

33627

**Grant Agreement
Los Angeles Region**

Grantee: City of Long Beach

Address: 2525 Grand Avenue, Long Beach, CA 90815

Contact Person(s): Ron Arias, MPA – Director
Helen Arbogast, MPH – Public Health Associate III

Program Administrator: Angela Wannberg – Rogers & Associates

TERMS AND CONDITIONS OF THE GRANT:

The California Children and Families Commission (“CCFC”) has entered into an agreement (the “Agreement”) dated May 15, 2004 with the Grantor authorizing a CCFC Public Education Program (the “Program”). The Program has been developed to ensure that parents and caregivers from diverse audiences have access to information and services they need to endow children with the tools to succeed in school and later in life. The Program will be conducted by Rogers & Associates, Inc., BaumanCurry & Co. and IW group, Inc. (“CCFC Public Education Team”). Community-based organizations (“CBOs”) are contracted to help disseminate and communicate both printed and verbal information approved by the California Children and Families Commission (“CCFC”) and distributed by the CCFC Public Education Team, to reach audiences currently not reached by the CCFC’s mass media campaign. The goal of the Program is to use one-on-one communication to ensure that these underserved audiences receive culturally and linguistically appropriate information.

The following terms and conditions must be met by the above-named Grantee in order to receive the designated Grant. If the Grantee fails to meet any of these terms and conditions, Ron Rogers & Associates, Inc., a California corporation, dba Rogers & Associates, Inc. (hereafter, “the Grantor”) may withdraw the award and terminate this Grant Agreement and shall thereupon have no further obligation to disburse the Grantee any remaining unpaid Grant funds, and may further require repayment of any Grant funds which were not used in accordance with the terms of the Agreement, including the Grant Purpose and Objectives set forth in this Grant Agreement. In addition, the Grantor shall have all other rights available at law against the Grantee arising out of breach of this Grant Agreement.

Paragraph 1. Grant Purpose

This is a contract for **City of Long Beach** to conduct one or more of the following activities in multiple target audiences, in **Los Angeles County**. Please sign initials in the space provided next to the appropriate activity.

Initial

Wlt Outreach through one-on-one presentations (including but not limited to the following organizations Centro CHA, Families in Good Health, Federation of Filipino American Associates, Guam Communications Network, Long Beach City College Women's Resource Center, LBDHHS Child Health and Disability Prevention Clinic, LBDHHS First 5 Long Beach, LBDHHS Child Health Prenatal Clinic)

Wlt Outreach through small group presentations (including but not limited to the following organizations Centro CHA, Guam Communications Network, LBDHHS First 5 Long Beach)

Wlt Outreach through 9 community events (including but not limited to the following organizations Centro CHA, Families in Good Health, Federation of Filipino American Associates, Guam Communications Network, Long Beach City College Women's Resource Center, LBDHHS Child Health and Disability Prevention Clinic, LBDHHS First 5 Long Beach, LBDHHS Child Health Prenatal Clinic)

Wlt Total number of unduplicated parents and caregivers of children ages 0 to 5 to be reached through August 31, 2004: 3,760

Paragraph 2. General Terms

Name of project: The CCFC Public Education Program

Grant Number: LA-10-EXT

Grant Amount: \$ 66,668

Date Approved: May 15, 2004

Grant Period: All activities associated with this Grant must take place between May 15, 2004 and August 31, 2004 or until terminated by either the Grantee or the Grantor, whichever comes first.

Payment Schedule: Within 30 days of both the return of this signed Grant Agreement to Rogers & Associates and receiving approval on the Grantee's final progress report from the first grant agreement that was due Jan. 15, 2004, 70% of the Grant Amount will be awarded. The remaining 30% will be awarded upon satisfactory completion of a final progress report and successful completion of the project as set

forth in Paragraph 2, Paragraph 8, and Paragraph 11 of this Grant Agreement. Note: If this Grant is not executed by binding authority and returned to Rogers & Associates within 30 days, this Grant award may be voided.

Report Schedule: (See attachment A)

**Project Objectives,
Budget and Use of
Funds:**

Funds must be used by the Grantee strictly in accordance with the terms of this Agreement, including the Grant Purposes set forth in Paragraph 1, the Project Objectives and Project Budget (Attachment B and C to Grantee's application) as detailed in Grantee's proposal. No adjustments or changes to the agreed Grant allocations may be made without prior written approval by the Grantor. Grantee must abide by any decision by the Grantor regarding use of funds.

Paragraph 3. Special Conditions

The Grantee agrees that at least one part- or full-time paid staff member who is responsible for managing the project will attend a CCFC Program one-day training session. Please see attachment (D) for the two training session dates available. In addition, the Grantee agrees to distribute only those materials authorized by the Grantor and/or disseminated by the CCFC Public Education Team at outreach activities funded by this Grant.

