

THE CALIFORNIA ENDOWMENT
RESTRICTED PROJECT GRANT AGREEMENT

City of Long Beach

EIN 95-6000733

Grant Number 20082023

31111

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

Role of Men Train the Trainer Project: To create a network of health and social services providers seeking to improve the cultural competency of services and health and well being outcomes for African American fathers and their families through training, convening and policy recommendations in 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

Outcomes

1. Improved knowledge, perceptions and attitudes among health and social services providers, as evidenced by full implementation of the Role of Men Academy Train the Trainer Project and the subsequent improvements to cultural relevance of services provided to African American men.
2. Improved agency learning, cohesion and collaboration to improve outcomes for African American men and their families as evidenced by the convening of the Network once every other month to discuss implementation issues and share lessons learned.

3. Enhanced capacity to engage in a policy and advocacy dialogue with local, county and state public officials that supports improved accessibility, quality and cultural relevance of services provided, as evidenced by a cooperatively developed policy slate of recommendations to improve services, funding and outcomes for single fathers, African American men and their families.

4. Strengthened understanding of strategies to effectively engage African American men, their families and the community in creating sustained systems improvement in the cultural relevance and quality of services provided as evidenced by an evaluation plan and process to effectively capture lessons learned.

IV. AMOUNT OF GRANT

\$303,638, payable as follows.

\$211,921 upon The Endowment's receipt of this executed Agreement;

\$91,717 on January 15, 2010

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 March 1, 2009 to February 28, 2011, 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:
- 1st interim report: 9/30/2009;
- 2nd interim report: 3/31/2010;
- 3rd interim report: 9/30/2010; and
- Final Report: 3/31/2011
- 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.

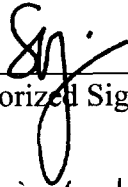
- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may 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

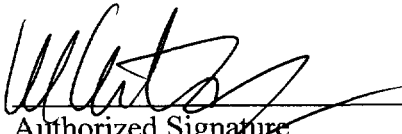
The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

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:

 Authorized Signature	Assistant City Manager <small>TO SECTION 301 OF THE CITY CHARTER.</small>	<u>9-27-09</u> Date
<u>Patrick H. West</u> Printed Name		<u>City Manager</u> Title

Agreed to and Acknowledged on behalf of The Endowment:

 Authorized Signature	<u>February 18, 2009</u> Date
<u>Martin Zogg</u> Printed Name	<u>Director of Program Administration</u> Title

APPROVED AS TO FORM

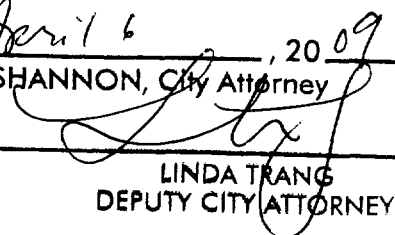
April 6, 2009
ROBERT E. SHANNON, City Attorney
By 
LINDA TRANG
DEPUTY CITY ATTORNEY

EXHIBIT A

City of Long Beach, 20082023

	Total Project Budget			TCE Approved Budget		
	Year 1	Year 2	Total	Year 1	Year 2	Total
Personnel						
Coordinator (1.0 FTE)	65,993	0	65,993	65,993	33,997	99,990
Community Liasion (.75 FTE)	32,371	0	32,371	32,371	16,186	48,557
Bureau Manager (.25 FTE)	22,324		22,324	0	0	0
Benefits @ 32%	38,620	0	38,620	31,476	16,059	47,535
Total Personnel	159,308	0	159,308	129,840	66,242	196,082
Non-Personnel						
Operating Costs						
Office Supplies	1,000	0	1,000	0	0	0
Postage	500	0	500	250	250	500
Telephone	750	0	750	0	0	0
Computer/Internet/Intranet (2)	6,000	0	6,000	0	0	0
Travel: Conferences, Mileage	8,000	0	8,000	2,000	2,000	4,000
Conferences/Meetings/Trainings/Supplies	7,500	0	7,500	3,000	3,000	6,000
FHEC Facility Usage	3,500	0	3,500	0	0	0
Printing	20,000	0	20,000	10,000	0	10,000
Student Stipends	7,500	0	7,500	7,500	0	7,500
Other						
Total Non-Personnel	54,750	0	54,750	22,750	5,250	28,000
Direct Costs	214,058	0	214,058	152,590	71,492	224,082
Indirect Costs @ 15%	34,462	0	34,462	27,331	12,225	39,556
Total Direct and Indirect	248,520	0	248,520	179,921	83,717	263,638
Other Costs						
Subcontracts						
Consultant: Development Coach, Tech. Asst	20,000	0	20,000	22,000	0	22,000
Evaluator	20,000	0	20,000	10,000	8,000	18,000
Capital & Equipment						
			0			0
Total Other Costs	40,000	0	40,000	32,000	8,000	40,000
Grand Total	288,520	0	288,520	211,921	91,717	303,638

WORK PLAN
City of Long Beach, 20082023

Activities/Objective and Indicators	Outcomes and Indicators	Timeline
<p>1. ROMA Train the Trainer Project will offer six trainings over two year period and cover the following topics: review of the history of the ROMA, outreach methods and presentation of the basic training content; the importance of case management activities; review of evaluation instruments and program outcomes; presentation of marketing and fund development strategies; how to assess the community for the need of a ROMA type program; the importance of a collaborative network.</p>	<p>1. Improved knowledge, perceptions and attitudes among health and social services providers, as evidenced by full implementation of the Role of Men Academy Train the Trainer Project and the subsequent improvements to cultural relevance of services provided to African American men.</p>	<p>1. May, Aug, Nov 2009 and May, Aug, Nov 2010</p>
<p>1. Convene the Network to be facilitated by the ROMA Advisory Committee Chairperson</p>	<p>2 Improved agency learning, cohesion and collaboration to improve outcomes for African American men and their families as evidenced by the convening of the Network once every other month to discuss implementation issues and share lessons learned.</p>	<p>1. 2. Jun, Aug, Oct, Dec 2009 and Feb, Apr, Jun, Aug, Oct, Dec 2010 (every other month)</p>
<p>1. Develop a minimum of three policy recommendations and a supportive communications and advocacy plan</p> <p>2. Engage policy makers regarding support for these policy recommendations.</p>	<p>3. Enhanced capacity to engage in a policy and advocacy dialogue with public officials that supports improved quality and cultural relevance of services provided, as evidenced by a cooperatively developed policy slate of recommendations to improve services, funding and outcomes for single fathers,, African American men and their families.</p>	<p>1. Feb 2010</p> <p>2. Oct 2009-Dec 2010</p>
<p>1. Develop and begin implementation of an evaluation plan for Train the Trainer Project and the work of the Collaborative Network.</p>	<p>4. Strengthened understanding of strategies to effectively engage African American men, their families and the community in creating sustained systems improvement in the cultural relevance and quality of services provided.</p>	<p>1. Aug 2009</p>