plan should be 10-20 pages.
 - Report is due December 31, 2022.

- E. HRTC will be required to submit quarterly reports and additional supplemental data to their assigned program manager.
 - Reports must be submitted 30 days after the end of the quarter.
 - A quarterly report template and additional instructions will be provided by the program manager.

- F. Regional Summary Report:
Collaboratives will develop a regional economic recovery and transition plan that addresses essential elements of a High Road strategy. Analyses and plans must account for sub-regional and inter-regional dynamics. The plans must also build on existing regional and/or subregional economic development plans and strategies as appropriate.
 - Part 1 – Due March 31, 2023
Presents a snapshot of socio-economic conditions in the region: mapping stakeholders, providing a regional summary, and conducting analyses.
 - Part 2 – Due October 31, 2023
Establishes a forward-looking economic development and transition roadmap using the information obtained in Part 1.

- See Regional Summary Report Details below.

- *The state understands that awardees may need to apply an iterative process as they develop their plans and collaboratives.

- G. Lessons Learned Report: To establish a baseline of best practices for inclusive economic planning, all CERF grantees must provide:
 - A detailed analysis of grantee challenges and achievements relating to:
 - Convening an inclusive regional planning process;
 - Developing a comprehensive high road recovery plan; and
 - Implementing strategies to create high road jobs (applies only to the implementation phase).
 - A written narrative explaining how the Collaborative could improve its process towards a more successful outcome.
 - A written narrative discussing how the state could improve the structure of the CERF program.
 - Grantees must provide this report at the end of the Planning Phase. Collaboratives must submit this report for the Planning Phase to be deemed complete.

- H. Evaluation Report: CERF grantees and subrecipients must also provide reports, data, and information to guide the detailed evaluation of the planning phase.

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- Grantees must provide this report at the end of the Planning Phase.
- The report is required for the Planning Phase to be deemed complete.

3. Reporting Clause:

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

Regional Summary Report Details

Regional Plan: Part 1 – Due March 31, 2023

The first part of the regional plan presents a baseline of the region. It considers the region's stakeholders, assesses the factors affecting the region's economic, environmental, and health conditions, and conducts detailed economic and workforce analyses. The intention is to ensure that the plans take a full account of the factors shaping economic development in the region before developing strategies for recovery and transition.

Conduct the following analyses. In each section, summarize findings and explain how these findings inform the planning process and how they correspond with the Collaborative's goals.

1. Stakeholder Mapping:

A snapshot of the historically active stakeholders that can influence creating a High Road economy in the CERF Region and/or benefit from it.

- Provide the list of organizations and entities and discuss their potential role in developing the plan and engaging in the Implementation Phase. These stakeholders may include but are not limited to employers, businesses, community-based organizations, community members and residents, government and economic development agencies, labor organizations, philanthropic organizations, academic institutions, education and training providers, workforce entities, and industries.
- Overview of the state of disinvested communities in the region. Discuss how and in which areas these communities face economic barriers. Include a snapshot of the plan to outreach to organizations that represent these communities and how the HRTC intends to ensure their active participation.
- Create and show a network of existing partners and their existing regional and subregional plans, strategies, and related reports to demonstrate synergies, potentials, and challenges.
- Clarify opportunities for collaborations and partnerships.

2. Regional Summary:

A summary background of the demographic and socio-economic conditions of the region, highlighting areas with low and high economic diversification and resiliency, as well as any industry trends that impact the regional economy. The regional summary must identify regional

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inequities, such as economic, health, and environmental inequities, currently facing communities in the region.

The regional summary must include the following analysis and discussion:

