

**THE CALIFORNIA ENDOWMENT**  
**RESTRICTED PROJECT GRANT AGREEMENT**

City of Long Beach

EIN 95-6000733

Grant Number 20101219

**32342**

This Restricted Project Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

**I. GRANTEE’S STATUS**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this section. Grantee warrants and represents that it is one of the following: (a) a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

**II. PURPOSE OF GRANT**

Advancing Community Health through Transportation and Land Use Policies: To improve the health of Long Beach residents by supporting a collaborative effort to gather and share recommendations on health-promoting active transportation, mobility and land use policies for the City of Long Beach.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

**III. EXPECTED OUTCOMES OF GRANT**

1. Increase public input in the development of health promoting policy recommendations, as evidenced by the formation of a Wellness Advisory Committee consisting of 20-30 community members and the development of recommendations and implementation measures which address disparities in community health.

2. Residents, youth, community agency leaders and other stakeholders engaged in land use, active mobility, built environment and planning policy recommendations in Long Beach as evidenced by at least 100 community members attending community

forums about health promoting policy recommendations, the participation of at least 5 community leaders, CBO and City staff and/or residents/youth involved in the Wellness Advisory Committee, and at least 10 youth involved in conducting the baseline community health assessment.

3. City cross-departmental and staff communication and partnerships will be strengthened to support and inform the development of health promoting policy recommendations as evidenced by at least 10 city staff from various departments, such as Parks, Recreation and Marine, Health and Human Services, Transportation, Community Development and Redevelopment, participating in the Wellness Advisory Committee and/or joint meetings with City Council members and other key leaders.

4. Shared learnings and peer networking are strengthened across community organizations, public agencies and community members as evidenced by providing at least 2 updates to the Long Beach BHC Hub on health-promoting policy recommendations; and having quarterly meetings with at least 50 key stakeholders working on Outcome 4 (built environment) strategies with groups identified by and in association with the CPs and/or WAC.

#### **IV. AMOUNT OF GRANT**

\$100,000, payable as follows.

\$100,000 upon The Endowment's receipt of this executed Agreement.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

#### **V. PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from October 1, 2011 to September 30, 2012, unless otherwise agreed upon in writing by The Endowment.

#### **VI. TERMS AND CONDITIONS OF GRANT**

Grantee agrees that the grant is subject to the following conditions:

##### **A. Expenditure of Grant Funds.**

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
  - a. carrying on propaganda, or otherwise attempt to, influence legislation,
  - b. influencing the outcome of any specific public election,
  - c. carrying on, directly or indirectly, any voter registration drive,
  - d. inducing or encouraging violations of law or public policy, or

- e. causing any private inurement or improper private benefit to occur.
- 3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- B. Return of Funds. Grantee shall return to The Endowment any unexpended grant funds under the following conditions:
  - 1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
  - 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make a written report to The Endowment as of the end of Grantee's annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee must make a final written report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

**Final Report: October 31, 2012**

- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by The Endowment.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or

outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.

- H. **Public Reporting.** The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- I. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- J. **Knowing Assumption of Obligations.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- K. **Terrorist Activity.** The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- L. **Identification of The Endowment.** Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- M. **The Endowment Letterhead and Logo.** Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. **Subgrantees.** With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- O. **No Agency.** Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- P. **No Waivers.** The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- Q. **No Further Obligations by The Endowment.** This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.

- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- S. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- T. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- U. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- V. Governing Law. This Agreement shall be governed by the laws of the State of California.

**VII. ACCEPTANCE OF AGREEMENT**

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

**Accepted on behalf of City of Long Beach by:**

J. Assistant City Manager

Authorized Signature **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

9.30.11  
Date

Patrick H. West  
Printed Name

City Manager  
Title

**Agreed to and Acknowledged on behalf of The Endowment:**

[Signature]  
Authorized Signature

7/19/14  
Date

Kathlyn Mead  
Printed Name

Executive Vice President & COO  
Title

APPROVED AS TO FORM  
9/23, 2011  
ROBERT E. SHANNON, City Attorney  
BY [Signature]  
ASSISTANT CITY ATTORNEY

