

ARCHSTONE FOUNDATION

30536

Grant Number 08-01-06

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the ARCHSTONE FOUNDATION (the *Foundation*) and the City of Long Beach (the *Grantee*).

RECITALS

A. The Foundation, a California Nonprofit Public Benefit Corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, improved health care, and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject generally to the provisions of this Agreement and specifically to the terms of this Section, the Foundation hereby agrees to grant the sum of not more than \$75,000 (the *Grant*) for the program and purposes set forth on Schedule A attached hereto (the *Program*). In accepting such Grant, the Grantee acknowledges and agrees that:

- a. the Foundation shall have no obligation to segregate or set aside any funds or assets for the payment of the Grant;
- b. the Grantee shall use the Grant solely for the purposes and for organizing, implementing and conducting the Program;
- c. the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the *Code*);
- d. neither the Grant nor the income therefrom may be used for purposes other than those described;
- e. the Grant shall be payable as set forth on Schedule B attached hereto; subject always to the provisions of Paragraphs 3 and 8 herein;
- f. all unexpended amounts of the Grant shall be held in interest-bearing bank accounts with the bank or banks set forth on Schedule B attached hereto; and

g. In the event the Grantee shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Grant, the terms or conditions of this Grant or the diminution, termination, or determination on the part of the Foundation not to renew or to pay all or any part of the Grant, or shall seek to obtain an adjudication in any proceeding in any court that this Grant or any of its provisions is void, or seek otherwise to void, nullify, or set aside this Grant or any of its provisions, then the right of that Grantee to take any interest given or granted by the Grant shall be determined as it would have been determined had the Grantee failed initially to qualify under the provisions of subparagraph c of Paragraph 1.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (“the *Proposal*”) to the Foundation, which includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to the Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation’s obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

- a. All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.
- b. No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.
- c. The Grantee continues to qualify under Code Section 501(c)(3), and its Program as having a charitable and educational purpose as provided in Paragraph 1.c., above, both in fact and by operation of Paragraph 1.d. hereof.
- d. The Board of Directors of the Foundation shall have approved or not withdrawn approval of each payment or installment of the Grant.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

- a. To repay any portion of the Grant which is not used for the purposes of the Grant.
- b. To submit to the Foundation full and complete quarterly reports on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

c. To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

d. Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) of (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

e. In the performance of this Agreement and the expenditure of the Grant, the organization, implementation, and conduct of the Program will (i) comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

f. Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

a. The Grantee is a California ~~Nonprofit Public Benefit~~ ^{municipal SF} Corporation, located at 2525 Grand Avenue, Long Beach, California 90815, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement.

b. This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

c. All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

d. The execution and delivery of the Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of

Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee or any order, writ, judgement, decree, determination or award to which the Grantee is a party or (iii) result in the breach of, or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

e. No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given to any other person or organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials related to the Grant and the Program.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of, or ability to fulfill, its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule C attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within two (2) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying, and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation, and any person designated by it, full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of the Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports require to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement, (e) has terminated, abandoned, canceled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program or (f) has initiated any of the actions set forth in Paragraph 1.d., above, or has failed to comply with the requirements of Paragraph 1.c., above in fact or by operation of Paragraph 1.d. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is

pursuant to clause (a), (b), (c) or (d) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Archstone Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of the Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or Grant shall include the following clause:

It is expressly agreed and understood that neither the Archstone Foundation (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with the Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made part of any and all agreements between the parties subsequent to this Agreement.

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all relevant policies of insurance carried by the Grantee.

