

**St. Jude Hospital**  
**Restricted Project Grant Agreement**  
**La Habra City**  
Grant Number 202107

This Restricted Project Grant Agreement (“Agreement”) upon execution on behalf of St. Jude Hospital (“Hospital”) and the City of La Habra (“Grantee” or “City”) in the spaces provided for signature will evidence Hospital’s agreement with and commitment to the City as follows:

**I. Grantee’s Status**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of St. Jude Hospital (“Hospital”) in accordance with this section. Grantee warrants and represents that it is a public organization. Grantee will notify the Hospital immediately of any actual or proposed change in tax status.

**II. Purposes of Grant**

To prevent and reduce obesity by assisting La Habra City in supporting residents to increase physical activity and eat healthier.

This grant is made only for the specific charitable purposes described in the Agreement as part of the hospital’s community benefit program. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

**III. Use of Grant Funds and Mutual Expectations**

These grant funds will be used as follows:

1. SJMC will provide \$15,000 to retain grant writing consultants to identify and apply for Early Childhood Education grants. City will develop an interdepartmental staff committee to review and prioritize grant applications.
2. Hospital will provide \$50,000 for the purchase of Early Childhood Play Equipment for Whittier Pre School. City will be responsible for installation and maintenance of the play equipment. Early childhood play equipment will provide opportunities for preschoolers to develop large and small motor development while increasing their physical activity thereby promoting healthy development and socialization.
3. Hospital will provide \$6,000 to contract with Dr. Andres Bustamante for Early Childhood STEM design assessment (3 days 8 hour/day) and implementation (3 days 8hours/day administrative time) consultant fees. Dr. Bustamante’s expertise in early childhood develop, SEL, wellness, fitness and socialization will provide a foundation for strengthening La Habra Preschools/Early Childhood learning environments.
4. Hospital will provide \$13,000 for the purchase of a Walk In Freezer for the CRCC. City of La Habra will be responsible for the installation and maintenance of the walk in freezer. Purchase of the walk in freezer will

- increase capacity for food storage at the CRCC and the number of food insecure people that will be served with nutritious food choices.
5. Hospital will provide \$3,000. For graphics designed by Whittier Preschool staff, parents, students and community. Graphic designs will create an enhanced learning environment and beautify the Whittier Preschool campus.
  6. Hospital will roll over funding from CY2020 to CY2021 due to the COVID pandemic and high school closures in March 2020. Funds will be used to provide \$3,000 for Banners with Health and Wellness messages that will be posted in the Wellness District (La Habra Community Center, La Habra City Hall, Brio Park, The Children's Museum, Portola Park, along Euclid Street and La Habra Blvd). The banners will promote health and wellness as well as identify the La Habra Wellness District.
  7. Engage Whittier Preschool residents, staff, and students' in low income residents to provide significant input into the redesign of the Whittier Preschool space.
  8. Form a project advisory group that would include a representative from St. Jude Medical Center.
  9. The above mentioned interdepartmental committee shall also oversee the implementation of the La Habra "Healthy Eating Active Living" "Fit" designation. City shall pass at least one additional policy to support the HEAL designation.
  10. Support the Move More Eat Healthy La Habra Campaign by designating city staff and/or commissioners to work with the La Habra Collaborative to implement the MMEH plan.
  11. La Habra will provide two Project Reports, first report due 7/15/21 reporting on 1/1/21 -6/30/21 progress and the final report due 1/15/22 reporting on 7/1/21-12/31/21 progress to Hospital documenting the use of funds and Project progress. City will participate in the initiative evaluation that is being done by California State University Fullerton.

#### **IV. Amount of Grant**

\$43,500 payable upon receipt of this executed Agreement. The second payment, \$43,500 upon receiving the 7/15/21 progress report with acceptable progress. The final report 1/15/22 demonstrating adequate progress is documented including:

1. Number of Early Childhood grants identified, submitted by consultant and awarded to city.
2. Dr. Bustamante's Early Childhood Whittier Preschool play space assessment and recommendation report
3. Progress and projected completion date of purchase and installation of Early Childhood Playground Equipment and Graphics at Whittier Preschool.
4. Progress of purchase and installation of Walk In freezer for CRCC and number of food insecure people served due to increased capacity of freezer space.

5. At least one HEAL (Early Childhood Development/Wellness/Physical Activity focused) Policy drafted and passed by City Council.

**V. Period of Grant**

Grant funds are to be provided for the period January 1, 2021 to December 31, 2021 unless otherwise agreed upon in writing by the Hospital.

**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 510 (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
  - e. causing any private inurement or improper private benefit to occur.

B. Return of Funds. Grantee shall return to the Hospital any unexpended grant funds under the following conditions:

1. If the Hospital, 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. Funds provided by the Hospital shall be accounted for in the Grantee's books and records. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Hospital reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant.

D. Reports. Grantee shall make a written report to the Hospital by July 15, 2021 for the period 1/1/21 – 6/30/21 and January 15, 2022 for 7/1/21 – 12/31/21 for the full term of the grant reporting on status of the purchase and installation of the Early Childhood Play Equipment and Graphics at

Whittier Preschool, Walk In Freezer for CRCC, Wellness Banners in the Wellness District, and the implementation of Healthy Eating Active Living “Fit” status, progress and number of Early Childhood Development/Education Grants and healthy eating/physical activity opportunity grants (minimum of six), HEAL policies passed and number of residents impacted by involvement in the Move More Eat Healthy La Habra Campaign.

- 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 Hospital.
- 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 Hospital 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. No Agency. Grantee is solely responsible for all activities supported by the grant funds, and in 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.
- I. No Waivers. The failure of the Hospital to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- J. No Further Obligations by the Hospital. This grant is made with the understanding that the Hospital has no obligation to provide other or additional support or grants to the Grantee.
- K. Remedies. If the Hospital 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 Hospital may, in addition to other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement and the Hospital may demand return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately pay to the Collaborative. The Hospital may also avail itself of any other remedies available by law.

- L. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Hospital, 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 and 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 Hospital, its officers, directors, employees, or agents.
  
- M. 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 writing signed by both parties.
  
- N. Governing Law. This Agreement shall be governed by the laws of the State of California.

**VII. Acceptance of Agreement**

The Hospital 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 Hospital.

**Accepted on behalf of the City of La Habra by:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**Accepted on behalf of St. Jude Hospital by:**

  
 \_\_\_\_\_  
**Authorized Signature**

12/17/2020  
 \_\_\_\_\_  
**Date**

EUGENE GUTIERREZ

Printed Name

CFD

Title

Approved:

Barry Ross

Regional Director, Community Health Investment

12-14-2020

**Exhibit A**

**Grant Number 202107  
Budget**

<b>Budget Item</b>	<b>Amount</b>
Purchase of Early Childhood Play Equipment; City is responsible for installation and maintenance of equipment	\$50,000
Purchase of Walk In Freezer for CRCC; City is responsible for installation and maintenance expenses	\$13,000
Funding for Dr. Andres Bustamante for Early Childhood Development/Education/SEL consultation (total 6 days @ 8 hrs/day) Whittier Preschool Assessment & Recommendation Plan	\$6,000
Funding for grant writer consultant for Early Childhood Development/Education, healthy eating/nutrition and physical activity opportunities	\$15,000
Funding for Graphics design and implementation for Whittier Preschool playground (Incorporate staff, parent and student input in process of graphic design plan & implementation plan)	\$3,000
Roll over funding for purchase of Wellness Banners to identify La Habra Wellness District and promote health and wellness messages	(\$3,000)
<b>TOTAL EXPENSES</b>	<b>\$78,000</b>