

**Memorandum of Understanding for Workforce Development Services  
Between  
All Home, a project of Tides Center  
And  
Office of Economic and Workforce Development  
(on behalf of the Bay Area Good Jobs Partnership for Equity)**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 22nd day of JULY, 2022 (the “Effective Date”) by and between **All Home**, a project of Tides Center (“All Home”), a non-profit corporation, and the City and County of San Francisco, a municipal corporation (the “City”) acting through its Office of Economic and Workforce Development (“OEWD”).

**RECITALS**

- A. Whereas, the State of California established the Community Economic Resilience Fund (“CERF”) to build an equitable and sustainable economy across California in response to the economic distress of COVID-19, and foster long-term economic resilience by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.
- B. Whereas, Bay Area Good Jobs Partnership for Equity (“BAGJPE”) is an inclusive, worker-centric collaboration of ten workforce development boards from across the San Francisco Bay Area with representation from Alameda Workforce Development Board, County of Contra Costa Workforce Development Board, North Valley Workforce Development Board, Oakland Workforce Development Board, Richmond Workforce Development Board, San Francisco Office of Economic and Workforce Development, Silicon Valley San Jose Workforce Investment Network, Solano Workforce Development Board, Sonoma County Workforce Investment Board, and Workforce Alliance of the North Bay. BAGJPE builds partnerships to align economic and workforce development planning and coordinate programs and services for the larger Bay Area, and has pursued competitive funding with OEWD as its Fiscal Lead.
- C. Whereas, the Parties on behalf of the BAGJPE, intend to apply for a CERF Phase I Planning Grant, with a shared commitment to prioritize workers through regional economic and workforce development planning, stakeholder engagement, program design, staff and workforce system training, and expansion of regional initiatives.
- D. The purpose of this MOU is to summarize the parties’ roles and responsibilities and to memorialize their commitment to work together to achieve the goals, objectives, and deliverables of CERF.
- E. NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals.** The aforementioned Recitals are true and correct and incorporated herein by this reference.
2. **Responsibilities of Regional Convener.** As BAGJPE's approved Regional Convener, All Home shall be responsible for organizing an inclusive group of regional stakeholders to implement the planning grant in its region. All Home will establish a Steering Committee with community, labor unions, government, nonprofit, employer, workforce development, and advocate representation to form strategic plans for the CERF and with BAGJPE will oversee its membership.
3. **Responsibility of Fiscal Lead.** As BAGJPE's approved Fiscal Lead, OEWD will submit a grant application package, and if awarded, will oversee the day-to-day operations of the grant. Responsibilities will include: (1) act as liaison with the funding agency; (2) communicate expectations; (3) manage reporting and performance requirements; and (4) distribute funds. OEWD shall also be responsible for overseeing compliance with all terms and conditions of the applicable grant and any amendments thereto, including but not limited to, any and all applicable reporting, accounting, and financial disclosure requirements.
4. **Compliance with Program Requirements.** The Parties shall manage and expend the grant funds in accordance with the terms and conditions of the Solicitation for Proposals (dated June 21, 2022, hereafter "the SFP"), the grant and any amendments thereto, and all applicable federal and state and local laws.
5. **Service Agreements.** The Parties will disburse funds under Service Agreements for each grant and/or subgrant; grants may be awarded by the Fiscal Lead or through the Regional Convener, as the parties jointly deem appropriate. The Parties will develop and approve template Service Agreements; changes must be approved by the Parties' legal counsels in accordance with each Party's authorized approval process.
6. **Payments.** OEWD will be responsible for disbursing grant funds to All Home for regional convening services as set forth in this MOU. All expenditures shall be consistent with the budget submitted as part of the CERF Phase 1 Planning Grant application, as such budget may be amended from time to time and approved by the parties in writing. OEWD will provide payment to All Home only for actual costs as supported by documentation specified below, not for budgeted costs. Payments will be made after reviewing and approving that documentation and confirming its accuracy.
7. **Invoicing.** All Home shall provide OEWD invoices in a form agreed to between the parties. The invoices shall include appropriate documentation describing the services rendered and the costs and fees associated with those services, including outside vendor costs where appropriate. All Home and OEWD shall agree on the form and contents of the documentation and reports; at a minimum however, the information provided by All Home must enable BAGJPE and its Fiscal Lead OEWD to verify that the services have been provided and that the costs are billing appropriately.

All Home shall provide monthly invoices no later than the 15<sup>th</sup> day after the end of the month. Invoices should be submitted with a summary of monthly activities to OEWD and the OEWD project manager for approval, and then submitted via email to [OEWD.ap@sfgov.org](mailto:OEWD.ap@sfgov.org).

