

ATTACHMENT A

**FISCAL SPONSORSHIP AGREEMENT BETWEEN
PHILANTHROPIC VENTURES FOUNDATION AND
OAKLAND THRIVES/YOUTH VENTURES JOINT POWERS
AUTHORITY**

This Fiscal Sponsorship Agreement ("Agreement") is made effective this 2nd day of February, 2024, at Oakland, California between Philanthropic Ventures Foundation ("PVF" or "Foundation"), a California nonprofit public benefit corporation located in Oakland, California, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC") and as exempt from state income tax under California Revenue and Tax Code Section 23701d, and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi), and Oakland Thrives/Youth Ventures Joint Powers Authority ("JPA") (referred to collectively herein as "the Parties").

RECITALS:

WHEREAS, the County of Alameda {"County"}, City of Oakland and the Oakland Unified School District are committed to social justice for children, youth and families.

WHEREAS, on December 13, 2006 the County, City of Oakland, and the Oakland Unified School District formed a joint public entity called the Youth Ventures Joint Powers Authority ("JPA") with the goal of enhancing their collective efforts to improve outcomes for vulnerable youth and their families.

WHEREAS, the County, City of Oakland and the Oakland Unified School District are committed to building upon years of successful public and philanthropic investments to improve collaborative efforts to create better outcomes for children, youth and families in Oakland.

WHEREAS, PVF is a 501(c)(3) public charity in Oakland California, with a 32-year track record of serving the local community; having made over \$12 million in immediate response mini grants to public school teachers for science, arts, special education and excursion grants; and having served as the fiscal sponsor for multiple large County of Alameda grant programs, including All in Alameda County, the Innovations in Mental Health Grants and the Innovations in Reentry Grants.

WHEREAS, PVF and the Oakland Thrives/Youth Ventures JPA agree that PVF will serve as the fiscal sponsor of Oakland Thrives/Youth Ventures JPA effective November 27, 2023.

WHEREAS, it is the intent of the Parties that this Agreement shall replace the fiscal sponsorship agreement between PVF and Oakland Thrives executed December 19, 2022.

NOW, THEREFORE, for valuable consideration, receipt and adequacy of which are hereby acknowledged, PVF and Oakland Thrives/Youth Ventures JPA hereby agree as follows:

1. The Project. The potential scope of the Project is as defined in the "Mission; Purpose of the JPA" as set forth in Article IV of the Joint Powers Agreement creating the Youth Ventures Joint Powers Authority, which is incorporated by reference herein as Attachment A. The purpose or mission of the JPA is consistent with the mission of PVF. The actual scope of the Project shall be determined by the annual budget approved by the JPA and shall include further scope added to the Project on a case-by-case basis as specific programs are proposed and approved by Oakland Thrives/JPA with concurrence of PVF.

2. Scope of Work/Duties of the Fiscal Sponsor. PVF shall act as the fiscal sponsor of the Project and be responsible for the funding of the Project.

(a) Funding: Oakland Thrives/Youth Ventures JPA may solicit gifts, contributions, grants, or other charitable donations to PVF, earmarked for the purposes of the Projects. The JPA shall provide notice to PVF about any funding source(s) within thirty (30) days of such funding source(s) being formally approached (*e.g.*, through a written application) to provide goods or services to the JPA. All grant agreements, pledges, or other written commitments with funding sources to support the Project shall be jointly executed by PVF and the JPA, where such grant agreements, pledges or other written commitments require formal written agreement between the funding source(s) and the JPA. All checks for charitable donations for the Project should be made payable to Philanthropic Ventures Foundation with Oakland Thrives/JPA in the check memo line or accompanying grant letter.

