

1 GRANT AGREEMENT

2 35973

3 This Grant Agreement ("Agreement") is made as of August 19, 2020, by and
4 between the LONG BEACH CENTER FOR ECONOMIC INCLUSION, a California
5 nonprofit corporation (the "Center"), and the CITY OF LONG BEACH, a municipal
6 corporation ("City"), pursuant to a minute order adopted by the Long Beach City Council at
7 its meeting on September 3, 2019.

8 RECITALS

9 WHEREAS, this Agreement is executed in connection with a grant in the
10 amount of \$125,000 ("Grant Commitment Amount") made by City to the Center (the
11 "Grant"), as part of City's ongoing efforts to provide programs and services that support
12 economic development and financial empowerment of low-income communities; and

13 WHEREAS, the Grant is being made by City to the Center in order to provide
14 matching seed funds for the planning, development and operational costs of the Center;

15 AGREEMENT

16 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
17 conditions in this Agreement, the parties agree as follows:

18 1. Center's Representations and Warranties. To induce City to enter into
19 this Agreement and to make the Grant, the Center makes the following representations
20 and warranties:

21 1.1 Capacity. The Center has the full power, authority, and legal
22 right to execute and deliver, and to perform and observe the provisions of this
23 Agreement, and any other document, agreement, certificate, or instrument which
24 may be executed in connection with the Grant (collectively, the "Grant Documents"),
25 and to carry out the contemplated transactions.

26 1.2 Authority and Enforceability. The Center's execution, delivery,
27 and performance of this Agreement and the other Grant Documents have been duly
28 authorized by all necessary corporate or other business entity action and do not and

1 shall not require any registration with, consent, or approval of, notice to, or any
2 action by any person, entity or government authority. This Agreement and the other
3 Grant Documents, when executed and delivered by the Center, shall constitute the
4 legal, valid, binding, and joint and several obligations of the Center enforceable in
5 accordance with their respective terms.

6 1.3 Compliance with Other Instruments. The execution and
7 delivery of this Agreement and the other Grant Documents and compliance with
8 their respective terms, shall not result in a breach of any of the terms or conditions
9 of, or result in an occurrence of an event for which any holder or holders of
10 indebtedness may declare the same due and payable under, any indenture,
11 agreement, order, judgment, or instrument to which the Center is a party or by which
12 the Center may be bound or affected.

13 1.4 Compliance with Law. The execution and delivery of this
14 Agreement and the other Grant Documents do not conflict with, result in a breach
15 or default under, or create any lien or charge under any provision of any
16 governmental regulation to which the Center is subject.

17 1.5 No Untrue Statements. All statements, representations, and
18 warranties made by the Center in this Agreement or any other Grant Document (a)
19 are and shall be true, correct, and complete in all material respects at the time they
20 were made and on and as of the date of this Agreement; (b) do not and shall not
21 contain any untrue statement of a material fact; and (c) do not and shall not omit to
22 state a material fact necessary to make the information in them neither misleading
23 nor incomplete. The Center understands that all such statements, representations,
24 and warranties shall be deemed to have been relied on by City as a material
25 inducement to make the Grant.

26 2. Grant Conditions and Center's Covenants.

27 2.1 Grant Conditions. City shall disburse funds to the Center in the
28 Grant Commitment Amount no later than thirty (30) days after City receives from the

Center (i) written request for such funds and (ii) an operations plan in form and content reasonably acceptable to City covering anticipated costs and expenses of the first year of the Center's operations.

2.2 Grant Expenditures. The Center shall only expend Grant proceeds on costs actually incurred by the Center in connection with its stated purpose as a non-profit corporation. The Center shall keep documents and records evidencing such expenditures in its possession for at least three (3) years after the last of such Grant funds are expended, and shall allow City and its auditors reasonable access to such documents and records for purposes of inspecting the same to determine compliance with the Center's obligations under this Agreement. The provisions of this Section 2.2 shall survive termination of this Agreement.

2.3 Center Cooperation. The Center shall make a good faith effort to continue to work with City and other community partners to implement the "Everyone In" Plan adopted by the Long Beach City Council.

3. Term. Except for those provisions which expressly survive termination, the term of this Agreement shall expire, and City shall have no further obligation to fund the Grant Commitment Amount, in the event that the Grant Conditions are not satisfied on or before December 31, 2020.

4. Default and Remedies.

4.1 Events of Default. The Center shall be in default under this Agreement and the other Grant Documents if any of the following events ("Events of Default") occurs (a) the failure of the Center to perform or comply with any obligation hereunder or under the other Grant Documents within thirty (30) days of receiving written notice of such failure from City; or (b) the failure to be true in any material respect when made of any representation or warranty of the Center contained herein or in the other Grant Documents.

4.2 City's Rights and Remedies. Subject to the Center's right to notice of default and right to cure the default(s), if an Event of Default occurs, City

1 has the following rights and remedies ("Rights and Remedies"):

2 4.2.1 Declare a Default. City may declare this Agreement in
3 default.

4 4.2.2 Terminate the Grant. City may terminate the Grant,
5 make no further payments hereunder, and may seek reimbursement of the
6 Grant from the Center.

7 4.2.3 Indemnity. The Center shall indemnify and shall defend
8 and save harmless, City and City's boards, and the officers, directors,
9 employees and agents of City (for the purposes of this Subsection,
10 collectively the "City"), from and against any and all losses, liabilities, suits,
11 obligations, fines, damages, penalties, claims, costs, charges and expenses
12 harmless from any liability, claim, loss, cost, legal expenses, incurred by or
13 alleged against City arising from or related to the Grant or the Center's
14 actions or omissions under this Agreement. The provisions of this Section
15 4.2.3 shall survive termination of this Agreement.

16 4.2.4 Remedies Cumulative. City may (but is not required to)
17 exercise any or all of the rights under this Agreement. All of City's Rights and
18 Remedies contained in this Agreement are cumulative and are in addition to
19 any other Rights and Remedies created in any other Grant Document or
20 existing at law or in equity.

21 5. Miscellaneous.

22 5.1 No Waivers. If City delays in exercising or fails to exercise any
23 of its rights under this Agreement, that delay or failure shall not constitute a waiver
24 of any City rights or of any breach, default, or failure of condition under this
25 Agreement. No waiver by City of any of its rights or of any such breach, default, or
26 failure of condition shall be effective, unless the waiver is expressly stated in a
27 writing signed by City.

28 5.2 Entire Agreement. This Agreement and the other Grant

Documents are the entire understanding between City and the Center about the Grant, and may not be modified, amended, or terminated except by written agreement signed by City and the Center.

5.3 Assignment. This Agreement inures to and binds the heirs, legal representatives, successors, and assigns of the Center and City; provided, however, that the Center may not assign this Agreement, or assign or delegate any of its rights or obligations without City's prior written consent in each instance, which consent may be withheld in City's sole and absolute discretion.

5.4 Notices. Any notice required to be provided in this Agreement shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated below in this Section or to such other address as a party may designate by written notice to the other. All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; or (c) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Center: LONG BEACH CENTER FOR ECONOMIC INCLUSION
6509 GUNDLY AVE.
LONG BEACH, CA 90805

City: City of Long Beach
411 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802
Attn: Economic Development Director

1 5.5 No Third-Party Beneficiary. This Agreement is for the sole
2 benefit of City and the Center and is not for the benefit of anyone else. All conditions
3 to City's obligation to make any payment are solely for City's benefit. No other
4 person or entity shall have standing to require satisfaction of those conditions or be
5 deemed to be the beneficiary of those conditions.

6 5.6 Governing Law. This Agreement shall be construed and
7 enforce able according to the laws of the State of California for all purposes.

8 5.7 Time Is of the Essence. Time is of the essence with respect to
9 all obligations of the Center under this Agreement.

10 5.8 Severability. If any provision of this Agreement, or the
11 application of it to any party or circumstance, is held void, invalid, or unenforceable
12 by a court of competent jurisdiction, the remainder of this Agreement, and the
13 application of such provision to other parties or circumstances, shall not be affected
14 thereby, the provisions of this Agreement being severable in any such instance.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4554

1 IN WITNESS WHEREOF, the Center and City have executed and delivered
2 this Grant Agreement as of the date first written above.