If All Home requests reimbursements for services other than the services described in this MOU, it shall do so in advance of performing the services. OEWD shall not be obligated to reimburse All Home for services that are not described in this MOU or otherwise pre-approved in writing.

- 8. Term.** The term of this MOU shall commence at the date of notice of the CERF Phase I Planning award, and shall continue until October 31, 2026.
- 9. Termination.** This MOU may be terminated by either party by giving 30 days prior written notice to the other party, except that in the event of a breach, the non-breaching party may terminate the agreement if it provides written notice of breach to the other party and the other party fails to cure the breach within 10 business days.
- 10. Indemnification.** During and after the term of this Agreement, each Party will indemnify, hold harmless and, at the other Party's request, defend such other Party, its subsidiaries, affiliates, directors, officers and employees, past or present, from and against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to attorney fees) arising from or related to any actual or alleged: (i) misrepresentation, fraud or breach by the indemnifying Party of any representation, warranty or covenant in the Agreement (or made in anticipation of the Agreement), or (ii) wrongful, unlawful or negligent act or omission by the indemnifying Party in connection with the Agreement or the Services.
- 11. Amendment.** Any party to this MOU may propose written amendments to it at any time. If mutually agreed to and properly executed, amendments shall become effective upon the effective date of the amendment.
- 12. Entire Agreement.** This MOU constitutes the entire agreement of the parties related to the subject matter addressed in this MOU, and supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this MOU, whether oral or written.
- 13. Governing Law.** This MOU shall be interpreted and applied consistent with the laws of the State of California.
- 14. Severability.** The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.
- 15. Discretion.** Each party, including their respective employees, officials and boards, shall exercise its sole discretion over all matters relating to the work performed under this

MOU and over each contract or decision over which it has jurisdiction consistent with legal requirements.

**16. No Joint Venture.** Nothing in this MOU shall be construed as creating the right or ability of one party to bind the other and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by either party, their employees, officers and/or agents, to implement this MOU. All employees, officers and/or agents of each party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents. Nothing in this MOU shall be construed as creating a partnership, joint venture, employment or agency relationship between All Home, BAGJPE, or SFOEWD. Each party shall conduct its activities under this MOU in accordance with all applicable laws and regulations. Each party shall be responsible for its own acts.

**17. Sunshine Ordinance.** The parties acknowledge and agree that this MOU, as well as communications and documents exchanged between All Home and OEWD, are subject to San Francisco Administrative Code Chapter 67 (the "Sunshine Ordinance").

**18. Notices.** All written communications sent by Parties under this MOU may be by email or U.S. mail or overnight courier, and shall be addressed as follows:

**All Home:**           **All Home**  
                              **220 Montgomery Street, Suite 850**  
                              **San Francisco, CA 94104**  
                              **ATTN: Jeff Hobson**

**OEWD:**               **San Francisco Office of Economic and Workforce Development**  
                              **On Behalf of the Bay Area Good Jobs Partnership for Equity**  
                              **C/O Joshua Arce, Director of Workforce Development**  
                              **1 South Van Ness Avenue, Fifth Floor**  
                              **San Francisco, CA 94103**


**19. Dispute Resolution.** All Home shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying OEWD in writing within 10 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the All Home, the appropriate project managers from OEWD, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from All Home and OEWD are unable to resolve the dispute, the matter shall be forwarded to the Executive Directors of All Home and OEWD, whose decision shall be final and binding on both parties.

**20. No Third-Party Beneficiaries.** There are no third-party beneficiaries of this MOU. The parties acknowledge and agree and this MOU is entered into for their mutual benefit and not for the benefit of any other party.

**21. Nondiscrimination.** In performing this MOU, each party agrees not to discriminate against any person on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, in accordance with San Francisco Administrative Code Chapter 12B, and the All Home agree to incorporate Chapter 12B into any contracts for work funded under this MOU.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

SAN FRANCISCO OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT  
(On behalf of the Bay Area Good Jobs Partnership for Equity)

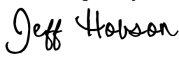
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JOSHUA ARCE  
DIRECTOR OF WORKFORCE

Date

ALL HOME, A PROJECT OF TIDES CENTER

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JEFF HOBSON  
CHIEF OPERATING OFFICER

Date

TIDES CENTER

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7/22/2022 | 1:40 PM PDT

MEGHAN HERBERT  
ASSOCIATE

Date