Paragraph 4. Hold Harmless Agreement

The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Grantor, the CCFC, the CCFC Public Education Program Team, *all County Prop. 10 Commissions*, and their respective officers, directors, trustees, employees, agents, *and Indemnitee*, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with this Grant Agreement, the application of funds furnished pursuant to such a Grant, the program or project funded or financed by such Grant or in any way relating to the subject of this Grant Agreement, *except to the extent that the claim, liability, loss or expenses arises from the negligence or willful misconduct of the Indemnitee*. This paragraph shall survive the termination of this Agreement.

Paragraph 5. Public Acknowledgment

In materials and presentations resulting from the use of these funds or developed for activities authorized under this Grant the Grantee agrees to provide statements gratefully acknowledging the CCFC for authorizing this program. The Grantee also agrees to acknowledge the CCFC when any program or project results in a service, product, performance, or other tangible outcome made possible because of this Grant. It is not necessary nor appropriate to acknowledge the CCFC Public Education Team's (Rogers & Associates, BaumanCurry & Co. and IW group, Inc.) in neither public presentations nor materials.

Paragraph 6. Nondiscrimination

The Grantee agrees that in the performance of the Agreement it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, disability, ancestry, age, medical condition, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

Paragraph 7. Access to the Disabled

The Grantee shall make reasonable efforts to make the programs and facilities, which are used for client services provided under terms of this Agreement physically accessible to handicapped and disabled persons.

Paragraph 8. Accesses to and Use of Project Information

The Grantee agrees to provide the Grantor, the CCFC Public Education Team, and all representatives of the same with full access, except to the extent specifically prohibited by applicable law, to any and all information developed in connection with or arising from the activities funded by this Grant. The Grantee authorizes the Grantor and/or the CCFC Public Education Teams to use, reproduce or publish, the activities funded by this Grant. The Grantee authorizes the Grantor and/or the CCFC Public Education Team to use, reproduce or publish, free of charge or royalty, and to authorize others to use, reproduce, or publish, free of any charge or royalty, any and all such information, including but not limited to reports, budgets, copyrighted materials, or other data.

Paragraph 9. Project Review and Evaluation

The Grantee agrees that the Grantor and/or the CCFC Public Education Team may review and/or evaluate the project funded by this Grant. This may include visits by representatives or agents of the Grantor and/or the CCFC Public Education Team to observe the Grantee's project operations; to review project data, financial records, or corporate records; and to discuss the project with the Grantee's staff or governing board. At all times during the Agreement, Grantee shall maintain accurate and complete books of account, records and documents of every kind in which all matters relating to the project funded by this Grant, including all income, expenditures, assets, and liabilities thereof, shall be entered. Grantee shall keep all such records for at least four years after completion of the use of the Grant funds. The Grantor and/or the CCFC Public Education Team shall have the absolute right at any reasonable time to inspect and copy any of these materials, except to the extent specifically prohibited by applicable law.

Paragraph 10. Reports and Audits

The Grantee agrees to submit to the Grantor and/or the CCFC Public Education Team a final progress report, including narrative information and full financial accounting of the expenditure of the Grant funds, according to the Report Schedule set forth in Paragraph 2 of this Agreement. All such reports shall become the property of the Grantor. Forms and guidelines for the reports will be provided by the Grantor and/or the CCFC Public Education Team. Any payments scheduled for release subsequent to the due date of a report shall be held by the Grantor until the report has been submitted and approved. The Grantor in its discretion may also require an audit of the agency or project, which may include the review of programmatic as well as financial record, *which are related to the project*. The expense of any audit required by the CCFC will be

borne by the CCFC, with the exception of audits required as part of the Grant application process. Notwithstanding, in the event of any audit, which discloses discrepancies between reported results and actual results as disclosed in the audit, Grantee agrees to reimburse the CCFC for costs of such an audit.

Paragraph 11. Payments

Grant payments will be made by the Grantor, acting as the Fiscal Agent for the CCFC, according to the Payment Schedule set forth in Paragraph 2 but are conditioned on the project fulfillment of all results as set forth in Paragraph 2 and Paragraph 11 of the Agreement. The Grantor may at its sole discretion defer, reschedule, or cancel future payments, if the project is not making reasonable progress toward meeting its stated objectives as set forth in the Project Objectives stated in Paragraph 2, or if the Grantee is not otherwise in compliance with this Agreement. The Grantor and/or the CCFC Public Education Team evaluates the Grantees on behalf of the CCFC, which authorizes payment. Payments by the fiscal agent to the Grantees will only be made to the extent funds have been made available by the CCFC for the purposes of making such payments to the Grantees.

Paragraph 12. Reversion

Any funds not expended for the purposes agreed to by the CCFC, including any unspent balance at the conclusion of the Grant period, must be returned to the Grantor. Grantee agrees that it shall convey back to the Grantor any equipment or real estate/property purchased with Grant funds if the nature of its use is diverted from the purposes for which the Grant was made or if the Grantee organization ceases operations.

