

## **RESOLUTION NO. 2016-002**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK ACCEPTING AND APPROPRIATING GRANT FUNDS FROM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) FOR GRANT FUNDS TOTALING \$38,000 FOR PURCHASE AND INSTALLATION OF PAR COURSE/FITNESS TRAIL AND FINDING SUCH ACTION EXEMPT FROM CEQA**

**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 a par course/fitness trail is an unmet need in the community; and

**WHEREAS**, outdoor fitness opportunities are part of the Community Services charge; and

**WHEREAS**, increase fitness opportunities in a community helps support physical and emotional health and well-being; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park as follows:

1. That the above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Rohnert Park. In making its findings the Council relied upon and incorporates by reference the staff report and other materials and evidence presented.
2. That it does hereby accept the NRPA grant funds in the amount of \$38,00 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.
3. That it further authorizes the Director of Finance, or his/her designee, to increase appropriations in the amount of \$38,000 in account 4001-400-9610.
4. That the City Manager is hereby authorized to execute the Memorandum of Understanding, subject to minor modification by the City Manager or City Attorney, 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.
5. That the acceptance of the Grant and approval of the MOU are exempt from the requirements of CEQA pursuant to Section 15301 and 15302 of the State CEQA Guidelines because it involves the improvement and maintenance of an existing city park with no expansion of the existing use.

**DULY AND REGULARLY ADOPTED** this 12th day of January, 2016.

**CITY OF ROHNERT PARK**

  
\_\_\_\_\_  
Gina Belforte, Mayor

**ATTEST:**

  
\_\_\_\_\_  
JoAnne M. Buergler, City Clerk

Attachment: Exhibit A

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



# National Recreation and Park Association

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated January 12, 2016 (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 Thirty Eight Thousand Dollars (**\$38,000**) 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:

- Installation of a new par course / fitness trail at a public park or community center in order to provide increased physical activity and recreation opportunities for the community

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 Thirty Eight Thousand Dollars (**\$38,000**)
- B. Funds will be distributed by NRPA
- C. No matching funds are required

### 3. Grantee Requirements

Grantee will:

- A. Install a new par course on public property, including placement of sign, plaque, or similar recognizing donation by Graton Resort & Casino. Location and design must be approved in advance by NRPA
- B. Open the par course / fitness trail for use by May 1, 2016
- C. Host a site visit(s) by NRPA, Graton Resort & Casino, and/or EcoMedia, if requested
- D. Incorporate into the Project donor recognition, to be mutually agreed upon in advance with NRPA
- E. Promote receipt of grant and success of Project through press release and celebratory event in collaboration with Graton Resort & Casino and EcoMedia
- F. Submit a financial summary of how the grant funds were utilized upon completion of the Project by June 1, 2016

### 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.



# National Recreation and Park Association

## 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, 2016.

## 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**

**CITY OF ROHNERT PARK**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_