- i. Economy and Economic Development
 - Identify economic development opportunities and forces in the region.
 - Review inequities in economic development across the region.
 - Identify major low- and high- wage industries and occupations in the region.
 - Explore economic well-being and cost of living across the region.
 - Economic Shocks: Discuss the impacts caused by economic shocks (e.g., pandemics, natural disasters) or longer-term economic shifts (e.g., global market signals, automation, policy levers) in the region. These include economic harm to communities (i.e., workers, small businesses, impacted industries, the public sector, and selected regions and populations) as well as the potential for new economic development opportunities.
- ii. Climate and Environmental Impact: Identify anticipated climate impacts and the factors that increase the region's vulnerability to those impacts
 - Identify short term and long-term impacts of climate change on the people and economy of the region. These include disproportionate impacts on disinvested communities and expected increases in occupational hazards for workers.
 - Identify major sources of air pollution, water pollution, toxic and hazardous waste and their impacts on diverse communities, especially disinvested communities.
 - Identify major sources of Greenhouse Gas (GHG) emissions and their impacts on diverse communities, especially disinvested communities.
 - Assess impacts of climate change on targeted emerging industries, sectors, or clusters and how these impacts might hinder success of the proposed plans and transition strategies (e.g., damage to critical infrastructure, loss of productivity, loss of population).
- iii. Public Health Analysis:
 - Provide a snapshot of the impacts of the current economic trends and climate change effects on public health, especially the impacts on disinvested communities.
 - Explore the main causes of chronic illnesses and diseases in the region, and whether and how they are related to economic inequalities, climate impacts, environmental factors, etc.
 - Analyze health disparities across the region, disaggregated by race, gender, and other demographics.

3. Labor Market Analysis:

A snapshot of labor and workforce dynamics in the region, including an overview of major employers, occupations, and wages, the impacts of the recent trends, changes, and forces on the labor market, and projected labor trends in existing key industries. The analysis must also identify the following:

- Industry-specific labor standards that meet high-road priorities.
- Barriers that limit access to high-quality jobs.
- Relevant training programs, apprenticeships, or high road training partnerships in the region.

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4. Industry Cluster Analysis:

A snapshot of current major industries as well as industry trends and projections. The analysis must also:

- Include an in-depth analysis of potential growth clusters based on the region's comparative advantages, market trends, workforce, infrastructure assets, policy trends, aligned state/federal investments, supply chain, and innovation ecosystem.
- Identify major sources of GHG emissions, air and water pollution, and toxic or hazardous waste from existing or proposed clusters.
- Conduct measurements of potential for job growth within industries.
- Identify workers and sectors at risk of displacement due to identified trends and analyses.

5. SWOT Analysis:

An in-depth analysis of regional Strengths, Weaknesses, Opportunities, and Threats (i.e., SWOT), especially as it relates to equitable economic resilience and growth of sustainable industry clusters. The SWOT analysis will draw from data and components through conducting the above analyses.

Regional Plan: Part 2 – Due October 31, 2023

HRTCs will also be required to develop a holistic economic development and transition roadmap with strategies that prioritize the creation of high-quality jobs, equitable access to jobs and resources, and emphasizes developing sustainable and resilient economies and industries. These industries include but are not limited to renewable energy, energy efficiency, carbon removal, zero-emission vehicles, advanced manufacturing, agriculture, forestry, artificial intelligence, and climate restoration and resilience. The roadmap and strategies must refer to the findings of the analyses in Part 1. The roadmap must include:

1. Vision and Goals:

Develop a vision and specific regional goals for creating a High Road economy that is sustainable, inclusive, and equitable.

2. Strategies for the growth of targeted industries:

- i. Industrial Cluster Development: This section will provide a snapshot of current trends and projected growth. It will consider, but is not bound by, existing relevant plans such as CEDS (if applicable and appropriate) along with the following elements that work together to support creation of quality jobs:
 - **Clear Local Market Signals**: Assess how proposed industries and affiliated investments align with market trends and local/state/federal policies.
 - **Value Chain and Infrastructure**: Explain how investments support the growth and clustering of businesses in the value chain of the proposed industry. Identify specific infrastructure required to grow the industry.
 - **Innovation Ecosystem**: Describe how investments connect the private sector to local innovation resources, facilitate the movement of new technologies to market, incubate early-stage businesses, etc.

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- ii. Workforce Development: Explain how the industrial strategy plans to match skills to available jobs, address talent and recruitment, and facilitate strategic collaboration among businesses, training and education institutions, labor, etc.

3. Strategies for increasing economic diversification:

Strategies must focus on economic diversification in at-risk locations (i.e., considering the impacts of economic disrupters such as climate change on the local workforce and economy). Investments must clearly address barriers to attraction and retention of businesses, as well as barriers to quality job access for disinvested communities.