3 LONG BEACH CENTER FOR ECONOMIC
4 INCLUSION, a California nonprofit
5 corporation

6 Oct. 19th, 2020

By Robert M. Cabeza
Name Robert M. Cabeza
7 Title LBCEI Board President

8 October 19, 2020

By Jeff Williams
Name JEFF WILLIAMS
9 Title LBCEI INTERIM DIRECTOR

10 "Center"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 _____, 2020

By _____
City Manager

15 "City"

16 This Agreement is approved as to form on _____, 2020.

17 CHARLES PARKIN, City Attorney

18 By _____
19 Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4684

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2 this Grant Agreement as of the date first written above.

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4 INCLUSION, a California nonprofit
5 corporation

6 Oct. 19th, 2020

By Robert M. Cabeza
Name Robert M. Cabeza
7 Title LBCEI Board President

8 October 19, 2020

By Jeff Williams
Name JEFF WILLIAMS
9 Title LBCEI INTERIM DIRECTOR

10 "Center"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 December 23, 2020

By Linda J. Tatum
City Manager

15 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

16 This Agreement is approved as to form on December 15, 2020.

17 CHARLES PARKIN, City Attorney

18 By [Signature]
19 Deputy
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LONG BEACH CENTER FOR ECONOMIC INCLUSION #84-4693859

ARTICLES OF INCORPORATION

Article I

The name of this corporation is **Long Beach Center for Economic Inclusion** ("Corporation").

Article II

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes. The specific purpose of this Corporation is a community development organization that expands inclusive economic opportunities to build and sustain wealth for all communities in Long Beach.
- B. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Article III

The name and address in the State of California of this Corporation's initial agent for service of process is 6509 Gundry Avenue, Long Beach, CA 90805

Article IV

The initial street and mailing address of this Corporation is 6509 Gundry Avenue, Long Beach, CA 90805.

Article V

This Corporation shall have no members.

Article VI

- A. No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

- B. Notwithstanding any other provision of these articles of incorporation, this Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.
- C. Notwithstanding any other provision of these articles of incorporation or other governing instrument of this Corporation, during such period or periods, of time, if any, as this Corporation is treated as a "private foundation" pursuant to Section 509 of the Code: (i) the Corporation's income must be distributed at such time and in such manner so as not to subject this Corporation to tax under Section 4942 of the Code and (ii) this Corporation is prohibited from (a) engaging in any act of self-dealing (as defined in Section 4941(d) of the Code); (b) retaining any excess business holdings (as defined in Section 4943(c) of the Code) which would subject this Corporation to tax under Section 4943 of the Code; (c) making any investments in such manner so as to subject this Corporation to tax under Section 4944 of the Code; and (d) making any taxable expenditures (as defined in Section 4945(d) of the Code).

Article VII

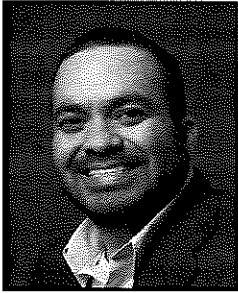
- A. The property of this Corporation is irrevocably dedicated to charitable purposes. No part of the net income or assets of this Corporation shall ever inure to the benefit of any of its directors or officers, or to the benefit of any private person, except that this Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.
- B. Upon the dissolution or winding up of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable and public purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

Date:



Sharon J. Diggs-Jackson, Secretary

**LB Center for Economic Inclusion
Board of Directors**



Dr. Juan Benitez, Director, CSULB Center for Civic Engagement
juan.benitez@csulb.edu (310) 213-9252

Dr. Juan M. Benitez is a father, educator, and community leader dedicated to Long Beach. He serves as the Executive Director for the Center for Community Engagement (CCE) and as an Associate Professor of History at California State University, Long Beach (CSULB).

With over 20 years of experience in higher education, Juan heads university-wide community engagement projects, programs, activities, and initiatives. He has helped raise close to \$3 million in funding for projects in the region, working with over 100 nonprofit organizations and community groups as well as thousands of students and community members.

Through his work with the CCE, Juan helped to implement The California Endowment's Building Healthy Communities initiative in Long Beach, a 10-year effort to improve neighborhood conditions that contribute to good health. Juan also worked with AmeriCorps and community groups to create a collaborative vision to address youth development, parent engagement, equity and opportunity gaps, and school discipline issues in Long Beach schools. He currently serves on his campus's Highly Valued Degree Initiative Student Engagement Task Force and on the ReLAY Institute team, focusing on providing improved education, employment, housing, and health for disconnected youth. Juan has also served as Co-Chair of the Committee for Community Collaboration, which hosted an annual Long Beach Community Issues Forum that brought thousands of students, educators, and community members together to engage in dialogue and develop proactive strategies to address key issues in areas such as college preparation completion rates, community health and homelessness.

Juan is the proud and dedicated parent of a daughter who just started kindergarten in Long Beach Unified School District. A product of public schools, Juan earned his Bachelor's, Master's, and Doctorate degrees from the University of California, Los Angeles (UCLA). Juan is also the proud son of hard-working immigrants from Mexico who came to the United States to pursue a better life for their family and achieve the *American Dream*.

Juan was elected to the Long Beach Unified School District Board, Third District, in June 2018.



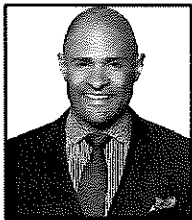
Bob Cabeza, Retired Senior Vice President of Community Development, YMCA of Greater Long Beach
Mathew.cabeza@gmail.com, (562) 472-3829

Mr. Cabeza has thirty-nine years of experience in youth development, group work, community development, administration and digital technology programming resulting in the ability to build and lead unique programs designed to better the lives of children, youth and families. Mr. Cabeza has worked in both community development, community engagement and group work with both children, youth and families for the YMCA, Foundation for the Junior Blind and Village Camps / ETR Tours in Switzerland. His special emphasis has been to help diverse youth develop good interpersonal and working relationships with each other through both the Youth Institute and Change Agent Productions.

Mr. Cabeza has a special focus on youth development, economic and technology equity for underserved communities as it relates to developing social, emotional, academic and workforce success. Prior to becoming Senior Vice President of Community Development, he served as Executive Director with the YMCA of Greater Long Beach, YMCA Youth Institute Director, Associate Executive Director of the Ketchum YMCA in Los Angeles, Youth Services Director for the YMCA of Greater Long Beach, and Director of Camp and Recreation Services for The Foundation for the Junior Blind.

He is the founder and creator of both the YMCA Youth Institute and Change Agent Productions social enterprise. He is a fellow of the ZeroDivide Foundation Z-Fellows Program and has been a panelist and presenter at several national conferences. Mr. Cabeza is the first non-school-based educator to be named an Apple Distinguished Educator by Apple Inc. He is the recent recipient of the Don and Rosemary Vial Award for Digital Inclusion given out by the California Emerging Technology Fund and the California Public Utilities Commission. He has served as an Advisory Board member of the California After School Network (CAN) and the League of California After School Practitioners (LCAP). He was on the California State Senate Task Force on Intersession and Summer Programming for Youth. He also sits on the National Advisory Council for the Character Development Learning Institute with YUSA and the S.D. Bechtal Foundation. He has been named an Honorary Member of the Golden Key International Honour Society with California State University Long Beach. He holds a Bachelors Degree in Journalism from San Jose State University.

He has been married for 25 years and has a 20-year-old son.



Rev. Wayne Chaney, Pastor- Antioch Church, LB
wchaney@antiochlb.com (562) 472-4105

Wayne Chaney personifies the contemporary spiritual leader. He uniquely bridges people from different generations, cultures, and demographics through his relevant teaching and architecture of spirited worship atmospheres. His rich family heritage of clergyman fuels his genuine love for people. He stewards a five-decade legacy left by his grandfather, Joe Chaney, Jr. as he pastors Antioch Church of Long Beach. Wayne's determination to shift culture is permeated throughout his ministry expression, oratory and brand tentacles.

