



California
COMMUNITY
Foundation

SUBCONTRACT AGREEMENT – CERF

«Organization_Name»

This Agreement refers to the subcontract agreement between «**Organization_Name**» (“**Subcontractor**”) and California Community Foundation (“**CCF**”) in support of the California Jobs First Fund (“**CJF**”). CCF has been awarded the contract from the State of California Economic Development Department (“**EDD**”) as the Los Angeles County fiscal agent. The Economic Development Corporation of Los Angeles County (“**LAEDC**”) is serving as the Regional Convener.

1. **SUMMARY:**

Subcontractor: «**Organization_Name**»

Agreement Date: «**Agreement_Date**»

Project: California Jobs First formally known as The Community Economic Resilience Fund (CERF)

Subcontractor Purpose: Serve as an Affinity Hub Lead member

Subcontract Term: Subcontract Execution date to September 30, 2024

Subcontract Amount: \$50,000

2. **PROJECT DESCRIPTION**

California Jobs First formally known as The Community Economic Resilience Fund (CERF) was created to promote a sustainable and equitable recovery from the economic distress

of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians. The Los Angeles County HRTC will bring together representatives from a wide variety of diverse organizations to create a shared vision for equitable economic growth accessible to individuals and families across Los Angeles County.

Subcontractor to serve as an Affinity Hub Lead. See Exhibit A – Scope of Work for a list of required activities pursuant to the CERF contract.

3. **Payment and Reporting Schedule:**

Payment shall be made in 2 payments according to the Payment Schedule set forth below. The payment schedule reflects and depends upon «Organization_Name» delivery of certain reports and performance of the Scope of Work set forth below, as well as the receipt of funds from the State of California EDD to CCF for the CERF Contract.

Payment Schedule:

	Date	Amount	Funding release trigger
First Payment	December 2023	\$40,000	Issued upon signed execution of this Subcontract and receipt of funds from EDD.
Final Payment	September 2024	\$10,000	Issued upon receipt and review of final Progress Report, required meeting attendance per Scope of Work (as defined below) and Subcontract and receipt of funds from EDD.

Reporting Requirements:

Progress and Final Reports are due pursuant to the schedule set forth below and must be received and approved by Regional Convener (LAEDC) prior to the release of second and final payments above. Progress Report format to be provided by CCF prior to the due date of first Progress Report.

<u>Reporting Schedule:</u>	Progress Report #1	December 31, 2023
	Final Report	September 15, 2024

4. **SUBCONTRACT TERMS AND CONDITIONS:**

4.1 **Use of Funds**

Subcontractor shall use the Subcontract funds only for the purposes of the specific Project described above. Any significant changes in the purpose for which subcontractor status as an Affinity Hub Lead must be approved in writing by CCF before funds are spent.

4.2 Reporting

Report(s) are to be furnished to CCF and LAEDC no later than the date(s) indicated above.

In addition to the required report(s), CCF and LAEDC may contact Subcontractor at any time to inquire about the status of the project.

4.3 Evaluation and Monitoring

CCF may monitor and conduct an evaluation of activities under this subcontract. This may include a visit from CCF or LAEDC.

4.4 Recordkeeping

Subcontractor shall keep accurate and adequate records from subcontract funds. Subcontractor shall make its books and records pertaining to the Subcontract funds available to CCF at reasonable times for review and audit, and shall comply with all reasonable requests of CCF for information and interviews regarding use of Subcontract funds. Subcontractor shall keep copies of all books and records related to this Subcontract and all reports to CCF for at least four years after Subcontractor has expended the last of the Subcontract funds.