4. Strategies for responding effectively to economic shocks:

These include the following:

- Protecting diverse communities, especially disinvested communities.
- Using economic shocks and disasters as opportunities for growth.

5. Strategies for increasing economic equity:

These strategies must refer to the analyses of workforce and demographic trends, and focus on closing gaps, reaching universal levels of service, or disaggregating results by race, ethnicity, income, etc.

- Strategies must create and sustain pathways into quality jobs and family-sustaining careers and improve job quality and wages in sectors that do not offer quality jobs. Analysis and recommendations must highlight how they propose to serve historically marginalized and disinvested groups and how those groups will learn about proposed interventions.
- Strategies must support workers potentially impacted by at-risk industries and must prevent displacement of incumbent workers or replacement of high-road jobs with low-quality jobs.

6. Strategies for increasing health and environmental equity:

These strategies must include limiting the impacts of economic development activities on the natural environment. They must also avoid exacerbating the effects of climate change and include pathways for mitigating the effects of anticipated climate impacts on targeted industries and occupations. They must also address public health needs, with special attention to the needs of disinvested communities.

7. Strategies for aligning with State strategies:

An assessment of how regional economic development strategies (i.e., planning priorities, grant programs, and regulations) can align with, support, and be supported by existing state strategies in areas like clean energy, air pollution reduction, transportation decarbonization, climate adaptation, sustainable water management, and natural and working lands.

Strategic Investments and Projects

- The Collaboratives will also identify 2-5 strategic investments or projects to enact recovery and transition to be funded in Phase II (Implementation) that meet the following criteria, which are currently presented at a high-level.
- Clarify Investments or Project Goals in Detail:
- Proposed projects must layout goals and success points in detail and provide threshold(s), benchmark(s), or target(s) for measuring or tracking success.

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

- Projects must provide the methodology for tracking or measuring the defined threshold(s), benchmark(s), or target(s).

1. Demonstrate Proposed Impacts to Communities/Industries:

Proposed investments must mitigate economic harm to workers, households, small businesses, impacted industries, and the public sector, and especially disinvested communities.

2. Demonstrate Project Feasibility, Commitments, and Community Support:

- Proposed projects must demonstrate support from the HRTC.
- Projects should show support from various stakeholders (e.g. community-based organizations, governmental, non-governmental entities, tribal entities, businesses, industries). Letters of support, meeting minutes, MOUs, court hearing minutes, or other documentation may demonstrate support.

3. Promote State Climate Goals:

- Investment projects lead to the development of low-carbon or regenerative industries.
- Investments that support economic diversification are designed to minimize GHG emissions and/or water or energy usage.

4. Support Labor Standards and Job Quality:

- Projects must include labor standards where applicable such as prevailing wage, project labor agreements, or community workforce agreements.
- Projects need to create high-quality jobs that bring sustainable income to the regions.
- Projects must define a plan with goals, targets, strategies, and activities to recruit, train, re-train, and support workers from disinvested communities.

5. Demonstrate Clear Role in Regional Strategy:

Industrial development should consider existing CEDS along with the following elements that work together to support the creation of quality jobs:

- i. Clear Local Market Signals: Explain how investments align with market trends:
 - Value Chain and Infrastructure: Describe how investments support the growth and clustering of businesses in the value chain. Identify specific infrastructure required to grow the industry.
 - Innovation Ecosystem: Describe how investments connect the private sector to local innovation resources, facilitate the movement of new technologies to market, incubate early-stage businesses, etc.
- ii. Workforce Development: Explain how the industrial strategy plans to match skills to available jobs, address talent and recruitment, and facilitate strategic collaboration among businesses, training and education institutions, labor, etc.
- iii. Economic Diversification: Describe how strategies will address specific barriers to attraction and retention of businesses, as well as barriers to access for disinvested communities.

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

- iv. Complement Existing Funding: If state or federal funding is available elsewhere for a proposed project (e.g., broadband), Collaboratives must improve equity outcomes, which include but are not limited to job access for those in disinvested communities, income inequality, income growth, business ownership, business revenue, job and wage growth, among others.

- v. Achieve Timely Implementation: Funds must be encumbered by October 2026.

