



GRANT AGREEMENT

Date authorized: March 25, 2015

34168

CITY OF LONG BEACH

Department of Parks, Recreation, and Marine

Grant # 2015-002

The grant to your organization from the Long Beach Navy Memorial Heritage Association (LBNMHA) is for the explicit purpose(s) described below and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, PLEASE SIGN BOTH COPIES OF THIS GRANT AGREEMENT AND RETURN ONE TO LBNMHA.

Amount of Grant: \$25,000

Grant Purpose: To fund a restoration and long-term maintenance plan for the Recreation Park

Bandshell.

Grant Period Begins: April 1, 2015

Ends: March 31, 2016

Reporting/Payment Schedule: An initial payment of \$12,500 to be made at the beginning of the grant period. The remainder of the funds will be disbursed upon completion of the project and after the submission of a final report.

Special Grant Conditions: None

Project Liaison: Maureen Neeley, LBNMHA Board Member

Management Support: Colleen Bragalone, Vice President, Long Beach Community Foundation

SPECIAL PROVISIONS

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

I. ANNOUNCING GRANTS

Announcements of the grant award are to be made by the Grantee unless otherwise indicated by LBNMHA. Grantees are expected to review the text of any announcements and plans for publicity with LBNMHA's liaison for this grant. All subsequent public announcements, news features, publications or information concerning the project that is the subject of the grant will indicate LBNMHA's participation in the program funding. Please send a copy of any published accounts mentioning the project or LBNMHA to the project liaison.

Grantee agrees that at the completion of the grant, LBNMHA will fabricate a plaque to be installed by Grantee at the location of the grant project in recognition of the contribution by LBNMHA. The plaque shall be placed in a location that is readily accessible and viewable by the general public. If the nature of the grant project makes a plaque impractical or inappropriate in the discretion of LBNMHA, then a suitable form of alternate permanent recognition may be proposed by LBNMHA.

II. EXPENDING OF FUNDS

This grant is to be used <u>only</u> for the purpose described in the grant agreement and in accordance with the approved budget. The program is subject to modification only with LBNMHA's <u>prior written approval</u>.

- A. The Grantee shall return to LBNMHA any unexpended funds:
 - 1. At the end of the grant period, or
 - 2. If LBNMHA determines the grantee has not performed in accordance with this agreement and approved program budget, or
 - 3. If the Grantee loses its exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. (This provision does not apply to grantees who did not have a 501(c)(3) exemption when applying for the grant.)
- B. No funds provided by LBNMHA may be used for any political campaign or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.
- C. Expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purpose and activities of the approved program.
- D. The Grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records.
- E. Equipment or property purchased with grant funds shall be the property of the Grantee

organization so long as it is not diverted from the purposes for which the grant was made. If the purpose of the organization or the use of grant funds is changed, the equipment or property reverts to LBNMHA at its option.

F. Reports, materials, books and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the grantee organization toward the goal of obtaining the widest dissemination of such reports, materials, books and articles. LBNMHA's contribution shall be appropriately noted in such publications. LBNMHA reserves the royalty-free license to use such publications. For projects involving possibility of patents, the grantee should request further information from LBNMHA.

III. REPORT TO LBNMHA

Full financial accounting of the expenditure of these grant funds and narrative reports on the grant-supported projects are required as a condition of this grant. They should be in writing and submitted according to the schedule on the first page of this agreement. If the grant funds are expended as part of a larger project, the financial accounting and narrative reports should cover the entire project.

INTERIM OR PROGRESS REPORTS will be provided upon request from the LBNHMA liaison. The reports may be brief but should include a financial summary, indicating how LBNMHA funds have been expended during the period, and a narrative comment on development of the program and/or progress of the project.

FINAL REPORTS, required within 60 days after the end of the grant period, should include a complete financial statement showing all funds received and expended for the programs covered by the grant, and a narrative report on the project and its significance. The financial and narrative reports should, in each case, compare actual expenditures and accomplishments with the budget and objectives cited in the original proposal.

IV. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Association has no obligation to provide other or additional support to the grantee.

FOR THE GRANTEE: Assistant City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER Signature of Authorized Representative	FOR LBNMHA: Cheryl Perry Board President
Patrick H. West City Manager. Print Name and Title	
Date /// APPROVED AS TO FORM Date // 28 Date / 20 CHARLES PARKIN, City Attorney	
	DA T. VU EITY ATTORNEY Page 3 of 3