Wayne has never been satisfied with status quo so whether it is a national television show, radio show, church congregation, regional festival, or by feeding thousands of people every month, he is destined to make a difference. Chaney is the visionary of the Long Beach Gospel Fest, the city's premier gospel event held on the beautiful shores of downtown Long Beach. This yearly gathering brings politicians, business owners, gospel singers, and over 25,000 people together for inspiration, worship and music. "Beyond the gospel music, we are witnessing the addition of something new and wonderful to Long Beach," he said to the Los Angeles Times.

Wayne is a featured radio talk show host on Stevie Wonder's KJLH 102.3 FM every Sunday. His weekly show "Real Life with Pastor Wayne and Myesha Chaney" has generated considerable listenership because of its ability to tackle and address real life issues.

He is strongly engaged civically as the former President of the California National African American Network, SBC, Board Member of the National African American Network, and on the Executive Board of the California Southern Baptist Convention. Pastor Chaney serves on the Executive Board of Global Tribe International, whose mission is to rescue those in physical and spiritual poverty, reach communities with the gospel and recruit and empower young leaders. He is also the president emeritus of the Long Beach Ministers Alliance.

Pastor Chaney has been the recipient of various awards, commendations, and recognitions and is noted in various publications. He was featured on the cover of Church Executive Magazine. For two consecutive years, the Long Beach Post named Pastor Chaney one of its' "Ten Most Powerful People." Chaney received the 2010 Martin Luther King Jr Peace Maker Award from the City of Long Beach. He has been recognized as the 100 Black Men's and Delta Sigma Theta's Long Beach Chapter's Leader of the Year.).

Pastor Chaney has added published author to his expanding repertoire as his novel Your Miraculous Potential: Maximizing God's Creativity, Power and Direction is now available at retailers everywhere.



Sharon Diggs-Jackson, Program Director, Elite Skills Development
shdiggs56@gmail.com (562) 244-9324

Sharon Jackson's professional career includes 12 years with IBM where she served as an auditor and administrative branch manager. Her 20-year career with the City of Long Beach included serving as an Analyst in the Long Beach Police Department's Narcotics and Crime Analysis Divisions and Coordinator of the Neighborhood Nuisance Abatement Program. For the final 10 years of her career she was the city's Airport Public Affairs Officer.

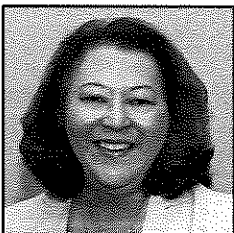
Following her retirement in 2009, Sharon, and her husband David, began a journey to discover and connect with their family roots that landed them in Selma, AL, where they purchased and renovated a historic home in Downtown Selma. The home has been used as a center for racial healing and social action and a learning center for students studying the Civil War, the Civil Rights and Voting Rights Movement.

In 2011, in collaboration with the City of Selma, the Jackson's upgraded and reopened the historic Selma Walton Theater, which had been closed for 10 years. The theater was turned over to a local operator after two years and continues to serve as a focal point for the community and Downtown Selma.

A student of history, Sharon is a trained genealogist and author of, *Images of America:SELMA*. Published in November 2014, the book has been very well received and is now in its second printing.

Currently, Sharon serves as the Program Officer for Elite Skills Development, a non-profit organization that provides services to create pathways to self-sustainability for at-risk and under-resourced youth and young adults.

Sharon is a member of the Long Beach City College Citizen Oversight Committee, a board member of the Long Beach African American Cultural Center, the Executive Committee of the Selma Annual Bridge Crossing Jubilee and a member of Delta Sigma Theta Sorority, Inc-Long Beach Alumnae Chapter and The Links, Inc.



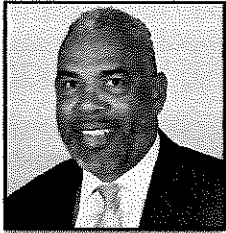
Vivian Shimoyama, Small Scale Partners
vshimoyama@gmail.com, (310) 780-5375

Vivian Shimoyama is the founder and president of Breakthru Unlimited. Her company provides products and services that promote the advancement of women. Wanting to move women forward, she created a 'glass pin' that symbolizes breaking the invisible barrier... the glass ceiling. Her glass artwork can be seen on the lapels of prominent women and men, and is the foundation of her international and national advocacy work for women in business.

The recent addition to her company is Breakthru Solutions, LLC, a consulting firm that provides strategic business planning and resource consulting services for organizations from Fortune 500 companies to small businesses and non-profit organizations. Ms. Shimoyama has built relationships with businesses throughout the country in order to 'team on projects', and connect large corporations, government agencies, small businesses, and community organizations.

She serves on the national advisory council for Consumers for Cable Choice and is an appointee to the Long Beach Workforce Development Board. An expert in advocacy, Vivian is the incoming vice president of governmental affairs for the California Small Business Association and a state advocacy director for Women Impacting Public Policy. Dedicated to the small business community and economic development, she is a member of the board of directors of the California Small Business Education Foundation, Enterprise Institute of the National Association of Women Business-Los Angeles, University of Southern California Small Business Development Office, Women's Leadership Exchange, Corporate Community Advisory Board for Southern California Edison, Union Bank of California, Merrill Lynch, and advisor to Count Me In – Make Mine a Million, a national micro-loan program for women business owners.

She is a graduate of the University of Illinois, College of Commerce. Ms. Shimoyama was awarded the National Women In Business Advocate Award from the President, U.S. Congress, and U.S. Small Business Administration. And as a Presidential appointee to the National Women's Business Council, she advised the President and U.S. Congress on issues important to women business owners. She was a member of the U.S. delegation for the landmark 10 Downing Street Economic Summit headed by Exchequer Gordon Brown and the U.K. Government. In 1995, she was elected to serve as a delegate to the White House Conference on Small Business.



Darick J. Simpson, Executive Director - Miller Foundation
dsimpson@eandlmillerfdn.com (562) 787-3052

Darick J. Simpson, currently serves as the president and CEO of the Earl B. and Loraine H. Miller Foundation — one of the largest philanthropic foundations in the city. He formerly served as the executive director of Long Beach Community Action Partnership.

Simpson, who holds a bachelor's degree in Communications from the University of Alabama and a master's in organizational management from the University of Phoenix, led LBCAP for the last 13 years. The nonprofit assists youth and families to reach self-sustainability.

Under Simpson's direction, LBCAP became Long Beach's public access television broadcast outlet and started a training program for youth in the performing arts and broadcast journalism. He grew LBCAP from a staff of 24 with a \$1.3 million budget to an agency with a \$10 million budget and 80 staff members.

A resident of Long Beach, Darick is a recognized leader in the community. Additionally, Mr. Simpson serves on various national, state, and regional boards including the PBS SoCal Advisory Board and the Los Angeles County Department of Public Social Services (DPSS) Commission.



Building Capacity for an ‘Everyone In’ Long Beach

EXECUTIVE SUMMARY

Long Beach Center for Economic Inclusion (LBCEI) offers innovative programs to address the critical needs of people living in poverty through a holistic approach to “helping people help themselves and each other.”

LBCEI is a Community Development Corporation, anchored in North Long Beach and provides citywide services to help the ‘Everyone In’ Economic Inclusion Initiative.

This comprehensive community development corporation will employ services relevant to the following areas:

1. Housing and Homeownership
2. Economic Resiliency (Connectedness)
3. Entrepreneurship and Small Business Support
4. Workforce and Youth Development
5. Creative Placemaking
6. Urban Agriculture, Green Space, and Sustainability
7. Uptown Business Improvement District

Objectives, proposed programs, and outcomes for the first year of operation are articulated in detail below.

Wells Fargo grant funding and the City of Long Beach allocated funds have been used to help establish the CDC and furthermore support program implementation in the areas of Housing and Homeownership and Economic Resiliency.