Examples of projects include, but are not limited to, the following:

- Technical assistance, counseling, or other services to assist with small business planning needs.
- Programs that support economic diversification and the development of sustainable industries.
- Entrepreneurship and commercialization programs.
- Programs to connect small and minority-owned businesses to industrial hubs and research institutions.

**ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)**

This Memorandum of Understanding is made on July 1, 2022 by and between the California Community Foundation, 717 W. Temple St., Los Angeles, CA 90012, hereinafter "CCF" and the Economic Development Corporation of Los Angeles County, 444 S. Flower St., 37th Floor, Los Angeles, CA 90071, hereinafter "LAEDC". The parties hereby bind themselves to undertake a Memorandum of Understanding (*Agreement*) under the following terms and conditions:

TERM. The term of this Agreement shall be 24 months or 2 years unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. CCF and LAEDC are enlisting each other as partners in partnership to respond to the grant opportunity issued by the State of California's Employment Development Department ("EDD") for the Community Economic Resiliency Fund Program, Year 2022-24 Solicitation for Proposals. If awarded the grant from the State of California EDD, both parties agree to fulfill their roles and responsibilities as outlined in this Agreement and under the terms and conditions set forth in the grant agreement with the State of California. For the purposes of this partnership, CCF agrees to serve as the Fiscal Agent and LAEDC agrees to serve as the Regional Convener. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- Work collaboratively to prepare and package the response to the Solicitation for Proposals and submit it to the State of California EDD by the July 25, 2022, 3 PM deadline.
- Timely respond to any questions or additional documentation requested by the State after submission.
- If awarded the grant, fulfill their roles and responsibilities as outlined in this Agreement and under the terms and conditions set forth in the grant agreement with the State of California.

OBLIGATIONS OF THE PARTIES.

The CCF shall perform the following obligations as Fiscal Agent:

Registration with the State of California's System for Award Management (SAM): The Fiscal Agent will register with SAM prior to submitting the application package and will review and update its SAM registration every 12 months to remain current, accurate, and complete in the SAM database.

Control of the Fund: Deposit the designated funds into a single, interest-bearing account in trust for the benefit of the regional collaborative at intervals after the annual Budget Acts are enacted. Establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by the EDD

ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

according to Generally Accepted Accounting Principles, other state regulatory requirements, and the direction of the EDD.

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

Sub-Contract Administration and Disbursement of Funds: Enter into subagreements with vendors and other third parties to support the identified programs on behalf of the Collaborative and EDD. Any sub-agreements done at the direction of EDD, as directed by the CERF Leadership Team, are subject to EDD approval. Disburse funds in satisfaction of payment obligations under each sub-agreement. The Fiscal Agent shall disburse funds based upon invoices reviewed and approved by the personnel designated by the lead applicant when in support of Phase 1 of the grant. Disbursement of funds in support of additional phases of the implementation of CERF in the defined region must be approved by personnel identified by EDD. Collaboratives must assist EDD with the timely closing out of grants and programs with respect to sub-agreements. Collaboratives must also ensure funding is encumbered and expended by timelines set by EDD.

To the extent possible, subagreements and subcontracts will be limited to no more than 15 per fiscal year.

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

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

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

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

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

Accounts: Maintain SAM account and have Unique Entity ID number.

ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

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

The LAEDC shall perform the following obligations as Regional Convener:

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

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

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

Hiring and contracting: Hire or contract and oversee qualified coordinator(s) to support with outreach, with support from the state on coordinator job descriptions.

Coordinating: Serve as the central coordinator of economic development plans and future implementation projects related to CERF. Establish a coordinated line of communication among HRTC members to foster stakeholder connectivity. To the extent possible, LAEDC will serve as the primary point of contact between the HRTC and the Fiscal Agent.

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

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

ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

Reporting: Coordinate and complete outcome and reporting requirements as established by the Interagency Leadership Team and Community Economic Resilience Fund guidelines and regulations.

DEFINITIONS.