EXHIBIT A

20101219, City of Long Beach

	Total Project Budget			Request to The California Endowment			Approved Budget (section to be completed by TCE staff)		
	Year 1	Year 2	Total	Year 1	Year 2	Total	Year 1	Year 2	Total
<b>Personnel</b>									
Planner III (0.2 FTE) Salary	17,707	0	17,707	16,126	0	16,126	16,126		16,126
Planner V (0.2 FTE) Salary	20,285	0	20,285	18,474	0	18,474	18,474		18,474
Admin Intern H40 (0.5 FTE) Salary	18,257	0	18,257	16,627	0	16,627	16,627		16,627
Health Education Coordinator (0.2 FTE) Salary	15,323	0	15,323	13,955	0	13,955	13,955		13,955
Benefits @ 32%	22,903	0	22,903	20,859	0	20,859	20,859		20,859
<b>Total Personnel</b>	<b>94,477</b>	<b>0</b>	<b>94,477</b>	<b>86,042</b>	<b>0</b>	<b>86,042</b>	<b>86,042</b>		<b>86,042</b>
<b>Non-Personnel</b>									
<b>Operating Costs</b>									
Mileage Reimbursement (500 miles @ \$0.51 per mile)	255	0	255	255	0	255	255		255
Office Supplies	1,250	0	1,250	1,028	0	1,028	1,028		1,028
Printing	11,000	0	11,000	11,000	0	11,000	11,000		11,000
Community Forum Catering (2 forums @ \$650 each)	1,300	0	1,300	1,300	0	1,300	1,300		1,300
Wellness Advisory Committee Meeting refreshments (5 meetings @ \$75)	375	0	375	375	0	375	375		375
<b>Total Non-Personnel</b>	<b>14,180</b>		<b>14,180</b>	<b>13,958</b>		<b>13,958</b>	<b>13,957</b>		<b>13,957</b>
<b>Direct Costs</b>	<b>108,657</b>		<b>108,657</b>	<b>100,000</b>		<b>100,000</b>	<b>100,000</b>		<b>100,000</b>
<b>Indirect Costs @ 0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>		<b>0</b>
<b>Total Direct and Indirect</b>	<b>108,657</b>		<b>108,657</b>	<b>100,000</b>		<b>100,000</b>	<b>100,000</b>		<b>100,000</b>
<b>Other Costs</b>									
Subcontracts	0	0	0	0	0	0			
Capitol & Equipment	0	0	0	0	0	0			
<b>Total Other Costs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>		<b>100,000</b>
<b>Grand Total</b>	<b>108,657</b>	<b>0</b>	<b>108,657</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>		<b>100,000</b>

## WORK PLAN

City of Long Beach, Department of Development Services, #20101219

**Title/Purpose:** Advancing Health in Long Beach through Transportation and Land Use Policies: To ensure that the health of all Long Beach residents is factored into the creation and assessment of land use, active mobility, and built environment policy recommendations guiding the future development of the city.

This effort will be undertaken in conjunction with Families in Good Health (FIGH), of the St. Mary's Medical Center Foundation, TCE File #20102029, the Long Beach Alliance for Food and Fitness (LBAFF) and the Community Partners Council (CPC), sponsored fiscally by The Children's Clinic, TCE File #20102073. These three organizations will be active participants throughout the process and take an active role in community outreach and other aspects of the project as defined in their TCE work plans. These organizations are collectively referred to as the Community-Based Partners (CPs) in this work plan.

Activities/Objective and Indicators	Outcomes and Indicators	Timeline
<ol style="list-style-type: none"> <li>1. Create a project management plan to coordinate all activities, including an outreach plan, including a project timeline and list of key partners.</li> <li>2. Form a Wellness Advisory Committee (WAC) consisting of 20-30 members with representation from city departments, community organizations and community members (including youth). At least 5 members of the WAC will be community residents and youth with particular emphasis on residents from underserved communities in Long Beach, including the Central, Westside or North neighborhoods. The WAC will meet at least 5 times during the course of this project.</li> <li>3. Develop a preliminary list of issues based on stakeholder community interviews, the community forum and/or the initial meetings of the Wellness Advisory Committee.</li> <li>4. Collect existing data on health conditions and the characteristics of the built environment; use existing data sources provided by key stakeholders, community organizations and residents/youth. To the extent feasible, the data will be organized by existing "community areas" identified in the draft General Plan.</li> </ol>	<ol style="list-style-type: none"> <li>1. Increase public input in the development of health promoting policy recommendations, as evidenced by the formation of a Wellness Advisory Committee consisting of 20-30 community members and the development of recommendations and implementation measures which address disparities in community health.</li> </ol>	<p style="text-align: center;">Year 1</p>