BACKGROUND

ESTABLISHING A COMMUNITY DEVELOPMENT CORPORATION

Community Development Corporations (CDC) are positioned to build the economic and social strength of an area by expanding educational programs and rehabilitating neighborhoods. CDCs often address a diverse range of neighborhood needs, such as job training, residential and commercial development, and social programming like entrepreneurial classes, expungement workshops, and financial literacy courses.

As the dialogue around 'Everyone In' transitions from lessons learned, to building capacity and implementing strategic, best practices in Long Beach, it was determined that a community development corporation would be the ideal vehicle, through which many of these inclusive strategies can be sustained. Moreover, a CDC would create an opportunity for synergy by becoming the anchor institution to align and expand several North Long Beach initiatives.

PROGRAMS

LBCEI was officially established on March 11, 2020 with its founding board meeting. LBCEI is a community development corporation that expands inclusive economic opportunities to build and sustain wealth for all communities in Long Beach. LBCEI's primary goals are listed below.

Housing and Homeownership – Long Beach and the rest of California is amidst a housing crisis, as demands for housing outnumber the production and stock available. Low housing supply has, in turn, resulted in higher costs for living, as over half of Long Beach residents spend more than 30% of their income on rent or mortgage. Homeownership remains one of the best ways to build intergenerational wealth; however, there is a persistent exclusion of low to moderate income (LMI) families and people of color from Long Beach's housing market. Down-Payment affordability poses the most significant barrier for LMI individuals when it comes to purchasing a home (1). Being that 62% of Long Beach residents are renters, services such as a down-payment assistance program, and a HUD Certified Homebuyer Counseling & Education Center would provide the information and resources necessary to expand economic opportunity through homeownership to more people (2).

Unlike most cities, Long Beach has its own Health Department and Housing Authority. The traditional focus of most CDCs is the development of housing and retail property. As an effort to expand economic opportunity, the CDC will establish a partnership with the Housing Authority and other critical public and private actors, to create an Enterprise Zone Infill Housing Development Program to leverage targeted economic development areas for housing.

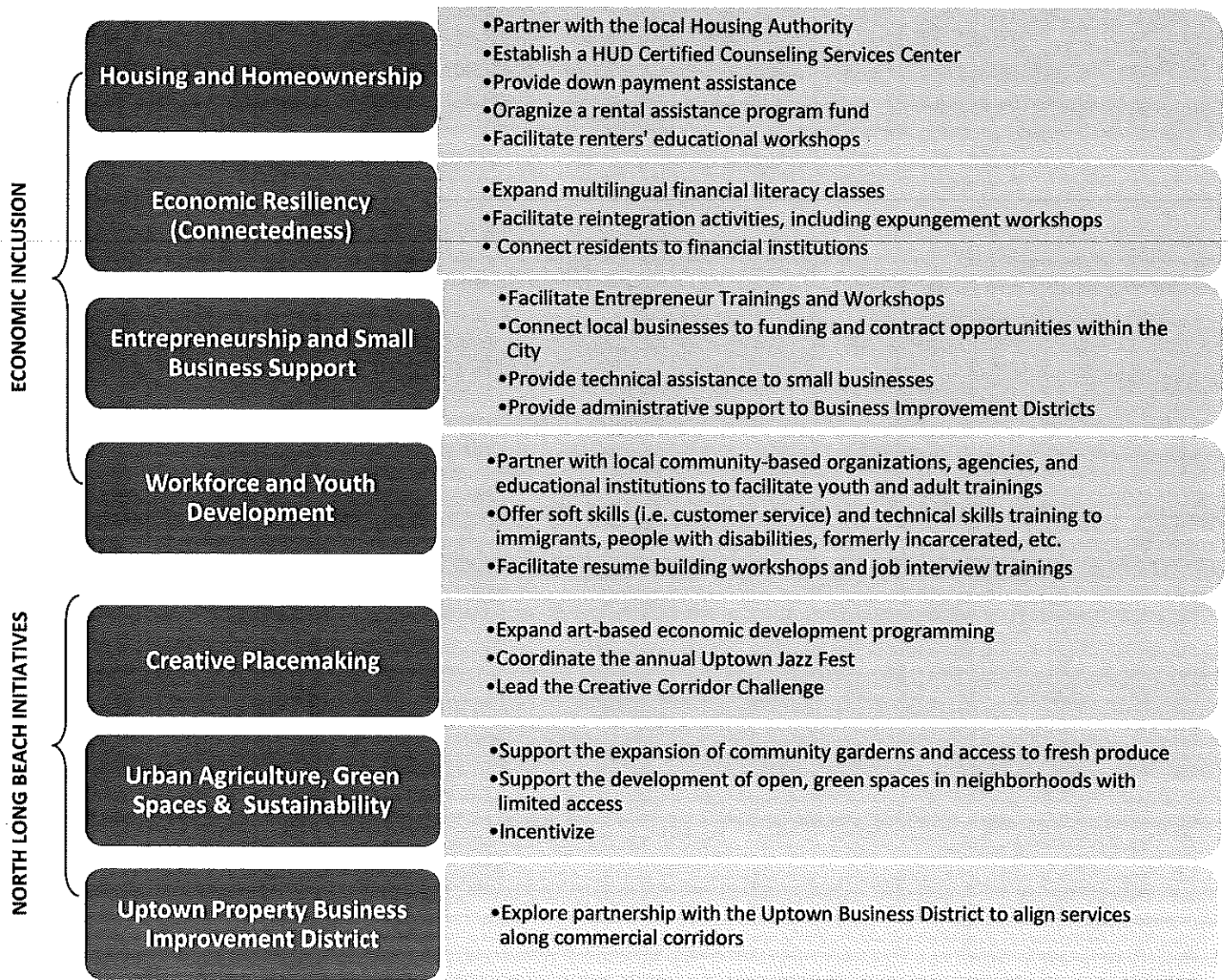
Economic Resiliency (Connectedness) – A community's access to affordable housing, good-paying jobs, transportation, and other resources are all indicators of one's ability to economically thrive. Economic Resiliency is an overlapping component within the other economic inclusion focus areas, as each program scoped for this CDC will provide a resource or tool to that educates and connects an individual to opportunity. Economic Resiliency speaks to the foundational support many marginalized communities go without, such as credit and financial education, which would be fundamental to starting a business or owning a home.

Entrepreneurship and Small Business Support – More than 9,800 small businesses are anchored in Long Beach, employing nearly 100,000 people (1). Economic Inclusion is the effort to create pathways of opportunity ensuring every Long Beach resident can fully participate in the economic life of the City as employers, entrepreneurs, consumers, and so forth (3). As an entrepreneur, access to capital is challenge for small business owners and aspiring entrepreneurs, often inhibiting one's ability to grow their business. Furthermore, racial disparities are present in the rates of business ownership and annual receipts. Small Business Support objectives would be the technical and educational assistance an entrepreneur needs, as well as access to funding platforms.

Workforce and Youth Development – By 2020, 44% of jobs will require at least an Associate’s Degree, meaning higher levels of skill and education are needed to qualify for the jobs of tomorrow (1). Presently, there are grave disparities among communities of color that meet employable by this forecast. There are also persistent barriers of employment for other sectors of the community such as the differently abled and formerly incarcerated. Access to job-readiness programming, in both hard and soft skills, will be essential to ensuring a strong, inclusive workforce.

In addition to the Economic Inclusion focus areas, the CDC will also establish social and health objectives (which will be discussed later in a later segment).

Long-term objectives for this comprehensive CDC include services in the following areas:



SUSTAINABILITY: OPERATIONAL TIMELINE

Preliminary Steps: Establish Community Development Corporation, leverage startup funds to identify partnerships and apply for project-specific grant opportunities to expand services.



Year 1: (Oct. 2019-Dec. 2020)

Engage organizational partners, initiate program development and implementation.

