

FOUNDATION

help children grow up healthy

34106

"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

October 12, 2015

City of Long Beach

Mr. Patrick H. West, City Manager
c/o Ms. Louisa Franco, MPH
Health Promotions Coordinator
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 Earl B. and Loraine H. Miller Foundation ("Foundation") has considered your request for a grant of funds from the Foundation for the purposes set forth in your grant application dated **July 23, 2015**, and received by the Foundation on **July 27, 2015**, ("Application"). The Foundation has approved a grant of funds in the amount of **\$61,000** ("Grant") to be paid to **City of Long Beach Department of Health and Human Service** (Grantee") in accordance with the payment schedule listed below. The payment(s) of this Grant by the Foundation is subject to your acceptance and performance of the following terms and conditions:

1. Grantee shall use the Grant solely for the purposes set forth in the **Revised Application stipulating change in objectives dated October 6, 2015, deleting mentorship program and for no other purpose**. This grant is for the period of **(7/1/15 through 6/30/16)**. Any portion of the Grant not expended exclusively for the purposes set forth in the Application shall be returned to the Foundation unless prior written approval for use of the Grant for purposes other than as set forth in the Application is received by Grantee from the Foundation.
2. Grant payment schedule will be one installment as follows:

\$ 30,500 upon receipt of signed Contract

\$ 30,500 on or about January 31, 2016

The Earl B. and Loraine H. Miller Foundation
192 Marina Drive, Long Beach, California 90803
(562) 493-4711 • Fax (562) 493-4719 • www.eandlmillerfdn.com

3. Grantee shall submit two reports to the Foundation on **Thursday, January 28, 2016**, and a final report on **Thursday, June 30, 2016**. Each report shall include a detailed description of the Grant funds expended to the date of the report; the specific use of the expended Grant funds and a general update on the overall activities of Grantee.
4. Grantee shall immediately inform the Foundation of any (i) changes in its organization structure; (ii) changes or proposed changes in management and key staff members' (iii) activities that may affect Grantee's tax-exempt status under the Internal Revenue Code of 1986, as amended and applicable Treasury Regulations, rulings, etc.; (iv) changes in Grantee's tax exempt status; and (v) material change in Grantee's financial condition.

If any of the above is not adhered to, your contract may be terminated.

5. Grantee shall not spend any of the Grant funds to (i) carry on propaganda or otherwise attempt to influence legislation within the meaning of the Internal Revenue Code Section 4945(d)(1) and 4945(e); or (ii) influence the outcome of any specific public election or carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2).
6. Grantee will provide the Foundation with a written receipt promptly upon delivery of each payment of the Grant funds.
7. All materials and/or other means of communication dealing with or describing the activities associated with the use of Grant funds by Grantee shall acknowledge the Foundation's support. Copies of all such printed materials shall be delivered to the Foundation within a reasonable time after publication.

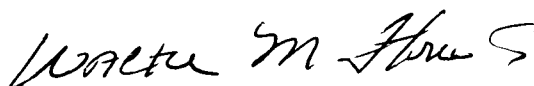
By accepting the Grant and the terms set forth in this letter, Grantee confirms, that as of date of its acceptance of the terms and conditions of this letter, Grantee's tax-exempt status, as shown in the final or advance ruling or determination letter previously delivered to the Foundation, has not changed. ***In the event Grantee's tax-exempt status changes during the term of this Grant or if Grantee fails to comply with the conditions set forth above, the Foundation reserves the right to terminate the Grant and recoup any previous payments made to Grantee pursuant to the Grant.*** Grantee further understands that by accepting the Grant and the terms and conditions of this letter, the Foundation is not in any manner obligated to provide any additional funds or support to Grantee.

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Please execute the enclosed copy of this letter and **return one signed copy to the Foundation** at your earliest convenience and **retain the second signed copy for your files.**

Very truly your,

THE EARL B. AND LORAIN H. MILLER
FOUNDATION

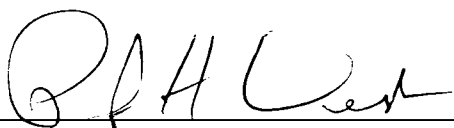


Walter M. Florie, Jr.
President and Chief Executive Officer

cc: Louisa Franco

The terms and conditions of the foregoing letter are hereby accepted by:
CITY OF LONG BEACH, the Grantee

CITY OF LONG BEACH
(GRANTEE)

By: 

Title: City Manager

Date: 11/25/15

APPROVED AS TO FORM

11/16, 2015
CHARLES PARKIN, City Attorney

By 
LINDA T. VU
DEPUTY CITY ATTORNEY