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

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

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

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

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

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

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

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

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

- a) Has full power, authority and legal right to execute and perform this Agreement;
- b) Has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;

ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

- c) This Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- d) Shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

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

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

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

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

ARBITRATION. Any controversies or disputes arising out of or in relation to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration

ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)

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

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

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

LAEDC
ATTN: Bill Allen, President and CEO and Stephen Cheung, Chief Operating Officer
444 S Flower St 37th Floor
Los Angeles, CA 90071
Emails: bill.allen@laedc.org; stephen.cheung@laedc.org

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

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

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

**ATTACHMENT A-5
MEMORANDUM OF UNDERSTANDING
(Standard Agreement)**

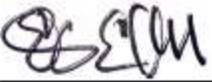
finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

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

California Community Foundation:

By:  _____ Date: July 22, 2022

By: Efrain Escobedo, Vice President Public Policy and Civic Engagement

Economic Development Corporation of Los Angeles County

By:  _____ Date: July 22, 2022

By: Bill Allen, President and CEO

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment Fiscal Support Unit

- A. The total amount of this Contract shall not exceed **five million (\$5,000,000)**. The EDD will closely monitor the Contract expenditures through the end of September 30, 2024.
- B. All past invoices must be submitted within 30 days after the date the Contract is executed.
- C. All invoices must be submitted on a monthly basis, 20 days after the end of the month. If invoices are not received timely, written justification must be provided within 15 days of the due date.
- D. All invoices must be submitted by October 20, 2024. Any remaining funds will be disencumbered after September 30, 2024, unless preauthorized by the EDD.
- E. All indirect costs and administrative cost must follow the 10% combined cap.
- F. All invoices must be submitted using the template provided after the signing of this contract and include the monthly narrative report.
- G. All invoices should submit supporting documentation for each charge.
- H. Quarterly projected expenditures must be submitted to the EDD by the end of each quarter using the template provided after signing this contract.
- I. Invoices must be submitted even if there \$0 expenditures for the reporting month. If \$0 expenditures, a detail description of monthly activities must be provided in the Progress Status Report.
- J. All invoices shall be sent **monthly** with the corresponding supporting documentation and monthly report of activities performed during the invoiced month to the EDD contact below for review and approval:

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

2. Withholding of Grant Disbursements

- A. The EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
- B. The EDD will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)**

ineligible, the EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.

- C. In the event that grant funds are withheld from the Grantee, the EDD designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

3. Advanced Payment

In accordance with Section 11019.1 of the Government Code, the Employment Development Department, may authorize upon determination that an advance payment is essential for the effective implementation of a program, to a community-based private nonprofit agency, with which it has contracted for the delivery of services, funds not exceeding 25% of the annual allocation to be made to the agency during the fiscal year.

As outlined in the Community Economic Resilience Fund Program Solicitation for Proposal – Phase 1, Planning Phase, applicants may apply to receive up to 25 percent of their total grant award through an Advance Payment option Applicants requesting Advance Pay will only be eligible for a one time advance payment and will be required to demonstrate good standing with the IRS. Advance Payment is subject to approval from Department of Finance and legislative authority; the requested percentage at the time of the application is not guarantee. The information provided in the Advance Pay Statement of Need, Project Expenditure Timeline for Advance Pay, Proposed Budget (Attachment B-1) and Proposed Budget Narrative (Attachment B-2) will be taken under consideration for final advance pay. To receive advance payment, applicants must adhere to the following at the time of the grant agreement:

1. Provide a one-page statement of need for advance pay.
2. Complete Advance Pay column on Attachment B-1 – Proposed Budget.
3. Provide details in Attachment B-2 – Proposed Budget Narrative for the categories utilizing Advance Pay.
4. Provide a high-level 6-month spending timeline including anticipated spend down and categories for the projected period of time.

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

3. Budget Contingency Clause

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

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

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

4. California Prompt Payment Clause

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

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

Grantee: California Community Foundation
Project Name: Los Angeles Region HRTC

Advance Pay***	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Advance Pay (percent)	25%
Advance Pay (amount)	\$1,250,000.00