4.5 Prohibited Uses

- a. Subcontractor shall not use any portion of the Subcontract funds in an attempt to influence legislation within the meaning of Section 4945(e) of the Internal Revenue Code ("IRC"). This prohibition shall not prevent Subcontractor from using Subcontract funds for communications that do not qualify as lobbying under IRC Section 4945(e), such as; communications with legislators that do not refer to any specific legislation or that refer to legislation without reflecting any view on it; Subcontractor may also use Subcontract funds for communications that qualify for any exception to the definition of lobbying under IRC Section 4945(e), such as nonpartisan analysis, study, or research, or certain responses to written requests from a legislative body or committee or government agency for comments on legislation;
- b. Subcontractor shall not use any portion of the Subcontract for reportable or disclosable activities under any applicable state or local campaign finance, lobbying disclosure, or election laws;

- c. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of the IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
- d. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
- e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

4.6 Representation and Warranty Regarding Tax Status

By entering into this Agreement, Subcontractor represents and warrants that Subcontractor is exempt from federal income tax under IRC Section 501(c)(3) or in the absence of such a determination, that Subcontractor is a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) and that it is not a private foundation as defined in IRC Section 509(a) (i.e. that it is a “Public Charity”). CCF is entering into this Agreement in reliance on such representations and warranties. Such representation and warranty shall continue through the completion date of this Subcontract.

4.7 Publications; License

Any information contained in publications, studies, or research funded by this Subcontract shall be made available to the public following such reasonable requirements or procedures as CCF may establish from time to time. Subcontractor Subcontracts to CCF an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this Subcontract at its sole discretion.

4.8 Violation of Terms; Change of Status

In the case of any violation by the Subcontractor of the terms and conditions of the Subcontract, including but not limited to not executing the work of the Subcontract in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of Subcontractor’s status as a Public Charity, CCF reserves the right in its absolute discretion to terminate the Subcontract. CCF’s determination will be final and will be binding and conclusive upon Subcontractor. Subcontractor shall give CCF immediate written notice of any change in Subcontractor’s tax exempt or Public Charity status. If final, annual, or progress reports are not received in a timely manner, CCF may withhold payment until the outstanding report is received and may terminate the Subcontract if any such report is not received within sixty (60) days following the date on which it was due.

4.09 Termination

Should CCF or LAEDC determine that subcontractor is not fulfilling any requirement of this agreement, this agreement can be terminated by providing no less than 15 days written notice. If subcontracted funds have already been distributed, claw back policies and procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement. The amount to be repaid by subcontractor will be determined by percentage of time left in the subcontract agreement in relation to the full amount of time of the agreement.

4.10 Public Acknowledgment

The subcontractor agrees to credit CCF as the fiscal agent designate and LAEDC as the Regional Lead and the State of California Employment Development Department as the contractor.

4.11 Assignment

Neither Party may assign its rights or obligations under this Subcontract without the prior written consent by other Party, which consent may be given or withheld in the other Party's reasonable discretion.

4.12 Entire Agreement

This Agreement constitutes the parties' entire agreement and supersedes all communications, representations, agreements and promises, written or oral, between the parties, regarding the subject matter hereof.

4.13 California Law

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

«Organization_Name»

California Community Foundation

Signature: _____

Signature: _____

Print Name: _____

Cielo V. Castro

Title: _____

VP of Public Policy and Civic Engagement

Date: _____

Date: _____

EXHIBIT A

Scope of Work

Subcontractor agrees to serve as an Affinity Hub Lead member. Required activities include:

- Participate in HRTC meetings and meetings related to your stakeholder group.
- Develop, implement, document, and deliver plans for convening stakeholder meetings while providing a written response either challenging or validating research for mandated progress reports.
- Facilitate monthly convenings and respond to data from research vendors, CERF Research Analyst, and community input.
- Provide data collection results to CERF Research Analyst through TBD portal.
- Participate in developing a fair governance structure, an effective outreach and engagement plan.
- Commit to working towards the goals set out in CERF.
- Collectively share the weight of responsibility in creating a more inclusive, equitable, resilient, and competitive regional economy.
- Engage stakeholders colleagues for input into the CERF process.
- Guidance and Recommendations to Regional Plan.
- Identify other planning processes or projects to align with CERF.
- Assume additional responsibilities of a Steering Committee member, working with the general Steering Committee members to obtain consensus on manners that reflect the mentality of the LA-HRTC, including approving regional plans.