(b) Accounting: PVF shall be responsible for the invoicing, processing, acknowledgment and depositing of all monies received on behalf of Oakland Thrives/JPA, which shall be reported as the income of PVF for both tax purposes and for purposes of PVF's financial statements. PVF will supply, on an annual basis, standard information required for IRC 501(c)(3) grant applications which Oakland Thrives/JPA may duplicate and use to apply for such grant applications. Additional information necessary to complete grant applications or satisfy the request of potential donors will be provided by PVF upon written request of the authorized representative of Oakland Thrives/JPA to PVF. Grant funds will be deposited and available at the time of payroll and requested vendor payments. PVF shall, within five (5) working days of written request, provide to Oakland Thrives/JPA a balance sheet reflecting credits, debits and a running balance of the JPA's funds.

(c) Additional Duties: As the Fiscal Sponsor, PVF shall perform the following additional duties:

i PVF shall perform all tax and regulatory requirements for the Project;

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iii. PVF shall manage all administrative duties and responsibilities professionally and with the highest degree of integrity and accountability;

iv. PVF's Board of Directors shall govern ethically, avoiding conflicts of interest in conducting the affairs of the organization and in carrying out its legal, fiduciary and policy making responsibilities;

v. PVF shall engage in a clear, systematic process when assessing and selecting individual projects for sponsorship.

3. Annual Budeet. The Oakland Thrives/JPA will submit to PVF an approved budget. All revisions to the annual budget must be approved by Oakland Thrives/JPA and maintained on file in PVF's offices.

4. financial Reports. PVF will furnish to the JPA a quarterly report within thirty (30) days of the end of each quarter based on the January 1 to December 31 fiscal year, and a year-end report no later than January 30th of each year this Agreement is in effect, of the financial status detailing all income and expenses for the designated time period. PVF shall retain the services of an independent certified public accountancy firm to conduct an annual financial audit of PVF's work and shall provide the audit report to Oakland Thrives/JPA.

5. Authorized Representative. Oakland Thrives/JPA shall designate an authorized representative, who may be the CEO or Board Co-Chair for the JPA, to serve as the primary point of contact for PVF in serving as the fiscal sponsor. PVF shall designate a similar representative to serve as the primary point of contact for the JPA.

6. Employees and Volunteers. Persons who are hired with grant funds received by PVF to support the Project, other than independent contractors as set forth in Paragraph 7 below, shall be employees of a third-party employer of record, such as Turning Basin Labs, for the duration of this Agreement Oakland Thrives/JPA. Oakland Thrives/JPA's authorized representative shall be responsible for overseeing the activities of its employees, volunteers, and independent contractors who perform work on or in relation to the Project.

7. Independent Contractors. Contracts with independent contractors must be authorized and executed by PVF. All such contracts must include a description of services to be performed and the independent contractor's fees must be provided for in the Project budget. All independent contractors must have worker's compensation insurance coverage. PVF will issue checks to independent contractors from funds that are available from the Project to support the fees.

8. Administrative Fee. Additional Expenses. PVF wilt charge a two percent (2%) fiscal sponsorship administrative fee for services rendered on the Project (the "Administrative Fee"). This fee will be calculated based on the income received for the support of the Project. PVF will assess the Administrative Fee at the time of each donation, and thereafter 2% per annum, and will transfer the Administrative Fee from the Project's fund to PVF's general fund.

9. Payment of Project Expenses. PVF shalt pay all Project expenses directly. Provided that there are sufficient funds for the Project, PVF will pay the Project expenses upon the written request of the

seven (7) to ten (10) working days for processing. All checks for the Project will be mailed by PVF. In the event that the Project needs to pick up a check from PVF, the Project shall notify PVF two (2) days before the check is to be issued. If an individual, other than the authorized representative for the Project needs to pick up a check, he or she must have a signed authorization statement from the check payee and must sign a receipt of check form. PVF shall notify Oakland Thrives/JPA in advance of incurring any extraordinary Project charges or expenses.