Paragraph 13. Modifications and Termination

The terms of this Agreement may be revised or modified only with the prior written consent of the Grantor on behalf of the CCFC and Grantee; provided, however, if and when the Grantee fails to meet any of the terms or conditions of the Agreement, the Grantor may withdraw its award and terminate the Agreement and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid Grant funds, and may further require repayment by Grantee to the Grantor of any Grant funds which were not used in accordance with the terms of the Agreement including the Grant Purpose, Objectives and Special Conditions set forth in Paragraph 1,2 and 3 of this Grant Agreement. The Grantee may terminate the Agreement at any time, *with 30 days notice*, by written notification to the Grantor, *Rogers & Associates at 1875 Century Park East Los Angeles, California 90067* accompanied by a final report as required in Paragraph 10, and the return of any unspent funds to the CCFC.

Paragraph 14: Duty of Grantee

Grantee understands and agrees that as a material condition for Grantor to enter into this Grant Agreement and for Grantee to receive any awards or benefits under this Grant Agreement, Grantee will not and cannot do anything in carrying out its business that will negatively affect in any way the best interests of Grantor and/or the CCFC as it relates to providing Grantee any award or benefits under this Grant Agreement. Grantor has sole discretion in determining whether or not the best interests of Grantor and/or CCFC has been negatively affected in any way by the business activities of Grantee. In the event that Grantor determines that Grantee has carried out in its business in a manner that negatively affects the best interests of Grantor and/or

CCFC, Grantor reserves the right to withdraw its award to Grantee and terminate the Grant Agreement pursuant to Paragraph 13 above.

Paragraph 15. Fund Restriction

The fund(s) which the Grantor has awarded the Grantee is set forth in Paragraph 2 of this Agreement. All Grant funds must be used in accordance with the conditions set out in this Agreement.

Paragraph 16. Limit of Commitment

This award is made with the understanding that the Grantor has no obligation to provide other or additional support from the CCFC for this or any other project of the Grantee.

Paragraph 17. Copyrights and Ownership of Works

The State of California shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all works created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all Works created, provided, or developed under this Agreement, whether or not published or produced, belongs to the State of California from the moment of creation.

Paragraph 18. Program Term

The term of the program is for 3.5 months, the commencement of the program will be on May 15, 2004 and will end on August 31, 2004.

Paragraph 19. Amendments to the Agreement

This agreement shall not be amended, except in writing, and it must be signed by both parties that are specifically referred to in this agreement.

Paragraph 20. Agreement

This agreement shall constitute the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date listed below.

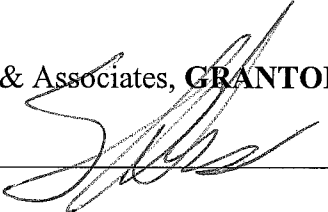
Dated as of May 15, 2004

In signing this document the Grantee signatories each acknowledge that they have been authorized by Grantee agency to sign on its behalf, that they have read and understand the entire Grant Agreement and that Grantee accepts and agrees to its terms and conditions. The Agreement shall not be effective until the CCFC has received and approved an executed copy with the required schedules from Grantee, and has executed and returned a copy of the entire Agreement to Grantee.

GRANTEE: *City of Long Beach*

By:  Date: 9/20/04
City Manager

Rogers & Associates, **GRANTOR:**

By:  Date: 9/28/04

APPROVED AS TO FORM

9/2, 20 04
ROBERT E. SHANNON, City Attorney

BY 
SENIOR DEPUTY CITY ATTORNEY

ATTACHMENT A

REPORTING REQUIREMENTS

Paragraph 2

General Terms: Report Schedule

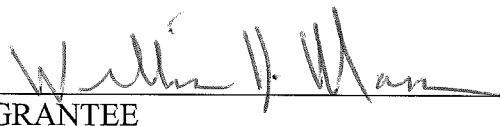
Reports shall be sent to:


**Rogers & Associates
1875 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Angela Wannberg**

Fax (310) 552-9052

The following reporting requirement must be submitted to the CCFC in accordance with the Grant Agreement and as set forth in Paragraph 2:

- Final Report – Narrative describing implementation, progress, outcome and evaluation of successful completion of project objectives. Include such items as mailing lists, event sign-in sheets, tally sheets, letters, evaluation forms, event advertising such as flyers, newsletters and announcements. Due no later than **August 13, 2004**.


GRANTEE


Date

ATTACHMENT D

TRAINING SCHEDULE

Paragraph 3

General Terms: Special Conditions

Region: Los Angeles


Attendance is required at one of the following trainings and must be adhered to in accordance with the Grant Agreement and as set forth in Paragraph 3:


- **Training Session in Los Angeles:**

DATE: June 2, 2004
TIME: 10:30 a.m. to 4 p.m.
LOCATION: California State University, Los Angeles
Golden Eagle Building
5151 State Drive
Los Angeles, CA 90032

- **Training Session in Sacramento:**

DATE: June 8, 2004
TIME: 10:30 a.m. to 4 p.m.
LOCATION: Tsakopoulos Library Galleria
828 I Street
Sacramento, CA 95814


GRANTEE


Date