

**THE CALIFORNIA ENDOWMENT**  
**PROGRAM SUPPORT GRANT AGREEMENT**

Monterey County, County Administrative Office

EIN 946000524

Grant Number 20201804

This Program Support 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**

Supporting Healing-Informed Systems Transformation for Health Equity: To build collective capacity of key stakeholders in resident organizing, government, education and philanthropy to realize racially equitable systems change for health and justice in the Salinas Valley and Monterey County.

This grant is intended to support a new or existing program jointly funded by The Endowment and Monterey County, County Administrative Office, a governmental entity, and 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.

While the grant is restricted for use for the purposes described in this Agreement, the Agreement and the award of grant funds shall not be deemed to be contingent or conditioned upon the accomplishment of any specific or measurable barrier, unless the condition is specifically identified in this Section II.

### **III. EXPECTED OUTCOMES OF GRANT**

1. Increased capacity of Monterey County to deepen shared understanding of structural racism and its role in perpetuating health and other key life in inequities as evidenced by:
  - a. Conduct next Phase to complete training of remaining 4,000+ staff on baseline understanding of structural racism and its direct connection to health and other life inequities; and
  - b. All staff introduction/communication of the Monterey County Racial Equity Plan (MCREP).
2. Increased understanding of the Board of Supervisors to deepen collective shared understanding of structural racism and its role in perpetuating health and other key life inequities as evidenced by:
  - a. Host a one-day retreat to conduct second Race Equity 101 for supervisors and their staff; and
  - b. Conduct retreat evaluation to assess participant understanding of learning goals.
3. Completion and adoption of the 3 phases of the MCREP as evidenced by:
  - a. County staff presentation of the MCREP before the Monterey County Board of Supervisors for review and adoption
  - b. By November 2021 at least of 20% of all county departments have identified and implemented a Racial Equity Impact Assessment tool to a policy or practice (including a budgeting process)
  - c. Budget allocation for the hiring of a 1.0 FTE County Chief of Racial Equity
  - d. Development of the County Chief of Racial Equity job description and hiring for the position
4. Participation in the co-design and piloting of a regional year-long Governing Alliance for Race Equity Program that is available to other regional jurisdictions, and other government bodies (i.e. Association of Monterey Bay Area Governments) as evidenced by:
  - a. Government Alliance for Race Equity Program includes the development of a resident leadership cohort as an accountability mechanism for measuring government progress toward advancing racial equity; and
  - b. Monthly communication with TCE staff.

### **IV. AMOUNT OF GRANT**

\$150,000 payable as follows:

<b>Index</b>	<b>Payment Amount</b>	<b>Scheduled Date</b>
1	\$75,000	Upon The Endowment's receipt of this executed Agreement
2	\$75,000	December 10, 2020

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 December 15, 2019 to December 14, 2021, 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 attempting, to influence legislation, provided that this Section shall not prohibit the use of grant funds for any communication that constitutes nonpartisan analysis, study, or research, or a response to a written request for technical assistance from a government body, as defined in Section 4945 of the Code and regulations thereunder,
  - 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 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 interim written reports to The Endowment according to the schedule set forth below. Each 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, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

<b>Index</b>	<b>Report Type</b>	<b>Due Date</b>
1	Interim Progress Report	January 31, 2021
2	Final Report	January 31, 2022

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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. Grantee shall ensure that every subgrantee, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.

- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and 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.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

**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 or any other grant agreement between The Endowment and Grantee.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

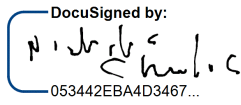
“THE ENDOWMENT”

“GRANTEE”

**THE CALIFORNIA ENDOWMENT,**  
a California nonprofit public benefit corporation.

**MONTEREY COUNTY, COUNTY ADMINISTRATIVE OFFICE**

By:   
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By:   
053442EBA4D3467...

Name: Anthony Iton

Name: Nicholas Chiulos

Title: Senior Vice President

Title: ASst CAO

Date: 12/9/2019 | 10:51 AM PST

Date: 12/9/2019 | 3:20 PM PST

## Certificate Of Completion

Envelope Id: F83CA34969974D108B579468FF70FD58	Status: Completed
Subject: 20201804, Grant from The California Endowment to Monterey County, County Administrative Office	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jennifer Katell
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1000 N Alameda St
	Los Angeles, CA 90012
	jkatell@calendow.org
	IP Address: 4.78.196.34


## Record Tracking

Status: Original 12/9/2019 10:21:30 AM	Holder: Jennifer Katell jkatell@calendow.org	Location: DocuSign
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## Signer Events

Christina Thompson  
cthompson@calendow.org  
Grants Analyst  
The California Endowment  
Security Level: Email, Account Authentication (Optional)

## Signature




Signature Adoption: Uploaded Signature Image  
Using IP Address: 4.78.196.34

## Timestamp

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Viewed: 12/9/2019 10:25:38 AM  
Signed: 12/9/2019 10:26:42 AM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Anthony Iton  
aiton@calendow.org  
Senior Vice President  
The California Endowment  
Security Level: Email, Account Authentication (Optional)



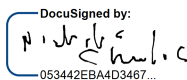
DocuSigned by:  
Anthony Iton  
-BCA4FFD699E94C7...

Signature Adoption: Pre-selected Style  
Using IP Address: 4.78.196.34  
Signed using mobile

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Viewed: 12/9/2019 10:51:01 AM  
Signed: 12/9/2019 10:51:07 AM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Nicholas Chiulos  
chiulosn@co.monterey.ca.us  
Asst CAO  
Security Level: Email, Account Authentication (Optional)



DocuSigned by:  
Nicholas Chiulos  
-053442EBA4D3467...

Signature Adoption: Drawn on Device  
Using IP Address: 174.194.198.250  
Signed using mobile

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/9/2019 3:20:33 PM
Completed	Security Checked	12/9/2019 3:20:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC CONSENT**

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures in electronic format on the terms and conditions described below, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this ELECTRONIC CONSENT; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The California Endowment as described above, I consent to receive through electronic means notices, disclosures, authorizations, acknowledgements, and other documents made available to me by The California Endowment during the course of my relationship with you.

## **ELECTRONIC CONSENT DISCLOSURE**

From time to time, The California Endowment (we, us or Organization) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive

notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive notices and consents electronically from us or to sign documents electronically from us.

**How to contact The California Endowment**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us, please email or call your Endowment representative directly.

**To advise The California Endowment of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to your Endowment representative and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from The California Endowment**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail your Endowment representative and in the body of such request you must state your e-mail address, full name and title, legal name of organization, US Postal address, and telephone number.

**To withdraw your consent with The California Endowment**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent or you may;
  
- ii. send an e-mail to your Endowment representative and in the body of such request you must state your e-mail, full name and title, legal name of organization, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.