

Whereas, on July 22, 2022, California Community Foundation (CCF) and Los Angeles Economic Development Corporation (LAEDC) enlisted 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 Resilience Fund, now known as the California Jobs First Fund, Year 2022-2024 Solicitation for Proposals.

Whereas, on March 1, 2023, the State of California awarded a \$5 million grant to CCF and LAEDC to serve as the fiscal agent and regional convener, respectively, for the Los Angeles region.

Whereas, on September 1, 2023, the State of California invited the CCF and LAEDC to apply for the California Jobs First, Catalyst Program, Year 2023-24 Closed Solicitation for Proposals.

Given these facts, both CCF and LAEDC declare that an extension of their existing MOU is needed and warranted. This revised MOU will only govern the partnership as it relates to the California Jobs First, Catalyst Program. Nothing in this document shall supersede or take precedent over the prior agreement relative to the \$5 million California Jobs First planning grant.

Memorandum of Understanding

This Memorandum of Understanding is made on November 17, 2023 (the "Agreement date") 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, 633 West 5th St., Suite 3300, 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 36 months or 3 years from the Agreement date unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. CCF and LAEDC are continuing to enlist each other as partners to respond to the grant opportunity issued by the State of California's Employment Development Department ("EDD") for the California Jobs First Fund, Year 2023-24 Closed 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 Closed Solicitation for Proposals and submit it to the State of California EDD by the November 30, 2023, 5 PM (PST) 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. 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 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 sub-agreements 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 California Jobs First 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 the grant. Disbursement of funds in support of additional phases of the implementation of California Jobs First 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.

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.

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 staff to support the Catalyst Program Design, including Sector Investment Coordinators to support with outreach, with support from the state on coordinator job descriptions.

On behalf of the HRTC, the Regional Convener will perform the following activities:

- 1) Continue to expand regional outreach and engagement activities, ensuring inclusion of disinvested communities;
- 2) Continuously update research to keep plans current for future funding opportunities and planning processes;
- 3) Coordinate Implementation Phase application process;
- 4) Highlight and influence collaboration with the GO-Biz Community & Place-Based Solutions team and the U.S. Economic Development Administration;
- 5) Track the projects identified by the HRTC, including applications and awards for additional funding from other sources.

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.

Reporting: Coordinate and complete outcome and reporting requirements as established by the Interagency Leadership Team and California Jobs First 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 California Jobs First 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;
- (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 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: Stephen Cheung, President and CEO
633 West 5th St., Suite 3300
Los Angeles, CA 90071
Emails: 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 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 Cielo V. Castro, Vice President Public Policy and Civic Engagement and on behalf of the Economic Development Corporation of Los Angeles County by Stephen Cheung, President and CEO and effective as of the date first written above.


California Community Foundation:

By: Cielo V. Castro
Cielo V. Castro (Nov 27, 2023 18:55 PST)


Date: Nov 27, 2023

By: Cielo V. Castro, Vice President Public Policy and Civic Engagement

Economic Development Corporation of Los Angeles County

By: 

Date: Nov 22, 2023

By: Stephen Cheung, President and CEO 
Stephen Cheung (Nov 22, 2023 11:18 CST)












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Final Audit Report

2023-11-28

Created:	2023-11-22
By:	Sonia Estrada (sonia.estrada@laedc.org)
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-  Document created by Sonia Estrada (sonia.estrada@laedc.org)
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-  Document e-signed by Kendal Turner (kendal.turner@laedc.org)
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-  Signer ccastro@calfund.org entered name at signing as Cielo V. Castro
2023-11-28 - 2:55:04 AM GMT- IP address: 38.104.76.66
-  Document e-signed by Cielo V. Castro (ccastro@calfund.org)
Signature Date: 2023-11-28 - 2:55:06 AM GMT - Time Source: server- IP address: 38.104.76.66

✔ Agreement completed.

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