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LETTER OF AGREEMENT
CALIFORNIA COMMUNITY FOUNDATION
OBO KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of December 1, 2011 is entered into by and between the California Community Foundation, (the "Foundation"), a California nonprofit public benefit corporation, Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Long Beach Department of Health and Human Services**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which the Foundation at the recommendation of KFH shall donate funds in the amount of **\$1,000,000.00 payable over a three year and nine month funding period beginning January 1, 2012 through October 1, 2015 for the HEAL Zone Initiative: Coalition for a Healthy North Long Beach.** *Subsequent funding is contingent upon meeting the terms and conditions of the grant.* Such terms and conditions are as follows:

1. **Tax Exemption Status:** Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax.
2. **Purpose of Grant.** Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the Work Plan.
3. **Expenditure of Funds.** This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. **Prohibited Uses.** In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. **Return of Funds.** The Foundation reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.

13. Licensing and Credentials. Grantee 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.

14. Payment of Grant. Payment may be made from the Kaiser Permanente Southern California Fund for Charitable Contributions, a component fund of the Foundation.

- (a) First payment by the Foundation will be contingent upon a signed Agreement between the Foundation, KFH and Grantee.
- (b) Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

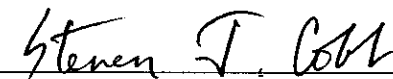
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

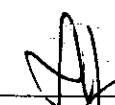
By: 
Angela Coron
Managing Director, Community Benefit

Date: _____

California Community Foundation

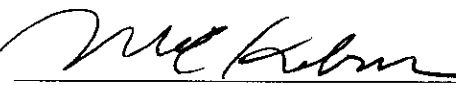
By: 
Steven T. Goh
Date: 3/19/12

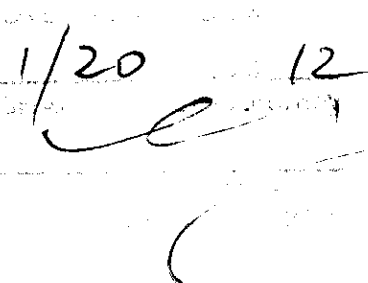
Grantee

By:  **Assistant City Manager**
Patrick H. West
City Manager
City of Long Beach
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date: 1-27-12

California Community Foundation

By: 
Michael Kuhn
Date: 3.8.12


1/20 12
By: _____

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20623153	DATE AUTHORIZED: November 30, 2011
GRANTEE NAME: City of Long Beach Department of Health and Human Services	AMOUNT: \$1,000,000.00 over 45 months
CONTACT, TITLE: Shawna Stevens, Coordinator, Childhood Obesity Prevention and Advocacy (COPA) Program	
TELEPHONE: 562-570-7901	FAX: 562-570-4049
CB PROJECT MANAGER: Clara Steimberg, Project Manager II Phone: (626) 405-5999 Email: Clara.V.Steimberg@kp.org	
GRANT PURPOSE: HEAL Zone Initiative: Coalition for a Healthy North Long Beach	
GRANT OBJECTIVES: Over the course of this 45 month initiative, all HEAL Zones will engage in the planning and implementation of community-specific strategies that address the following behavioral goals: 1. Increase consumption of healthy food and beverages - (e.g., eat more fruits and vegetables, drink water) 2. Decrease calorie consumption - (e.g., decrease consumption of soda/sugar-sweetened beverages, reduce portion sizes, reduce snacking) 3. Increase physical activity - (e.g., reduce television screen time, increase portion of time walking to school/work, increase daily/weekly exercise) It is expected that the strategies will, at a minimum, reach the following outcomes: 4. Environments: a) Nutrition: Improved access to healthy foods and healthy beverages (e.g., affordability, availability and quality) b) Physical Activity: Improved access to physical activity opportunities (e.g., schools, after school programs, parks, neighborhoods, etc.) 5. Policies - Improved community and organization policies related to healthy eating, active living (e.g., worksite wellness, school food/wellness policies, etc.) 6. Education/Promotion - Increased awareness, knowledge, skills, motivation, and utilization among community members around healthy eating and active living.	
GRANT PERIOD:	
Start date: 1/1/2012	End Date: 10/1/2015

PAYMENT SCHEDULE:

Please note: Subsequent payments will be contingent on satisfactory progress of the grant as determined by Kaiser Permanente, and an acknowledgement letter received after each payment.

December 2011	\$100,000
October 2012	\$150,000
April 2013	\$150,000
October 2013	\$150,000
April 2014	\$150,000
October 2014	\$150,000
April 2015	\$150,000

NARRATIVE AND FINANCIAL REPORTS DUE (with reporting period to be covered):

08/01/12	Narrative and Financial Progress Report	(Covering January 1, 2012 through June 30, 2012)
02/01/13	Narrative and Financial Progress Report	(Covering July 1, 2012 through December 31, 2012)
08/01/13	Narrative and Financial Progress Report	(Covering January 1, 2013 through June 30, 2013)
02/01/14	Narrative and Financial Progress Report	(Covering July 1, 2013 through December 31, 2013)
08/01/14	Narrative and Financial Progress Report	(Covering January 1, 2014 through June 30, 2014)
02/01/15	Narrative and Financial Progress Report	(Covering July 1, 2014 through December 31, 2014) -
11/01/15	Cumulative Final Report	(Covering January 1, 2012 through September 31, 2015)

Annual Site Visits :

- Dates to be determined