SUSTAINABILITY: BUDGET

| REVENUE | | |
|--|---|-----------|
| Source | | Amount |
| Unrestricted Capital | City of Long Beach* | \$125,000 |
| Restricted Funds | Wells Fargo Grant | \$115,000 |
| Total Revenue | | \$240,000 |
| EXPENSES | | Year 1 |
| Start Up Costs | Non-Profit Filing, Legal, etc. | \$8,000 |
| | Board Workshops | \$5,000 |
| | Branding, Communications, Website | \$7,500 |
| | LBCAP Admin Fee (13%) | \$14,950 |
| Staff Salary (\$60,000) & Benefits (25%) | | \$75,000 |
| Operational Contingency (15%) | | \$36,000 |
| Occupancy (Rent, Utilities, Maintenance) | | \$12,000 |
| Supplies | | \$3,300 |
| Marketing, Outreach, Printing | | \$5,000 |
| Programming | Housing & Homeownership | \$73,250 |
| | Economic Resiliency (Connectedness) | |
| | Entrepreneurship & Small Business Support | |
| | Workforce & Youth Development | |
| | Creative Placemaking | |
| | Urban Agriculture | |
| Total | | \$240,000 |

*Council approval needed.

OUTCOMES

Preliminary

1. Form a working group of 9 community partners.
2. Convene 3 planning meetings to establish governance and initiate search for board members and staff.
3. Establish an 8-10-member Board of Directors, with representation from the Uptown community, business sector, development sector, education, and non-profit sector.

Operational

4. Housing and Homeownership: Start the process to become a HUD Certified Counseling center (takes up to a year for approval).
5. Housing and Homeownership: Partner with local organizations to deploy housing preservation services. Goal: 20-30 LMI homeowners will reduce utility costs through the installation of energy-efficient appliances.
6. Housing and Homeownership: Facilitate monthly Homeownership Readiness classes. Goal: 25 LMI participants will be eligible for down-payment assistance.
7. Economic Resiliency: Conduct 12 bi-weekly Financial Literacy Workshops, engaging 15-20 participants each session. Goal: 35 participants set and meet their personal financial goals: resolving debt, establishing a budget, and building credit and savings.
8. Outreach: Attend 2 different community meetings each month, beginning in Quarter 2, for a total of 18 community meetings. 25 residents are engaged and informed about the CDC's services.
9. Outreach: Schedule at least 1 community presentation each quarter, for a total of 4 presentations. 15 residents sign up to participate in economic inclusion programs.
10. Partnerships: Identify 1-2 partners (funders and subcontractors) to support each program area. CDC should have between 6-12 partnerships established for this purpose.
11. Small Business Support: Award 13 mini-grants, ranging from \$500-\$1,000, to small businesses for interior improvements. Distribute a total of \$8,000 in grant money.
12. Small Business Support: Connect ten small businesses with financial institutions to support access to capital.

13. Workforce Development: Facilitate 3 monthly resume building workshops. Goal: connect 12 participants to job opportunities.
14. Creative Placemaking: Host the Uptown Jazz Fest. *Over 6,000 attended in 2018.*
15. Urban Agriculture and Green Spaces: Award 5 mini-grants, ranging from \$500-\$1,000, to support local urban agriculture projects.
16. Method of Evaluation: At the end of the first year, Staff will use an analysis tool to evaluate the first year of operation: strategic partnerships, funding gaps and opportunities, program implementation and performance.

BACKGROUND

THE CITY OF LONG BEACH

Long Beach is the seventh largest city in California: a metropolitan of over 50 square miles, including a developing waterfront, the country's second busiest container port, its own airport, community college and university. Long Beach is home to nearly half a million residents, and over the past 30 years, the City has experienced a large demographic shift, as its population has grown from 32 percent people of color, to 72 percent (2). Thus, making Long Beach a majority minority population.

For decades, Long Beach's economic drivers and employment anchors have been its public institutions. However, in recent years, advances in technology and the expansion of global markets have changed the face of business and commerce in the city. While this economic resurgence has benefit many within the innovation workforce, it has left a great number of Long Beach residents at a disadvantage, as they struggle to make ends meet (1). The City of Long Beach has since taken great strides to expand access and opportunity to all its residents by prioritizing economic inclusion as a strategy for economic development.

BUILDING AN 'EVERYONE IN' ECONOMY

In 2017, the Long Beach City Council adopted the Blueprint for Economic Development, a 10-year plan, which outlines goals and focus areas to advance the vision of Long Beach as "the city of opportunity for workers, investors, and entrepreneurs" (3). The Blueprint lists strategies to strengthen the city's economic engines and create new industries, identifying economic inclusion as a priority in this 10-year plan by expanding access and advancing economic equity in low-income communities.

Following the adoption of the Blueprint, the full City Council unanimously approved a package of economic inclusion initiatives presented by Councilmember Rex Richardson, in November 2017, entitled 'Everyone In.' Launched in partnership with Los Angeles Local Initiative Support Corporation (LA LISC), 'Everyone In' is an economic inclusion initiative, which seeks to create a local, more equitable economy by removing barriers and providing pathways of opportunity to ensure that every resident can fully participate in the economic life of the city.

Phase 1 of ‘Everyone In’ used a three-pronged approach to focus on data collection, learning, and understanding the strengths and challenges facing the Long Beach community. These three essential steps included: **1. The ‘Everyone In’ Listening Tour**, which engaged underrepresented groups, providing input on community solutions, **2. Policy Roundtable Discussions**, a multi-disciplinary think tank engaged in robust discussions on best economic inclusion practices and policies, and **3. The Equitable Growth Profile**, a comprehensive data analysis of Long Beach, co-authored by PolicyLink and USC’s Program for Environmental and Regional Equity (USC PERE). In May 2018, Phase 1 of ‘Everyone In’ culminated with the ‘Everyone In’ Economic Equity Summit which brought community members, business leaders, policymakers, and philanthropic partners together for a day-long conference centered on innovative approaches to building a more inclusive economy.

Wells Fargo was the title sponsor for the Economic Equity Summit in May 2018 and funded the Implementation Phase (Phase 2) of the ‘Everyone In’ Initiative.

‘Everyone In’ Phase 2 was launched in January 2019, as Councilmember Richardson and LA LISC deployed two methods of engagement to prepare and present the Implementation Plan. This Plan is an agenda of policy and program recommendations informed by the findings of Phase 1, in the areas of **Housing & Homeownership, Diverse Entrepreneurship, Small Business & Procurement, Workforce & Youth Development, and Economic Resiliency (Connectedness)**.

Furthermore, a key objective for Phase 2 is **building capacity**, through the creation of a **Community Development Corporation**, to ensure there is institutional support for the proposed strategies. Establishing a CDC comes from the outreach conducted in Phase 1, as residents expressed the need for a non-profit, community-based organization to focus on community economic development and financial empowerment. The twelve community solutions that

Everyone In Listening Tour Community Solutions

1. Multilingual financial literacy
2. More respectable financial institutions
3. Establish diverse workforce development strategies
4. Youth workforce development programs
5. Partnerships with local schools
6. Creation of community hubs and resource centers
7. Provide small business development support
8. Develop internships and apprenticeships
9. Support wage increases
10. Affordable childcare
11. Homebuyer support
12. Bring back a "Community Redevelopment Agency" approach

emerged from the Listening Tour identify services that would provide a comprehensive approach to an 'Everyone In' Long Beach (4).

In addition to deploying economic inclusion services, there is potential to align North Long Beach initiatives into the CDC's programming.

A LOOK AT NORTH LONG BEACH

North (Uptown) Long Beach is a vibrant, diverse community, comprised predominately of people of color and families with children under the age of 18. North Long Beach demographics outnumber the rest of the city and Los Angeles County with its large majority-minority population (58% Latino, 20% Black/African American, and 11% Asian) and its younger inhabitants. Currently, the median age of North Long Beach is four years younger than the city and six years junior to the County (5).

Major thoroughways, the 710 and 91 freeways, intersect North Long Beach, as arterial corridors, Atlantic Avenue and Artesia Boulevard emerge into a new "Main Street" with much-needed neighborhood amenities. A unique blend of commercial, residential, and industrial uses, North Long Beach, is undergoing a dynamic transformation, coined as the Uptown Renaissance. This resurgence incorporates the community into a re-envisioned North Long Beach, with three integral developments in the pipeline, key initiatives addressing persistent issues, and groundbreaking projects underway.