Line Item	Expense Item	Administrative Cost	Program Cost	Contract Amount (If Applicable)	Total Project Budget	Advance Pay***
A.	Staff Salaries	\$384,555.00	\$750,000.00	\$750,000.00	\$1,134,555.00	<input checked="" type="checkbox"/>
B.	Number of full-time equivalents (2 Fiscal Agent/ 5 Regionl Convenor)					<input type="checkbox"/>
C.	Staff Benefit Cost	\$115,445.00	\$232,500.00	\$232,500.00	\$347,945.00	<input checked="" type="checkbox"/>
D.	Staff Benefit Rate (percent) 30% Fiscal Agent/ 31% Regional Convenor)					<input type="checkbox"/>
E.	Staff Travel				\$0.00	<input type="checkbox"/>
F.	Operating Expenses		\$9,000.00	\$9,000.00	\$9,000.00	<input type="checkbox"/>
G.	Events/Conferences		\$135,000.00	\$135,000.00	\$135,000.00	<input type="checkbox"/>
H.	Research		\$900,000.00	\$900,000.00	\$900,000.00	<input checked="" type="checkbox"/>
I.	Data, Planning and Communication Tools		\$23,335.00	\$23,335.00	\$23,335.00	<input type="checkbox"/>
J.	Community Engagement		\$1,968,000.00	\$1,968,000.00	\$1,968,000.00	<input checked="" type="checkbox"/>
K.	Participant Compensation		\$295,000.00		\$295,000.00	<input type="checkbox"/>
L.	Furniture and Equipment					

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

Line Item	Expense Item	Administrative Cost	Program Cost	Contract Amount (If Applicable)	Total Project Budget	Advance Pay***
1.	Small Purchase (unit cost of under \$5,000)				\$0.00	<input type="checkbox"/>
67	Large Purchase (unit cost of over \$5,000)				\$0.00	<input type="checkbox"/>
3.	Equipment Lease				\$0.00	<input type="checkbox"/>
M.	Contractual Services		\$187,165	\$187,165	\$187,165.00	<input type="checkbox"/>
N.	Indirect Costs* (complete item 1 below)				\$0.00	<input type="checkbox"/>
O.	Other (describe): Admin Cost				\$0.00	<input type="checkbox"/>
	TOTAL FUNDING**	\$500,000.00	\$4,205,000.00	\$4,205,000.00	\$5,000,000.00	
			Total Award		\$5,000,000.00	

1. Indirect Cost Rate (percent): [Click here to enter text.](#)

**** A maximum of 10% of the total project budget will be allowed for Administrative Costs or Indirect Costs (Total/Awarded Amount).**

The definition of administrative costs is provided in Appendix F of the SFP.

***Advance Pay column is only necessary if requesting up to 25% of the total grant request. Note that all funds under Advanced Pay must be spent prior to transitioning into reimbursables. Budget Summary Exhibit (B3) must be completed if applicable.

STATE USE ONLY	EXHIBIT B
Contract Number	
Contract Start Date	
Modification Number	
Modification Date	
Project Manager Initials	

**ATTACHMENT B-2
ADVANCE PAYMENT
(Standard Agreement)**

Grantee: California Community Foundation
Project Name: Los Angeles Region HRTC

Advance Pay

Line Item	Expense Item	Total Cost
A	Staff Salaries	\$191,427.00
C	Staff Benefit Costs	\$58,573.00
H	Research	\$600,000.00
J	Community Engagement	\$400,000.00
	TOTAL	\$1,250,000.00

Advance Pay – % of total grant funds expended (Total/Awarded Amount) 25%

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

STATE USE ONLY	EXHIBIT B-2
Contract Number	
Contract Start Date	
Modification Number	
Modification Date	
Project Manager Initials	

ATTACHMENT B-3
ALLOWABLE COSTS AND COST ITEMS AND DISALLOWABLE COSTS
(Standard Agreement)

Allowable Costs and Cost Items

In general, to be an allowable charge, a cost must meet the following criteria:

- Be necessary and reasonable for the performance of the award;
- Be allocable to the award;
- Conform to any limitations or exclusions set forth in the award;
- Be consistent with policies and procedures that apply uniformly to allowable uses of general funds;
- Be accorded consistent treatment;
- Be determined in accordance with generally accepted accounting principles;
- Be adequately documented;

Direct Costs: Direct costs incurred during the grant term and specified in the Grant Agreement will be eligible for reimbursement. Direct costs are defined as costs directly tied to the planning process including, but not limited to:

