

INVEST HEALTH FIELD BUILDING GRANT AGREEMENT

THIS GRANT AGREEMENT (this “**Agreement**”), made this 8th day of May, 2019, is by and between City of Riverside, a California city government agency with an address of 3900 Main Street, Riverside, CA 92522 (“**Grantee**”), and REINVESTMENT FUND, INC., a Pennsylvania non-profit corporation with an address of 1700 Market Street, 19th Floor, Philadelphia, PA 19103 (“**Grantor**”).

BACKGROUND

Reinvestment Fund will implement the Invest Health Field Building (“**IH FB**”) initiative in partnership with and funded by the Robert Wood Johnson Foundation (“**RWJF**”). A component of IH FB is the provision of site-specific support and peer learning opportunities with a group of up to ten Invest Health city teams. Following on the success of the initial Invest Health Initiative, participating city teams were invited to apply for a \$75,000 grant (\$30,000 for grant-related costs, including travel expenses for any planned convenings, and \$45,000 for dedicated staff).

Grantee is the fiscal agent for the IH FB team from Riverside (the “**Riverside Invest Health Team**”) for the IH FB grant (the “**Field Building Grant**”). Grantor has approved a grant to the **Riverside Invest Health Team**, payable to Grantee, in the amount of \$75,000 to be used to support participation of Riverside Invest Health Team in activities associated with the IH FB opportunity and for the compensation of dedicated staff. The Field Building Grant funds will be used to further Invest Health objectives:

1. Advance practices that position and align community investment systems to increase capital flows to investments with high equity impact investments.
2. Take steps to develop a pipeline of catalytic, financeable built environment projects focused on increasing equity.

The Field Building Grant is made in anticipation of the **Riverside Invest Health Team** participating in all aspects of the Field Building Grant activities. If the **Riverside Invest Health Team** named is not able to so participate, as determined by Grantor, the Grantee may be required to return a portion of the Field Building Grant funds.

Grantor wishes to make the Field Building Grant to Grantee, and Grantee wishes to accept the Field Building Grant from Grantor. Therefore, in consideration of the above premises, in return for the mutual promises made in this Agreement, and for other good, valuable, and sufficient consideration which both parties acknowledge receiving, and intending to be legally bound, Grantee and Grantor agree as follows:

AGREEMENT

1. Incorporation. The introductory and background provisions above and their definitions are incorporated into this Agreement.

2. Disbursement. Grantor will disburse the proceeds of the Field Building Grant to Grantee in one payment for use by Grantee in paying for costs associated with the Field Building Grant and for dedicated staff support. The Field Building Grant Disbursement (the “**Grant Disbursement**”) is subject to the following terms and conditions:

a. The Grant Disbursement, in the amount of **\$75,000**, will be made upon receipt of the signed Agreement;

b. Eligibility for the Field Building Grant funds is contingent on the ongoing participation of the **Riverside** Invest Health Team representatives in all aspects of the Field Building Grant program and submission of a grant budget following the design retreat, which will be appended to this Agreement; and

c. All Field Building Grant funds must be expended by June 30, 2020. Any Grant funds not expended on July 1, 2020 must be returned to Grantor.

3. Grantee’s Representations and Warranties

a. As of the date of this Agreement, Grantee represents and warrants to Grantor that, to the best knowledge and belief of Grantee:

i. Grantee is a duly-organized city government agency in good standing with the State;

ii. Grantee is in material compliance with all applicable federal, state and local laws and regulations; and

iii. The execution and delivery of this Agreement by Grantee does not violate any provision of Grantee’s constituent documents, or the provision of any contract to which Grantee is a party or by which Grantee is bound.

4. Grantee’s Covenants. Grantee covenants and agrees with Grantor as follows. Grantee will:

a. Receive the Grant Disbursement in trust, to be used solely to pay for the costs of the Field Building Grant activities (including travel to convenings) and dedicated staff;

b. Submit a final written report on July 31, 2020 detailing how the Field Building Grant funds were expended and how they benefitted the teams’ participation in the Field Building Grant opportunity;

c. Keep accurate and complete records of, and substantiating documentation (e.g., bills, invoices, cancelled checks, receipts) for all uses of the proceeds of the Field Building Grant for a period of two years after submission to Grantor of the final report;

d. Upon Grantor’s written request, produce any such records and substantiating documents related to the Field Building Grant funds;

e. Upon Grantor's written request, permit Grantor or its authorized representative to have access to Grantee's books and records during regular business hours, at a time mutually agreeable to both parties, to audit or otherwise review Grantee's use of the Field Building Grant funds, and Grantee will cooperate with Grantor in any such audit or review; and

f. Permit Grantor and/or RWJF, from time to time, and not at Grantee's expense, to use details about and photographs of the Riverside city team in an effort to publicize the IH FB initiative;

5. Non-performance by Grantee or **Riverside Invest Health Team**. Grantee agrees that:

a. Grantor may terminate this Agreement, and require the refund within twenty calendar days of any remaining Field Building Grant funds, if **Riverside Invest Health Team** does not demonstrate good faith commitment to the objectives of the Field Building Grant program;

b. Grantor may terminate this Agreement, and require refund of remaining Field Building Grant funds, if Grantee fails to cure any other breach of this Agreement within twenty calendar days after written notice thereof from Grantor.

6. Notices. Written notice required under this Agreement may be made by email to jjong@riversideca.gov, in the case of Grantee, or to info@investhealth.org (cc' laura.barron@reinvestment.com), in the case of Grantor.

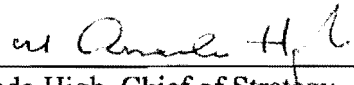
IN WITNESS WHEREOF, Grantee and Grantor have caused this Agreement to be executed and delivered by their duly authorized officers.

City of Riverside
a California government agency

By: _____
Al Zelinka, City Manager


Date: May 8, 2019

REINVESTMENT FUND, INC.
a Pennsylvania non-profit corporation

By: 
Amanda High, Chief of Strategy

Date: 4/25/19

Approved as to Form:

By: 
Lauren M. Sanchez
Deputy City Attorney