The Opportunity: Aligning North Long Beach Initiatives

The North Long Beach community has taken innovative approaches towards addressing health issues, concerns for access to opportunity and amenities, and improving the quality of life in the area. With the support of the council office, Uptown residents have effectively addressed issues of blight and vandalism throughout the neighborhood, expanded food access, created a very notable, annual summer concert, and established an organization to manage the supportive services of the commercial corridor. Momentum following these efforts affirms there is a need for an entity to align and continue these local initiatives.

The District 9 Urban Agriculture Council is an association of North Long Beach's community gardeners. The Council was created to expand access to local, fresh food, as programming includes gardening workshops, lessons, and crop swaps.

The Creative Corridor Challenge is a North Long Beach beautification program that was initiated to combat blight, by installing artwork on sites most commonly targeted for graffiti and vandalism.

The Uptown Jazz Festival has become the signature event for North Long Beach, as it brings out notable talent, local vendors, and attracts thousands of spectators. Last year's event brought in over 6,000 attendees to the Houghton Park. The 2019 Festival is scheduled for Saturday, July 6th.

The Uptown Business Improvement District manages the cleanliness, safety, promotion, and activation of the designated commercial corridors. Over 140 businesses are included within the BiD boundaries, providing those owners with additional services that go beyond government's capacity.

Indeed, as each of these efforts equip community assets to encourage activity and respond to specific challenges, there remains an economic need in North Long Beach. Despite being the youngest zip code in the city, North Long Beach has smaller proportions of college-educated residents in compare to the county (5). Consequently, lower levels of educational attainment pose a barrier to employment, as an estimated 44% of jobs will require at least an Associate's degree by next year (1). Anchoring a community development corporation in North Long Beach will be the nexus of support, resources, and tools to ensure Uptown residents and businesses thrive.

Bylaws of the
LB CEI COMMUNITY DEVELOPMENT CORPORATION
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**Bylaws of the
LONG BEACH CENTER FOR ECONOMIC INCLUSION COMMUNITY
DEVELOPMENT CORPORATION**

ARTICLE 1 - OFFICES

Section 1. Principal Office.

The principal office for the transaction of activities and affairs of this Corporation is located at 6509 Gundry Avenue, Long Beach, CA 90805, Los Angeles County, California

Section 2. Change of Address.

The Board of Directors (Board) shall have full power and authority to change said principal office from one location to another within the State of California. Any such change shall be noted by the Secretary in these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 3. Other Offices.

The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE 2 – OBJECTIVES AND MISSION

Section 1. Objectives and Mission

This Corporation is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The mission of the Corporation shall be:

"The Long Beach Center for Economic Inclusion is a community development organization that expands inclusive economic opportunities to build and sustain wealth for all communities in Long Beach."

Section 2. Non-Partisan Activities.

No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any political party seeking public votes. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the mission described above.

Section 3. Dedication of Assets.

The properties and assets of this Corporation are irrevocably dedicated to public charitable purposes. No part of the net earnings, properties or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director of this Corporation. Upon the dissolution or liquidation of the Corporation, its assets remaining after payment or provision for payment of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or Corporation which is organized and operated exclusively for charitable or educational purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code, as amended.

Section 4. Relationship with For-Profit Entities.

The Corporation shall not be controlled by, nor be under the direction of, for profit entities or

individuals seeking profit from the organization.

ARTICLE 3 - MEMBERSHIP

Section 1. Members

The Corporation shall not have any members within the meaning of section 5056(a) of the California Nonprofit Corporation Law or otherwise.

Section 2. Non-Voting Members

The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board finds appropriate. Such associate or other members are not "members" of the Corporation as defined in section 5056 of the California Nonprofit Corporation Law.

ARTICLE 4 - BOARD OF DIRECTORS

Section 1. General Powers.

Subject to the provisions of the Articles of Incorporation and the California General Nonprofit Corporation Law, the affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the day-to day operation of the business of the Corporation to the Executive Director or to any other person, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. Specific Powers.

Without prejudice to the general powers set forth in Article 4, Section 1 above, but subject to the same limitations, the Board of Directors shall have the power to do the following:

- A) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Corporation or by these bylaws.
- B) Appoint and remove, at the pleasure of the Board, all corporate officers, agents and employees; prescribe power and duties for them as are consistent with the law, the articles of incorporation and these bylaws; fix their compensation; supervise their performance; and require from them security for faithful service.
- C) Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California.
- D) Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- E) Authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Except for matters pertaining to the ordinary and necessary operation of the business of the Corporation and as otherwise provided in Section 5214 of the California Corporations Code, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.
- F) Accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this Corporation.

G) Adopt, use and, at will, alter a corporate seal.

Section 3. Number of Directors.

The authorized number of Directors of the Corporation shall be not less than seven (7) and no more than fifteen (15). The exact number of Directors shall be fixed from time to time within the limits specified in this section by the Board.

Section 4. Nominations, Election and Term of Office.

The Chair of the Board shall appoint a committee to nominate qualified candidates for election to the Board at least 30 days before the date of any elections of directors. The nominating committee shall make its report at least 10 days before the date of the election, or at such time as the Board may set, and the secretary shall forward to each member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

New Directors shall be elected by a vote of the current Directors at any meeting of the Board. Each such newly elected or appointed Director shall take office at the conclusion of the meeting at which he or she is elected. Each director shall cast one vote.

Except as provided in this Section 4, the term of office for each elected Director of the Corporation shall be two (2) years. Under normal circumstances, Directors may serve no more than three-consecutive two-year terms.

Notwithstanding the foregoing, the Executive Committee of the Board can, at its discretion, invite Directors who have already served two consecutive three year terms, to serve additional terms if the Executive Committee determines that such Director has provided exceptional service to the organization, as defined by the fulfillment of Director responsibilities, such as engagement in Board business, financial support and resources provided to the organization, at an exceptional level.

In order to stagger the terms of the first elected Board of Directors, one-third (1/3) of the directors shall be elected for a term of three (3) years, one-third (1/3) shall be elected for a term of two (2) years, and one-third (1/3) shall be elected for a term of one (1) year.

Section 5. Compensation.

Directors shall serve without compensation but may receive such reimbursement of expenses as the Board may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 6. Restriction Regarding Interested Directors:

Notwithstanding any other provision of these Bylaws, not more than zero percent (0%) of the persons serving on the Board may be interested persons. For purposes of this Section, "interested persons" means either:

(a) Any person being compensated by the Corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(b) Any brother, sister, ancestor, descendant, spouse, brother-in law, sister-in-law, son in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 7. Conflicts of Interest.

Each Director shall:

- (a) fully disclose in writing any and all actual and apparent conflicts of interest (including without limitation, material, financial, family or organizational interests) the Director may have in regard to matters coming before the Board or otherwise materially affecting the Corporation's assets or affairs;
- (b) provide such related information as the Board requires to evaluate the conflict and take pertinent action;
- (c) be disqualified from voting (and participating in discussions, if so requested by the Board) on any proposed action or remedy for the Director's conflict(s) of interest; and
- (d) abide by all laws, Bylaws, rules and decisions pertaining to conflicts (or specific conflict) adopted by the Board.

However, unless a Director is disqualified by law, Bylaw or Board resolution, or excuses himself or herself from voting on a particular matter, each Director attending a meeting is entitled to vote on all matters coming before the Board, except as otherwise provided in this Section 8.

Section 8. Removal of Directors.

Any director may be removed with or without cause by a vote of two-thirds (2/3) of the members of the entire Board of Directors at a special meeting called for that purpose or at a regular meeting, provided that notice of that meeting and of the removal questions are given as provided in Article 5, Section 5 below. Any director who has missed two consecutive Board meetings without prior notice of planned absence will be automatically removed from the Board without Board resolution unless (a) the director requests a leave of absence for a limited period of time and the leave is approved by the directors at a regular or special meeting (if such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present), (b) the director suffers from an illness or disability that prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection; or (c) the Board by resolution of the majority of Board members must agree before a director who has missed two meetings may be reinstated.

Any vacancy caused by the removal of a director shall be filled as provided in Article 4, Section 9 below.