10. Requests for Information. Oakland Thrives/JPA, through its authorized representative, may request information about the Project budget, fund balances, check requests, issuance and pick up of checks, and other fiscal matters. All such requests must be in writing and may be made by mail, facsimile, or e-mail. All requests for clarification, meetings regarding the work of Oakland Thrives/JPA or any other matter requiring special attention should be addressed to the Chief Operating Officer of PVF. PVF will respond within two (2) to four (4) working days to the JPA's written request for information and assistance.

11. No Attempt to Influence Legislation. This Fund shall not be used to influence legislation within the meaning of the Internal Revenue Code (IRC) Section 501(c)(3). Further the Fund, shall not be used to participate or to intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

12. No Support of Terrorist Activity. As a condition to entering into this Agreement, Oakland Thrives/JPA hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to the Executive Order 13224 and other individuals and entities that may be designated by the United States. Oakland Thrives/JPA Fund further certifies that it will not provide material support or resources to an individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated. In accordance with tax law,

13. Funds Subject to PVF's Exclusive Legal Control. PVF is required to state that all funds gifted to the Foundation become the property of the foundation and are subject to its exclusive legal control. PVF is the legal grantee of any funds received for Oakland Thrives/JPA and at all times PVF shall retain ultimate discretion and control in respect to the allocation of any Project funds. The parties intend that this Agreement be interpreted to provide PVF with variance powers necessary to enable PVF to treat Project Funds as PVF's assets while this Agreement is in effect.

14. Indemnification. PVF shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Oakland Thrives/JPA, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, damages, judgments, actions, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of PVF, its employees or agents, in serving as fiscal sponsor for Oakland Thrives/JPA, except to the extent such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Oakland Thrives/JPA, its officers, directors, trustees, employees or agents.

15. Indefinite Term. This Agreement shall become effective on February 2, 2024 and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect indefinitely. This Agreement shall terminate if PVF can no longer reasonably accomplish the JPA's objectives. Either PVF or Oakland Thrives/JPA may terminate this Agreement with or without cause on ninety (90) days' written notice to the other Party. If Oakland Thrives/JPA would like to become a separate nonprofit organization which is tax exempt under IRC Section 501(c)(3) and is not classified as private foundation under Section

DocuSign Env 11 12 76 7f, :CE, g li f C3 f, , , , @d representative shall notify PVF immediately and PVF shall cooperate with Oakland Thrives/JPA to transfer the resources and documentation to the New Organization.

16. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the Institution of legal or equitable proceedings by either party. The Parties shall endeavor to resolve claims, disputes, and other matters in question between them by mediation. The Parties shall share the mediator's fee equally. The mediation shall be held in Oakland, Alameda County, California, unless another location is mutually agreed on. Written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

17. Non-Discrimination. In implementing this Agreement, there shall be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. PVF agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 173S aAd, JPA policy. PVF shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

18. Certification. Be a [dlog, Pebacroeot, suspeo5ioo, loelig!billtv, and Y9lvotary, ExclY\$fon. PVF certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that it does not appear on the Excluded Parties List. (<https://www.sam.gov/>).

19. Governns Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be enforced entirely within such State.

20. Final Agreement. This Agreement shall supersede any prior oral and written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter thereof. This Agreement may not be amended or modified, except in writing signed by both Parties hereto.

IN WITNESS WHEREOF the Parties have executed this Fiscal Sponsorship Agreement effective on the date first written above.

PHILANTHROPIC VENTURES FOUNDATION:

By: [Signature] _____
Executive Director, PVF

Date: 3/8/2024 _____

PHILANTHROPIC VENTURES FOUNDATION

PHILANTHROPIC VENTURES FOUNDATION JOINT POWERS AUTHORITY

[Signature]

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County of Alameda

By: jo SOI, \-1)-1.U\ t.U, Date: 2/21/2024
Dr. Kyla Johnson-Trammell, Superintendent, Oakland Unified School District

By: Sheng Thao Date: 3/8/2024
Sheng Thao, Mayor, City of Oakland

By: t.. M.boVL Date: 2/9/2024
Melihore, CEO, Oakland Thrives/Youth Ventures JPA

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