

F O U N D A T I O N

help children grow up healthy

"Health is a state of
complete physical, mental
and social well-being
and not merely the absence
of disease or infirmity."

Definition of health
World Health Organization

August 11, 2008

30861

City of Long Beach

Mr. Patrick H. West, City Manager
c/o Ms. Laurie Gruschka, MPH
Miller Family Health Education Center
2525 Grand Avenue
Long Beach, CA 90815

**Re: The Earl B. and Loraine H. Miller Foundation Grant
For Miller Family Health Education Center**

Dear Mr. West:

The Trustees of The Earl B. and Loraine H. Miller Foundation ("Foundation") have considered your request for a grant of funds from the Foundation as set forth in your grant proposal received on May 8, 2008 ("Application"). The Foundation has approved a grant of funds in the **amount of \$79,000** ("Grant") to be paid to the ***City of Long Beach Department of Health and Human Services*** upon the acceptance of the following terms and conditions:

Terms and Conditions:

1. The City of Long Beach shall use the Grant solely as set forth in the Application dated May 5, 2008. This grant is for the period ***7/1/08 – 6/30/09***. Any portion of the grant not spent for this purpose exclusively will be returned to the Foundation unless prior approval is granted in writing.
2. The grant payment schedule will be in ***two installments*** as follows:

***First payment due upon signed receipt of contract.
Second payment due February 2, 2009***

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3. The City of Long Beach will submit **2 reports on October 31, 2008 and a final report by April 30, 2009**. These reports should include a status report of your current educational activities and progress reports on developing additional family centered health forms and events. In addition, please include any financial tracking information that DHHS uses for the Miller Family Health Education Center (MFHEC).
4. The City of Long Beach shall immediately inform the Foundation of any changes in its organization's structure, management staff and/or activities that might adversely affect its tax-exempt status under the Internal Revenue Code of 1986, as amended, and all Treasury regulations promulgated thereunder, and of any change in its tax-exempt status. The City of Long Beach hereby confirms, as of the date hereof, that its tax-exempt status, as reflected in the final or advance ruling or the determination letter previously furnished to the Foundation, has not changed.
5. The City of Long Beach shall not spend any part of the Grant to (1) carry on propaganda or otherwise attempt to influence legislation within the meaning of the Internal Revenue Code Sec. 4945(d)(1) and 4945(e); or (2) influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of the Internal Revenue Code Sec. 4945(d)(2).
6. The City of Long Beach accepts the Grant with the understanding that it does not obligate the Foundation in any way to provide the City of Long Beach with any further or additional support.
7. The City of Long Beach will provide the Foundation with a signed acknowledgement of receipt upon delivery of funds.
8. All materials and/or other means of communication dealing with the activities of the grant shall acknowledge the Foundation's support. Copies of printed material will be forwarded to the Foundation.
9. The City of Long Beach may terminate this letter agreement by giving at least thirty (30) days notice to the Foundation and returning any unexpended funds to the Foundation after termination.
10. This letter agreement may not be amended or modified except in a written amendment which refers to this letter agreement and is signed by both the Foundation and the City of Long Beach.
11. This letter agreement and the Application of the City of Long Beach dated May 7, 2007 constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter in this letter agreement.

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12. Any notice or communication given with respect to this letter agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to the Foundation at 192 Marina Drive, Long Beach, CA 90803 Attn: President and to the City of Long Beach at 2525 Grand Avenue, Long Beach, CA 90815 Attn: Director, Dept. of Health and Human Services. Notice of change of address shall be given in the same manner as other notices.

Please execute the enclosed copy of this letter and return it to the Foundation at your earliest convenience in the envelope provided and retain one copy for your files.

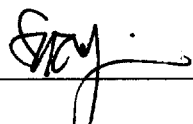
Very truly yours,

THE EARL B. AND LORAIN H. MILLER FOUNDATION




Walter M. Florie, Jr.
President and Chief Executive Officer

The terms of the foregoing letter are hereby accepted by the *City of Long Beach (Miller Family Health Education Center)*.

By:  Assistant City Manager
Date: 9.29.08

EXECUTIVE ASSISTANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
September 17, 20 08
ROBERT E. SHANNON, City Attorney
By: 
LINDA TRANG
DEPUTY CITY ATTORNEY