

Providence St. Jude Hospital
Restricted Project Grant Agreement
La Habra City
Grant Number 202307

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. The 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. PSJMC will provide \$55,135 for the city to purchase outdoor equipment for use by adults and teens at Hillcrest Health and Wellness Center in a low-income neighborhood that currently lacks physical activity opportunities. The city shall be responsible for site preparation, installation and maintenance of the outdoor equipment.
2. The hospital will provide \$4,936 for the purchase of one outdoor hydration station to be installed by the City at Hillcrest Health and Wellness Center. Providing hydration stations will promote the consumption of water instead of sugar sweetened beverages by residents and the communities engaged in physical activities at the park.
3. Hospital will provide \$3,000 for the revitalization of the garden at San Miguel Park. City will be responsible for maintaining and running the garden alongside La Habra residents and community members.
4. Engage Hillcrest Health and Wellness and residents, staff, and students in low-income residents to provide significant input into the design of community garden.
5. The City will be responsible for entering data and grant progress reporting on the Providence WizeHive online platform upon instruction provided by PSJMC.
6. The City shall also oversee the implementation of the La Habra “Healthy Eating Active Living” “Fit” designation. The city shall pass a Safe Routes to Park/School policy to support the HEAL designation.

7. Support the Move More Eat Healthy La Habra Campaign by designating city staff and/or commissioners to work with the La Habra Collaborative and La Habra City School District to implement the MMEH plan.
8. La Habra will submit two Project Reports on the PSJMC WizeHive online platform. First report due 7/15/23 reporting on 1/1/23 -6/30/23 progress and the final report due 1/15/24 reporting on 7/1/23-12/31/23 progress to Hospital documenting the use of funds and Project progress.

IV. Amount of Grant

\$31,535.50 payable upon receipt of this executed Agreement. The second payment, \$31535.50 upon receiving the 7/15/23 progress report with acceptable progress. The final report 1/15/23 demonstrating adequate progress is documented including:

1. Purchase and installation date of outdoor fitness equipment for Hillcrest Health and Wellness Center
2. Progress and projected completion date of purchase and installation of hydration station at Hillcrest Health and Wellness Center
3. Progress and projected completion of the purchase and installation of two garden at the San Miguel Park revitalization
4. At least one HEAL Policy drafted and passed by City Council.

V. Period of Grant

Grant funds are to be provided for the period January 1, 2023, to December 31, 2023, 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 submit report to PSJMC WizeHive grant reporting online platform by July 15, 2023 for the period 1/1/23– 6/30/23 and January 15, 2024 for 7/1/23 – 12/31/23 for the full term of the grant reporting on status of the purchase and installation of fitness equipment at Hillcrest Health and Wellness Center, purchase and installation of the hydration station at the Hillcrest Health and Wellness Center and the purchase, installation and revitalization of community gardens at San Miguel Park.
- 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

Date

Printed Name

Title

Exhibit A

**Grant Number 202307
Budget**

Budget Item	Amount
Purchase outdoor equipment for use by adults and teens at Hillcrest Health and Wellness Center	\$55,135
Purchase of one outdoor hydration station to be installed by the City at Hillcrest Health and Wellness Center.	\$4,936
Purchase and installation of a community garden located at at San Miguel Park to revitalize the garden	\$3,000
TOTAL EXPENSES	\$63,071