

**St. Jude Hospital
Restricted Project Grant Agreement
With the City of Fullerton**

Grant Number 202008

This Restricted Project Grant Agreement (“Agreement”) upon execution by the City of Fullerton (“Grantee”) in the spaces provided for signature will evidence Grantee’s agreement with and commitment to Fullerton “Healthy Eating Active Living” Program 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

Prevent and reduce obesity by assisting the City of Fullerton 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 \$18,500 to hire consultant/staff to identify potential grant opportunities (\$10,000 for Class 2 Buffered Bicycle/Pedestrian Nutwood to State College Trail and \$8,500 for the trail between Highland and Independence Parks) that will enhance physical activity and nutrition education in low-income neighborhoods. The City agrees that the consultant/staff will write and submit a minimum of two grants.
2. SJMC will provide \$5,000 funding in scholarships for adults and children for participation in the Secret Pal and Fit Club memberships.
3. An interdepartmental City staff committee shall oversee the implementation of the Fullerton “Healthy Eating Active Living” resolution and the “Fit” designation. City to draft and pass one HEAL policy in the Land Use, Healthy Food Retail or Workplace Wellness to continue the strengthening of the “HEAL” implementation plan. City will work with MMEH Committee to draft, present and approve the recommended new HEAL policy strengthening the implementation of the Health Element of the General Plan.

4. SJMC will fund up to \$30,000 to implement Safe Routes to School (SRTS) strategies (i.e. crosswalk painting, signage) identified during SRTS walkability assessments at three Title 1 Fullerton School District Elementary School sites and City will match grant funding.
5. Partner with Fullerton Collaborative on the Move More Eat Healthy (MMEH) Fullerton Campaign by either designating city staff or commissioners to work with the collaborative and attend the MMEH Fullerton Committee meetings.
6. City of Fullerton will provide a Mid-Year and Final Project Report to Hospital documenting the use of funds and Project progress and will participate in the initiative evaluation that is being done by California State University Fullerton.

IV. Amount of Grant

\$26,750 payable upon receipt of this executed Agreement and the remaining amount after the mid-year report due July 15, 2020 is received and if adequate progress is documented.

V. Period of Grant

Grant funds are to be applied to expenses incurred for the period January 1, 2020 to December 31, 2020 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:

1. Expenditure of Grant Funds
 - a. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Return of Funds. Grantee shall return to the Hospital any unexpended grant funds under the following conditions:
 - a. If the Hospital, in its reasonable discretion, determines that the Grantee has not performed in Accordance with this Agreement; or
 - b. Any portion of the funding is not used for grant purposes.
3. 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.

4. Reports. Grantee shall make a written report to the Hospital by July 15, 2020, for the period 1/1/20-6/30/20 and by January 15, 2021 for the full term of the grant reporting on progress of submitting grants to increase physical activity and nutrition education opportunities and progress on implementation of the Fitness Scholarships for children and adults. Progress on SRTS assessments at three Title 1 FSD elementary school sites and implementation proposals, HEAL policy promotion, presentation and approval progress toward Healthy Eating Active Living “Fit” implementation and involvement in the Move More Eat Healthy Fullerton Campaign.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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 Hospital. The Hospital may also avail itself of any other remedies available by law.
12. 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.

13. 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.
14. 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 Fullerton by:

Hugo Curiel, Director of Parks and Recreation

Date

Accepted on behalf of St. Jude Hospital by:

Authorized Signature

Date

Printed Name

Title

Exhibit A

**Grant Number 202008
Budget**

Budget Item	Amount
Fitness Scholarships for children and adults with 50% City match (\$5,000) to increase opportunities for community physical activity memberships (Secret Pal and Fit Club)	\$5,000
Grant writing consultant to identify opportunities for increased physical activity and nutrition education in Fullerton	\$18,500
Safe Routes To School Assessment and up to \$30,000 to fund Implementation Strategies (i.e. crosswalk painting, signage) to improve walkability/bicycle usage at 3 Title 1 FSD school sites	\$30,000
TOTAL EXPENSES	\$53,500