- **Research:** To conduct or gain access to research, market and feasibility studies, compiling and analyzing community needs-related information studies, access to proprietary data
- **Data, Planning, and Communication Tools:** Video conferencing, project management, mapping and any other related software subscription that can facilitate or improve participation of stakeholders during the planning process.
- **Community Engagement:** Marketing, facilitation fees, mediation/conflict management, interpretation services, translation of documents, transportation and transportation stipends, rental costs of equipment and facilities, childcare, food and refreshments when a meal is consumed as part of the event and replaces a meal otherwise missed by attending the event.
- **Participant Compensation:** Participant compensation that is an exchange of payment for services rendered in the development of community work products and appropriately documented with deliverables such as sign in sheets or written surveys. Compensation up to \$100 per day is allowed to attend CERF-related meetings, which does not include travel.
- **Consultant Fees:** Costs of consultants that provide training, research, project planning or capacity building services.

Disallowable Costs

The following costs are ineligible uses of planning grant funds:

- Exceeding the 10 percent cost cap for Administrative and/or Indirect cost.
- Lobbying or advocacy work, such as direct lobbying for the passage of specific bills or local propositions.
- Expenses not related to CERF planning efforts.
- Commission fees.
- Ongoing operational costs beyond the grant term.

ATTACHMENT B-3
ALLOWABLE COSTS AND COST ITEMS AND DISALLOWABLE COSTS
(Standard Agreement)

- Using funds for mitigation activities that are already mandated by local or state governing bodies or agencies.
- Expenses for publicity not directly related to CERF planning efforts.
- Bonus payments of any kind.
- The purchase of alcohol.
- Paying down debt or debt servicing fees.
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise.
- Services, materials, or equipment obtained under any other state program;
- Real estate brokerage fees and/or expenses.
- Stewardship of legal defense funds.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Subcontractors or Subgrantees

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

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 relationship with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar.

4. Contractor Evaluation

A. Within sixty (60) days after the completion of this Agreement, the Special Initiatives Support Unit 1 shall complete a written evaluation of the Fiscal Agent's performance under this Agreement. If the Fiscal Agent did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Fiscal Agent within 15 working days of the completion of the evaluation. Per subdivision (e) of Public Contract Code §§ 10369, the agency conducting the evaluation must place in the contractor's file and send a copy to the department within 5 working days. Under subdivision (f), the unsatisfactory report must be sent to the contractor within 15 days.

5. Termination Clause

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

6. Advance Work

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

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

8. Change in Staffing

Should a Fiscal Agent's or Regional Convener team member(s) become unavailable prior to a start date agreed upon with EDD, the Fiscal Agent will propose an equally well-qualified replacement consultant after consultation with EDD. All replacements are subject to EDD approval. Switching staff that were identified in the proposal with alternates, after execution of this Agreement, are grounds for termination of this contract. EDD has the right to request removal and/or replacement of staffing 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. A determination by EDD that a conflict of interest situation exists is grounds for termination.

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 Human Resources for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from EDD.

11. Disputes

If the Fiscal Agent disputes an action of the EDD in the administration of this Contract Agreement, the Fiscal Agent may appeal to the EDD Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from Fiscal Agent 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 EDD Executive Director (or designee) will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

13. The Fiscal Agent shall cooperate with the EDD, Governor's Office of Research and Planning (OPR), and Governor's Office of Business and Economic Development (GO-Biz) with regard to the performance of this agreement within the response time requested by the agencies.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
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14. The Fiscal Agent shall cooperate with EDD, OPR, and GO-Biz to provide timely responses to any requests for data and/or reports the EDD, OPR, and GO-Biz deem necessary for the evaluation of the grant program. Such data may include individual program data. The Fiscal Agent further understands and agrees that this data will be shared with the EDD, OPR, and GO-Biz and any other stakeholders.

15. The Fiscal Agent is responsible for the Phase 1 – Planning Phase activities identified in the original grant proposal submitted to the EDD, which is attached to and made a part of this Agreement.

Review and approval by the OPR and GO-Biz is solely for the purpose of proper program administration and shall not be deemed to relieve or restrict the Fiscal Agent of their responsibility.

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

17. The Fiscal Agent 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.

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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. 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 rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.