<p>Coordination with local hospital as part of their 3-year Community Health Needs Assessment (CHNA) may also be included to establish baseline community health statistics.</p> <ol style="list-style-type: none"> <li>5. Prepare analysis maps using GIS data on data collected, a brief report discussing health conditions, a summary of key indicators and how the City as a whole or each community area performs relative to these identified indicators.</li> <li>6. Develop a policy framework outlining the overall policy direction of the health policies. This will be a 5-7 page document that will be reviewed by city staff, the WAC and the public.</li> <li>7. Create a detailed implementation program that creates a priority list of activities to be implemented so the vision of the health policies has tangible results within the community. The implementation program will include a description of activities, the responsible party or organization and the timing of the action.</li> <li>8. Convene the WAC or a subsequent community engagement process annually to review the implementation of the health policies and track progress over time.</li> </ol>		
<p>In conjunction with the Community-Based Partners:</p> <ol style="list-style-type: none"> <li>1. Conduct at least 8 stakeholder interviews of residents, youth, organizational leaders and community leaders, with at least 4 of these conducted in the Central Long Beach BHC project area.</li> <li>2. Recruit at least 5 residents and youth to participate in the WAC.</li> <li>3. Develop an outreach plan that identifies key parties to reach out to, the method of outreach, whose responsibility and timing.</li> <li>4. Develop outreach toolkits during key stages to provide information on various topics and contains surveys or other questions to obtain information from the public.</li> <li>5. At least 4 focus groups, with 6-10 community, resident and youth groups, will be held at key stages throughout the course of this project.</li> </ol>	<ol style="list-style-type: none"> <li>2. Residents, youth, community agency leaders and other stakeholders engaged in land use, active mobility, built environment and planning policy recommendations in Long Beach as evidenced by at least 100 community members attending community forums about health promoting policy recommendations, the participation of at least 5 community leaders, CBO and City staff and/or residents/youth involved in the Wellness Advisory Committee, and at least 10 youth involved in conducting the baseline</li> </ol>	<p>Year 1</p>

<p>6. Youth, residents and other community representatives will work with the consultants and City staff to collect Long Beach-specific data on key issues identified in the initial key stakeholder interviews. Topics and data will be determined in initial meetings with the WAC, Long Beach Alliance for Food and Fitness, Families in Good Health, Community Partners Council, among others.</p> <p>7. Hold at least 3 educational public workshops on topics of interest to the public during the health policies development phase. The topics may include but are not limited to: healthy eating and access to healthy food options, walking and physical activity, the built environment and access to health services, etc. At least 2 of the 3 workshops will be held in the BHC target area.</p> <p>8. Hold at least 2 community forums to develop and review the policy for the health policies.</p> <p style="padding-left: 40px;">Workshop 1 will provide an overview of the intersection between health and the built environment, key issues that have emerged from the interviews, focus groups and community forums/workshops and policy ideas to address the issues.</p> <p style="padding-left: 40px;">Workshop 2 will review and prioritize the policy approaches for the health policy recommendations</p> <p>9. Coordinate with the WAC, CPs and work with other community groups, to have at least 50 community members participate and publicly support the inclusion of health-promoting policies at the Planning Commission, Sustainable City Commission and City Council meetings.</p>	<p>community health assessment.</p>	
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<ol style="list-style-type: none"> <li>1. Hold at least 2 initial meetings with city departments and agencies, such as Parks, Recreation and Marine, Health and Human Services, Public Works/Transportation, the Long Beach Police Department and the Long Beach Unified School District, to introduce the health policies concept and provide an overview of the intersection of health and the built environment.</li> <li>2. Recruit at least 5 city staff members from other departments to participate on the WAC.</li> <li>3. Hold at least 1 meeting with each of the city council districts to provide an overview of the intersection between health and the built environment and provide an update on the development of the health policies. Have at least 2 city staff from other departments participate in these meetings to demonstrate cross-departmental support for this project.</li> </ol>	<ol style="list-style-type: none"> <li>3. City cross-departmental and staff communication and partnerships will be strengthened to support and inform the development of health promoting policy recommendations as evidenced by at least 10 city staff from various departments, such as Parks, Recreation and Marine, Health and Human Services, Transportation, Community Development and Redevelopment, participating in the Wellness Advisory Committee and/or joint meetings with City Council members and other key leaders.</li> </ol>	<p>Year 1</p>
<ol style="list-style-type: none"> <li>1. Hold at least 2 meetings, including one kick-off meeting, with community partners, key stakeholders, participants of the LB BHC to discuss key project issues and develop initial ideas for outreach and management.</li> <li>2. Make at least 2 presentations, in collaboration with the CPs, on the GIS analysis maps and reports on the data collected. Presentations can be made at community collaborative meetings, such as LBAFF/LBDC collaborative meetings, BHC, Connected Corridor, etc.</li> <li>3. Work with the BHC Hub Host Team to convene at least two meetings with other stakeholders, community organizations and resident/youth groups working on or interested in connecting with work on BHC Outcome 4. Provide an update on the policy development for the health policy recommendations and opportunities for interested parties to connect to this project.</li> </ol>	<ol style="list-style-type: none"> <li>4. Shared learnings and peer networking are strengthened across community organizations, public agencies and community members as evidenced by providing at least 2 updates to the Long Beach BHC Hub on health-promoting policy recommendations; and having quarterly meetings with at least 50 key stakeholders working on Outcome 4 (built environment) strategies with groups identified by and in association with the CPs and/or WAC.</li> </ol>	<p>Year 1</p>

9/13/2011 4:10:00 PM 9/13/2011 3:40:00 PM 9/12/2011 9:22:00 PM