Section 9. Vacancies.

A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, removal, or resignation of any director; (b) the declaration by resolution of the Board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Vacancies on the Board may be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office; (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Corporations Code Section 5211; or (3) a sole remaining director.

ARTICLE 5 – MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Place of Meetings.

All meetings of the Board shall be held within the County of Los Angeles, or at any other location designated by resolution or written consent of the Board.

Section 2. Annual Meeting of the Board.

The Board shall hold a regular meeting for the purpose of election of Directors and officers and the transaction of other business not later than 120 days after the end of the calendar year at the location to be determined by the President of the Corporation.

Section 3. Other Regular Meetings.

Other regular meetings of the Board shall be held at a time and at such place within the County of Los Angeles as may be designated by the Board from time to time.

Section 4. Special Meetings.

Special meetings of the Board for any purpose or purposes may be called by proper notice by the President or if the President is absent or unable or refuses to act, by the Vice President or by any two Directors.

Notice of the time and place of special meetings and of the nature of any special business to be considered shall be given to each Director either (a) by written notice given by first-class mail at least five (5) days prior to the scheduled time of such meeting, or (b) by telephone notice or written notice delivered personally or by facsimile machine least seventy-two (72) hours prior to the meeting, or (c) by email notice at least forty-eight (48) hours prior to the meeting; provided, notice need not be given to any Director who signs a waiver of notice or a written consent to the holding of the meeting.

Whenever any Director is absent from any special meeting of the Board and notice of such meeting has been duly given to such Director, an entry in the minutes to the effect that notice has been duly given shall be made.

Section 5. Notice of Meetings.

(a) Notice of Regular Board Meetings. The time and place of regular meetings of the Board shall be communicated to each Director not less than seven (7) days prior to the meeting in any approved manner acceptable to the Board.

(b) Notice of Special Meetings: Special meetings of the Board shall be held upon four days notice by first-class mail or 48 hours-notice delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Notice need not be given to any Director who signed a waiver of notice or written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Director.

These waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Whenever any Director is absent from any special meeting of the Board and notice of such meeting has been duly given to such Director, an entry in the minutes to the effect that notice has been duly given shall be made.

The Articles of Incorporation or these Bylaws may not dispense with notice of a special meeting.

Section 6. Meetings by Telephone or Electronic Means.

Any meeting, regular or special, may be held by conference telephone or similar communications equipment, and any member of the Board may participate by conference telephone or similar communications equipment in a meeting, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. Special meetings may be held by email communications, provided that all Directors a) provide written consent to a meeting by email (consenting by email shall constitute written consent), and b) all Directors

participating in such a meeting are able to view the email responses of all other participants, and all such Directors shall be deemed to be present in person at such meeting. Such meeting provisions apply to meetings of the full Board of Directors, as well as committee meetings, including the Executive Committee (in which case, special meetings held by email communications require written consent by all members of the Executive Committee).

Section 7. Quorum and Majority Action.

A quorum shall consist of a majority of the number of Directors authorized in or pursuant to the articles or bylaws. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation or Bylaws, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a Director has a material financial interest (Section 5233) and indemnification of Directors (section 5238e), require a greater percentage or different voting rules for approval of a matter by the Board.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this Corporation, or by law, no business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion that the Chair shall entertain at such meeting is a motion to adjourn.

However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 13 of the Article.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for the meeting, or any greater number as is required by law, the Articles or Bylaws.

Section 8. Waiver of Notice and Consent to Holding Meetings.

The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Director not present signs a waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Conduct of Meetings.

Meetings of the Board shall be presided over by the Chairperson of the Board, or, if no such person has been designated or, in his or her absence, the President of the Corporation or, in his or her absence, by the Vice President of the Corporation or, in the absence of these persons, by a chairperson chosen by a majority of the Directors present at the meeting. The Secretary or his or her designee shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to, act as Secretary of the meeting

Section 10. Action By Unanimous Written Consent Without Meeting.

Any action required or permitted to be taken by the Board under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. For purposes of this Section only, "all members of the board" shall not include any "interested

Director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under any provision of law that relates to action so taken shall state that the action was taken by unanimous written consent of the Board without a meeting and that the Bylaws of this Corporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

Section 11. Non-Liability of Directors.

The Directors shall not be personally liable for the debts, liabilities or other Obligations of the Corporation.

ARTICLE 6 - OFFICERS

Section 1. Officers.

The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer and such other officers as the Board may deem necessary. Any person may hold more than one office, provided that neither the Secretary nor the Treasurer may serve concurrently as the President. The President, Vice President and Secretary shall be members of the Board. The Treasurer may be, but need not be, a member of the Board

Section 2. Subordinate Officers.

The Board may appoint and may authorize the President or another officer to appoint any other officers that the business of the Corporation may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified in these Bylaws or determined from time to time by the Board.

Section 3. Election and Term.

All officers shall be elected by vote of the Directors at the annual meeting of the Board and shall hold office for a term of one year at the pleasure of the Board. Vacancies may be filled at any meeting of the Board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy.

Section 4. Removal and Resignation of Officers.

Any officer may be removed either with or without cause at any time, by a two-thirds vote of the Directors of the Corporation by giving written notice to the officer to be removed. Any officer may resign in his or her discretion. Any removal or resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any removal or resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 5. Duties of President.

The President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board have supervision, direction and control of the business and affairs of the Corporation. The President shall preside at all meetings of the Board and the Executive Committee and shall be considered a member of all other standing committees, if any, and shall have the general powers and duties of management usually vested in the office of President of a California nonprofit mutual benefit Corporation, and shall have such powers and duties as may be prescribed by the Board or by the Bylaws. The President, as well as any other persons so authorized by the Board shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes of the Corporation.

Section 6. Duties of Vice President.

In the absence or disability of the President, the Vice President shall perform all the duties of the President and when so acting shall have all powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or by these Bylaws.

Section 7. Duties of Secretary.

The Secretary shall:

1. Certify and keep at the principal office of the Corporation the original, or a copy of these Bylaws as amended or otherwise altered to date.
2. Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting and the proceedings thereof.
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
4. Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or these Bylaws.
5. Exhibit at all reasonable times to any Director of the Corporation or to his or her agent of attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Directors of the Corporation.
6. In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

Section 8. Duties of Treasurer.

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

1. Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board.
2. Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
3. Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board, taking proper vouchers for such disbursements.
4. Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

5. Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefor.
6. Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
7. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
8. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation or by these Bylaws, or which may be assigned to him or her from time to time by the Board

ARTICLE 7 - EXECUTIVE DIRECTOR

The Board of Directors shall hire or appoint an individual to act in the capacity of Executive Director. Subject to the control of the Board, the Executive Director shall have general supervision, direction, and control of the business and programs of the Corporation, and general control of the employment, supervision and direction of the Corporation's staff. He or she may, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks or other instruments that may, from time to time, be authorized by the Board of Directors or the Executive Committee.

ARTICLE 8 – CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

Section 1. Contracts

No director of this Corporation nor any other Corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board considers and in good faith decides that after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 2. Loans

This Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be

entitled to reimbursement for such expenses by the Corporation.

ARTICLE 9 - COMMITTEES

Section 1. Creation and Powers.

The Board may by resolution adopted by a vote of a majority of the Directors then in office, provided that a quorum is present, create one or more committees, each consisting of two or more Directors to serve at the pleasure of the Board. Appointments to such committees shall be by a majority vote of the Directors then in office.

Committees shall meet as needed and shall keep regular written minutes of the proceedings and report the same to the Board. Persons who are not members of the Board may also serve on the committees, other than the Executive and Nominations Committees, at the Board's discretion.

The Board may delegate to such committees any of the powers and authority of the Board in the management of the business and affairs of the Corporation, except with respect to:

- (a) The filling of vacancies on the Board or any committee that has the authority of the Board.
- (b) The fixing of compensation of the Directors for serving on the Board or any committee
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- (d) The amendment or repeal or any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) The appointment of committees of the board or members thereof.
- (f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected
- (g) The approval of any transaction (i) to which this Corporation is a party and in which one or more of the Directors has a financial interest, (ii) between the Corporation and one or more of its Directors- or (iii) between the Corporation and any entity in which one or more of its Directors have a material financial interest; except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

Section 2. Executive Committee.