11. Prior Agreements. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein.

12. Other Provisions. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

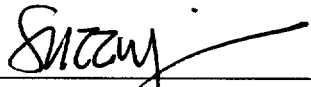
13. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

14. Completion of Grant. The Grantee covenants to execute and deliver to the Foundation a final evaluation report (including summary of the project, all statistical data, evaluation results and accounting of expenditures per exhibit C, attached) as a condition precedent to receipt of the final installment payment of the Grant.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on:

GRANTEE:
City of Long Beach

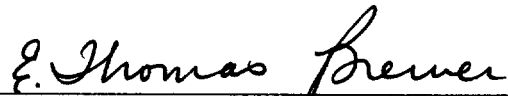
ASSISTANT

By: 
Patrick H. West
City Manager

Date: 6-18-08


EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ARCHSTONE FOUNDATION:

By: 
E. Thomas Brewer, MSW, MPH, MBA
Director of Programs

Date: 9/27/07

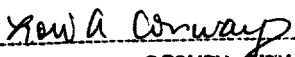
READ AND ACKNOWLEDGED BY:

By: 
Theresa J. Marino
Manager, Bureau of Public Health

Date: 12-10-07

APPROVED AS TO FORM

12/18, 2007
ROBERT E. SHANNON, City Attorney

By 
DEPUTY CITY ATTORNEY

SCHEDULE A

DESCRIPTION OF PROGRAM AND PURPOSES:

Three populations will be served in Phase II: 1) a minimum of 20 older adults age 65 and over (through case conferences) each year, 2) a minimum of 75 professionals and service providers who serve victims or potential victims of elder abuse and neglect each year, and 3) annually, a minimum of 5,000 persons, including residents, families, caregivers, seniors, professionals, and the workforce within the greater Long Beach community will be recipients of the community awareness campaign activities. The following are Phase II goals and objectives:

Goal 1: Enhance, sustain and institutionalize the LBEAPT Community Coalition by December 31, 2010.

- Objective 1.1: Hold one LBEAPT meeting per quarter, with a minimum attendance of 30 - 35 members per meeting.
- Objective 1.2: Enhance the skills and knowledge of the LBEAPT members through educational presentations.
- Objective 1.3: Increase the membership by adding a minimum of 5 additional disciplines per year.

Goal 2: Create a minimum of three working groups as subcommittees of the LBEAPT.

- Objective 2.1: Create a Multidisciplinary Team (MDT) Subcommittee. The committee will have representatives from the following disciplines Adult Protective Services, the Long-Term Care Ombudsman, law enforcement, the District Attorney's Office, the City Attorney's Office, the Public Health Department, the Long Beach LINKS Program, and Victim Witness. The MDT will review a minimum of two cases per month and will formalize the process and protocol for presenting a case to the team.
- Objective 2.2: Create a Board and Care Subcommittee. The committee will enhance the knowledge of the LBEAPT members, professional and the public about regulatory resources to address elder abuse in residential care facilities. The LBEAPT will advocate for legal or code enforcement interventions to prevent the elder abuse.
- Objective 2.3: Create an Emergency and Transitional Shelter Subcommittee. Enhance the capacity of the LBEAPT members, professionals and the public to identify resources for sheltering elders who are victims of abuse, neglect, and/or fraud.

Goal 3: Continue the community awareness campaign to increase prevention and reporting of elder abuse and neglect in the greater Long Beach area.

- Objective 3.1: Host one community event each year over the three-year grant period. The event may be a community forum on elder abuse or an awards luncheon recognizing member agencies of the LBEAPT.
- Objective 3.2: Identify a minimum of 5 additional resources for providing community education and awareness of elder abuse and neglect.
- Objective 3.3: Develop a minimum of three educational tools and materials for the LBEAPT, professionals and the community.

SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, at the discretion of the Foundation, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule C attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

FUNDING SCHEDULE:

Payment Schedule for the above Grant:

January 1, 2008	First 90% of Year One	Scheduled
January 1, 2009	First 90% of Year Two	Contingent
March 15, 2009	Final 10% of Year One	Contingent
January 1, 2010	First 90% of Year Three	Contingent
March 15, 2010	Final 10% of Year Two	Contingent
March 15, 2011	Final 10% of Year Three	Contingent

Contingent payments require submission of Progress and Evaluation Reports to be reviewed and approved by Foundation prior to payment authorizations. The total grant funds released based on Grantee submitted Reports may be less than the approved grant, but in no case will the total payment exceed \$75,000.

