

RESOLUTION NO. 2014-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK TO

1) ACCEPT GRANT FUNDS FROM THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) IN THE AMOUNT OF \$70,845; 2) AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NRPA FOR PURCHASE OF AN EIGHT (8) PASSENGER VAN FOR THE SENIOR CENTER AND FOR THE PURCHASE AND INSTALLATION OF TOT LOT PLAY QUIPMENT FOR EAGLE PARK; AND 3) AUTHORIZE AN INCREASE IN BUDGET APPROPRIATIONS TO PURCHASE GRANT FUNDED ITEMS

WHEREAS, the City has an opportunity to receive grant funding through the National Recreation and Parks Association, (NRPA) whose primary objective is to support the development of parks and recreation throughout the country; and

WHEREAS, the Federated Indians of Graton Rancheria (Tribe) is interested in funding NRPA grants in communities to enhance parks and recreation; and

WHEREAS, the Tribe has selected the City of Rohnert Park as a recipient of said grant; and

WHEREAS, staff has determined that an existing Senior Center van has reached the end of its service life and is in need of replacement; and

WHEREAS, the play equipment at Eagle Park is in need of replacement; and

WHEREAS, the Senior Center van supports vital services provided to senior members of the community and the Eagle Park playground supports the development of parks and recreation throughout Rohnert Park for the benefit of a broad spectrum of our community; and

WHEREAS, the NPRA has prepared a Memorandum of Understanding outlining terms for receiving and expending grant funds; and

WHEREAS, the City is willing to comply with the terms of the Memorandum of Understanding for receiving and expending the grant funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby accept the NRPA grant funds in the amount of \$70,845 and directs staff to use said funds to purchase the items per the terms and conditions of the Memorandum of Understanding, which is attached hereto as **Exhibit A** and incorporated herein by reference, and further authorizes the Director of Finance, or his/her designee, to increase revenue in the Senior Center and Parks operating budgets and appropriations in the amount of \$40,845 in account 4001-400-9610, and \$30,000 5501-400-9610; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Memorandum of Understanding and is directed to take all actions as may be necessary to effectuate the completion of the terms of the Memorandum of Understanding on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 9th day of December, 2014.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk



BELFORTE: AYE MACKENZIE: Aye STAFFORD: Aye AHANOTU: Aye CALLINAN: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated December 9, 2014 (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Rohnert Park**, a provider of park, recreation, or community services in Rohnert Park, California (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Seventy Thousand Eight Hundred Forty Five Dollars (\$70,845) made available to Grantee for the implementation of the agreed upon public park and recreation improvements (Project).

Made possible through the support of Graton Resort & Casino in collaboration with EcoMedia, NRPA is managing the administration of this Grant Program (Program). Grants made through this Program are restricted to the:

- Purchase of a new eight (8) passenger van to transport seniors to/from the senior center and other sites within the city, including public buildings, parks, medical facilities, and recreational opportunities in and around the city
- Installation of a new playground at a public park or community center in order to provide increased physical activity and recreation opportunities for children

Having been selected as a recipient of funding through this Program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Project Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of Seventy Thousand Eight Hundred Forty Five Dollars (\$70,845)
- B. Funds will be distributed by NRPA
- C. No matching funds are required

3. Grantee Requirements

Grantee will:

- A. Purchase and equip as necessary a new eight (8) passenger van for transporting seniors, including the placement of a decal recognizing donation by Graton Resort & Casino
- B. Put into service the eight (8) passenger van within 60 days of execution of this MOU
- C. Install a new playground on public property, including placement of sign, plaque, or similar recognizing donation by Graton Resort & Casino. Playground design and location must be approved in advance by NRPA
- D. Open the playground for use by March 1, 2015
- E. Host a site visit(s) by NRPA, Graton Resort & Casino, and/or EcoMedia, if requested
- F. Incorporate into the Project donor recognition, to be mutually agreed upon in advance with NRPA
- G. Promote receipt of grant and success of Project through press release and celebratory event in collaboration with Graton Resort & Casino and EcoMedia
- H. Submit a financial summary of how the grant funds were utilized upon completion of the Project

4. Promotion

EcoMedia and Graton Resort & Casino shall have the right to advertise, publicize and promote the support for the Project in any and all media, now known or hereafter invented, throughout the world in perpetuity. Grantee shall

permit EcoMedia and Graton Resort & Casino representatives to attend any and all promotional events (e.g., press announcements, ground-breaking and ribbon-cutting ceremonies, fund-raising events and parties, etc.) relating to the Project. EcoMedia and Graton Resort & Casino shall also have the right to issue one or more press releases regarding the support for the Project. Grantee shall provide NRPA for review any statement or message related to Project in advance of its release to the public.

5. Limits of Liability

Neither NRPA, nor EcoMedia or Graton Resort & Casino, or any of their respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

6. Term

The term of this MOU will commence on the Effective Date and shall continue until June 1, 2015.

7. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

In the event this MOU is terminated due to Grantee's failure to perform, the Grantee shall repay to NRPA any portion of the grant provided for the Project not already spent as of the effective date of such termination.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth.

NATIONAL RECREATION AND PARK ASSOCIATION

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF ROHNERT PARK

By: _____
Printed Name: _____
Title: _____
Date: _____