There shall be an Executive Committee of the Board which shall consist of the President, Vice President, the Secretary, and the Treasurer. The Board may appoint members of the Board to the Executive Committee as it determines advisable. The Executive Committee shall have the power to administer and supervise the activities of the Corporation under the direction of the Board and shall have such authority as is expressly granted by the Board. Decisions and actions taken by the Executive Committee on behalf of the full Board shall be deemed valid decisions and actions of the Board of Directors as long as quorum is present. A quorum shall consist of 50% plus one of members of the Executive Committee. Every act or decision done or made by the Executive Committee at a duly convened meeting at which a quorum is present is the act of the Board, unless the Articles of Incorporation or Bylaws, or provisions of the California Nonprofit Public Benefit Corporation Law, require a greater percentage or different voting rules for approval of a matter by the Board.

Section 3. Nominations Committee.

The President of the Board shall appoint a committee composed of not less than two Directors to nominate qualified candidates for election to the Board at least 30 days before the date of any elections of directors. The nominating committee shall make its report at least 10 days before the date of the election, or at such time as the Board may set, and the secretary shall forward to each member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Prior to the annual meeting the Nominations Committee shall propose a slate of officers for Board approval.

Section 4. Advisory Committee.

The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE 10 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

Section 1. Definitions.

For the purposes of this Article:

(a) "Agent" means any person who is or was a Director officer employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of the another foreign or domestic Corporation, partnership, joint venture, trust or other enterprise, or was a Director, officer, employee or agent of a foreign or domestic Corporation which was a predecessor Corporation of the Corporation or of another enterprise at the request of such predecessor Corporation;

(b) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and

(c) "Expenses" includes without limitation all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys fees costs, and other expenses incurred in establishing a right to indemnification under this Article.

Section 2. Successful Defense By Agent.

To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be entitled to be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Section 3 through 5 of this Article shall determine whether the agent is entitled to indemnification.

Section 3. Actions Brought by Persons other than the Corporation.

Subject to the required findings to be made pursuant to Section 5 below, this Corporation

shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Corporation, or by an Officer, Director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant Director was or is engaging in self-dealing within the meaning of California Corporations Code Section 5233, by reason of the fact that such person is or was an agent of this Corporation, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceedings.

Section 4. Action Brought by or on Behalf of the Corporation.

(a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.

(b) Claims and suits awarded against agent. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or completed action brought by or on behalf of this Corporation by reason of this fact that the person is or was an agent of this Corporation, and for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 5 of this Article below must be made in the manner provided for in that section; and

(ii) Upon application, the court in which the action was brought must determine that, in view of all the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5. Determination of Agent's Good Faith Conduct.

The indemnification granted to an agent in Section 3 and 4 of this Article is conditioned on the following:

(a) Required standard of conduct. The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the agent did act in a manner complying with Paragraph (a) above shall be made by:

(i) the Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(ii) the court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this Corporation.

Section 6. Limitations

No indemnification or advance shall be made under this Article, except as provided in Sections 2 or 5(b)(ii) above, in any circumstance when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent is entitled to be indemnified as authorized in this Article.

Section 8. Contractual Rights of Non-Directors and Non-Officers.

Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and Officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise

Section 9. Insurance.

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 5238 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 11 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 1. Execution of Instruments.

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes.

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for payment of money, credit/debit

cards and other evidence of indebtedness of the Corporation shall be processed in accordance with the established fiscal policy guidelines (*see attachment 1*).

Section 3. Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 4. Gifts.

The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the charitable or public purposes of this Corporation.

ARTICLE 12 CORPORATE RECORDS, REPORTS AND SEAL

Section 1. Maintenance of Corporate Records.

The Corporation shall keep at its principal office in the State of California:

(a) Minutes of all meetings of Directors and committees of the board indicating the time and place of holding such meetings, whether regular or special, how called, the notice given and the names of those present and the proceedings thereof;

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and

(c) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the Corporation at all reasonable times during office hours.

Section 2. Corporate Seal.

The Board may adopt, use and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. Directors' Inspection Rights.

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 4 Right to Copy and Make Extracts.

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 5. Annual Report.

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all Directors of the Corporation, which report shall contain the following information in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year; and
- (e) Any information required by Section 6 of this Article.

The Annual Report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 6. Annual Statement of Specific Transactions and Indemnifications.

The Corporation shall mail or deliver to all Directors a statement within one hundred and twenty (120) days after the close of the fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

(a) Any transaction in which the Corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(i) Any Director or officer of the Corporation, or its parent or subsidiary (a mere common Directorship shall not be considered a material financial interest); or

(ii) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent or subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any Director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest provided that in the case of the transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE 13 - FISCAL YEAR

The accounting year of the Corporation shall begin on the first day of January and conclude on the last day of December of the same calendar year.

ARTICLE 14 - AMENDMENT OF BYLAWS

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit Corporations, these Bylaws, or any of them, may be altered, amended or repealed and new Bylaws adopted by a vote of two-thirds (2/3) of the members of the Board of Directors.

These bylaws may not be amended to include any provision that conflicts with law or with the Corporation's Articles of Incorporation.

ARTICLE 15 – AMENDMENT OF ARTICLES OF INCORPORATION

Section 1. Amendment of Articles

Subject to limitations placed by Corporations Code Section 5810(a) and any other provision of law applicable to the amendment of Articles of Incorporation of public benefit nonprofit Corporations, the Articles of Incorporation may be altered, amended, or repealed and new Articles adopted by a vote of two-thirds (2/3) of the members of the Board of Directors.

Section 2. Limitations on Amendments

Notwithstanding the above section of this Article, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first directors of this Corporation, nor the name and address of its initial agent, except to correct an error in such statement.

ARTICLE 16 – PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

Except for reasonable compensation for services rendered to the Corporation in effecting any of its public or charitable purposes that is permitted by these Bylaws or fixed by resolution of the Board, no member, Director, officer, employee or other person connected with this Corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, and no such person or persons shall be entitled to share in the distribution of and shall not receive, any of the corporate assets on dissolution of the Corporation. All members, if any, of the Corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the Corporation whether voluntarily or involuntarily the assets of the Corporation after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this Corporation and not otherwise.

ARTICLE 17 - CONSTRUCTION AND DEFINITIONS

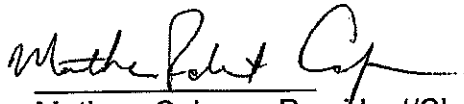
Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law and California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number

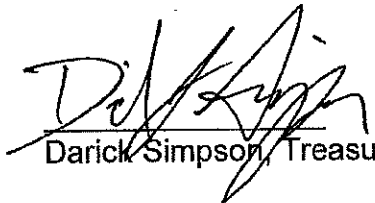
includes the singular, and the term "person" includes both the Corporation and a natural person.

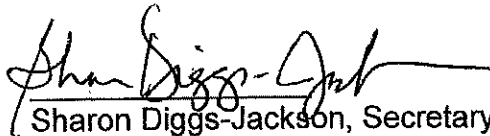
WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as the initial officers of the Long Beach Center for Economic Inclusion, a California nonprofit Corporation, and, pursuant to the authority granted to the directors by these bylaws and by unanimous consent hereby adopt the foregoing bylaws, consisting of 20 pages, as the bylaws of this Corporation.

Dated: March 11, 2020


Mathew Cabeza, President/Chair


Darick Simpson, Treasurer


Sharon Diggs-Jackson, Secretary

CERTIFICATE OF SECRETARY

This is to certify that the foregoing is a true and correct copy of the bylaws of the Corporation named in the title thereto, and that such bylaws were duly adopted by the board of directors of said Corporation on the date set forth below.

IN WITNESS WHEREOF, I have hereto subscribed my name this 11th day of March, 2020.



Sharon J. Diggs-Jackson
Secretary