BANK(S) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT#

MAIL CHECK TO:

SCHEDULE C

REPORTS TO BE FURNISHED:

I. **PROGRESS REPORTS.** Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program.

II. **EVALUATION REPORT.** The Evaluation Report must be a complete review and report of the program including a summary of the project, all statistical data, evaluation results and accounting of expenditures. The grant period is scheduled to end January 1, 2011. The Final Evaluation report is due within two months of the end of the grant and should cover the entire grant period.

REPORTING SCHEDULE:

May 1, 2008	1 st Quarter Progress Report	January – March, 2008
August 1, 2008	2 nd Quarter Progress Report	April – June, 2008
November 1, 2008	3 rd Quarter Progress Report	July – September, 2008
February 1, 2009	4 th Quarter Progress Report	October – December, 2008
March 1, 2009	Year One Evaluation Report	Year One (2008)
May 1, 2009	5 th Quarter Progress Report	January – March, 2009
August 1, 2009	6 th Quarter Progress Report	April – June, 2009
November 1, 2009	7 th Quarter Progress Report	July – September, 2009
February 1, 2010	8 th Quarter Progress Report	October – December, 2009
March 1, 2010	Year Two Evaluation Report	Year Two (2009)
May 1, 2010	9 th Quarter Progress Report	January – March, 2010
August 1, 2010	10 th Quarter Progress Report	April – June, 2010
November 1, 2010	11 th Quarter Progress Report	July – September, 2010
February 1, 2011	12 th Quarter Progress Report	October – December, 2010
March 1, 2011	Final Evaluation Report	January, 2008 – December, 2010

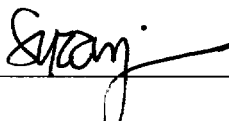
SCHEDULE D

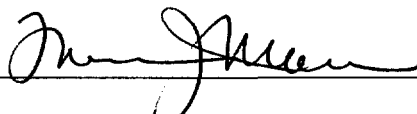
PARTICIPATION IN ELDER ABUSE AND NEGLECT INITIATIVE ACTIVITIES:

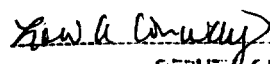
I. GRANTEE CONVENINGS. As a recipient of Phase II funding of the Elder Abuse and Neglect Initiative, a minimum of two project representatives (of the following type: Project Director, Principal Investigator, Project Coordinator) must attend each of the three grantee convenings per year during the course of Phase II of the Initiative unless alternate arrangements are pre-approved by the Archstone Foundation. The first Phase II convening is currently planned for February 12-13, 2008 in Southern California. Subsequent convenings are tentatively scheduled to be held in the Spring and Fall of 2008. In 2009 and 2010, convenings will be held approximately every four months, for a total of three convenings per year. Specified dates and locations will be determined. Travel, lodging and per diem costs associated with the nine grantee convenings may be covered through grant funding as specified in the grant proposal. Should costs of attending the convenings be greater than budgeted for, the Archstone Foundation will consider allowing grantees to reallocate funds from their total approved budgets to cover meeting expenses on a case-by-case basis. All budget revision requests must be submitted to the Foundation for approval prior to reallocation.

II. EXTERNAL EVALUATION. The grantee is expected to participate in the external evaluation of the Elder Abuse and Neglect Initiative, which will be conducted by a third party designated by the FOUNDATION. Activities will include, but are not limited to the following: facilitating visits at sites of program operation, participating in periodic teleconferences and/or holding in-person meetings with the evaluator on a schedule determined by the independent evaluator and the Archstone Foundation, participating in dissemination activities as requested by the Archstone Foundation, providing program progress and financial information upon request, completing periodic evaluation forms on a schedule determined by the independent evaluator and the Archstone Foundation, providing supplemental program data of the type and on a schedule determined by the independent evaluator and the Archstone Foundation, and providing copies of project reports and supplemental data summaries to the independent evaluator and the Archstone Foundation.

I acknowledge the requirements of SCHEDULE D:

By:  Date: 1-18-08
Patrick H. West
City Manager, City of Long Beach

By:  Date: 10-10-07
Theresa J. Marino
Manager, City of Long Beach, Bureau of Public Health

APPROVED AS TO FORM
12/18, 2007
ROBERT E. SHANNON, City Attorney
By 
DEPUTY CITY ATTORNEY