

Meeting Date: 8/13/2013

Report Type: Consent

Report ID: 2013-00620

Title: Grant: Coca-Cola Troops For Fitness Grant Program Funding

Location: Citywide

Issue: The Department of Parks and Recreation is seeking approval to accept grant funding from Coca-Cola, sub-granted through the National Recreation and Park Association, in the amount of \$192,500 through the Coca-Cola Troops for Fitness program. These funds will be used to hire, employ, or otherwise provide compensation for services rendered to a minimum of 14 military veterans to instruct/lead fitness and nutrition programs/activities over a three-year period.

Recommendation: Pass a Resolution 1) authorizing the City Manager or his designee to accept \$192,500 in grant funding from the National Recreation and Park Association to administer the Coca-Cola Troops for Fitness program; 2) authorizing the City Manager, or his designee, to establish operating grants for the Coca-Cola Troops for Fitness Program grant; 3) authorizing the City Manager or his designee to establish grant revenue and expenditure budgets to implement the \$192,500 grant; and 4) authorizing the City Manager or his designee to approve all other paperwork to implement the Coca-Cola Troops for Fitness grant and to assure adherence to all grant regulations.

Contact: Teresa Jackson, General Recreation Supervisor, (916) 808-3818; Vincene Jones, Neighborhood Services Manager, (916) 808-5072, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Neighborhood Services

Dept ID: 19001511

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Coca Cola MOU

City Attorney Review

Approved as to Form
Gerald Hicks
8/5/2013 9:19:16 AM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 8/1/2013 12:42:56 PM

Description Analysis:

Policy Considerations: Acceptance of the grant funding is consistent with City Council action relative to state and federal grant awards. These grant funds will allow the City of Sacramento and the region to benefit by helping to inspire healthier, active lifestyles among the public, while also offering employment opportunities for our nation's veterans.

Environmental Considerations: Under the California Environmental Quality Act (CEQA) guidelines section 15378, continuing administrative activities do not constitute a project and are therefore exempt from review.

Sustainability: There are no sustainability considerations applicable to the acceptance of the Coca-Cola Troops for Fitness grant.

Commission/Committee Action: None.

Rationale for Recommendation: These grant funds will allow the City of Sacramento and the region to benefit by creating opportunities for nutrition education and physical activity program expansion, while also providing employment opportunities for our nation's veterans.

Financial Considerations: There is no obligation on the part of the City for matching funds under the Coca-Cola Troops for Fitness grant and there is no impact to the General Fund. The total grant award is \$192,500.

Emerging Small Business Development (ESBD): Purchases of supplies and equipment will be made in accordance with the City's Emerging and Small Business Development program requirements.

Background

The Coca-Cola Foundation allocated funding to National Recreation and Park Association (NRPA) through the Troops for Fitness program grant. Troops For Fitness grants are creating opportunities for nutrition education and physical activity program expansion, while also providing employment opportunities for our nation's veterans.

In 2013, the communities participating in Troops For Fitness through NRPA include:

- Atlanta, GA
- Miami-Dade County, FL
- Newark, NJ

RESOLUTION NO. 2013-

Adopted by the Sacramento City Council

August 13, 2013

ACCEPTANCE OF COCA-COLA TROOPS FOR FITNESS GRANT

BACKGROUND

- A. The Department of Parks and Recreation has been awarded a grant from the National Recreation and Park Association in the amount of \$192,500 for the Coca-Cola Troops for Fitness Program, which is funded by the Coca-Cola Foundation.
- B. These grant funds will allow the City of Sacramento to contract with 14 military veterans to serve as instructors for City fitness and nutrition programs, thereby helping to inspire healthier, active lifestyles among the public while also offering employment opportunities for our nation's veterans.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Council ratifies the execution of the Memorandum of Understanding (MOU) with the National Recreation and Park Association, dated June 21, 2012, for the Coca-Cola Troops for Fitness Program to accept a grant in the amount of \$192,500.
- Section 2. The City Manager, or his designee, is hereby authorized to establish and implement the Coca-Cola Troops for Fitness Program by contracting with 14 military veterans to serve as City fitness instructors.
- Section 3. The City Manager, or his designee, is hereby authorized to establish the grant revenue and expenditure budgets to implement the \$192,500 Coca-Cola Troops for Fitness Program.
- Section 4. The City Manager, or his designee, is authorized to take all other actions to implement the Coca-Cola Troops for Fitness Program in accordance with the terms of the MOU.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated June 21, 2013 (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 Sacramento/Neighborhood Services Division**, a provider of park, recreation, or community services in Sacramento, California (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of One-Hundred Ninety Two Thousand Five Hundred Dollars (\$192,500) made available to qualifying organizations for the implementation of fitness and nutrition activities and the hiring of veterans to instruct such activities in alignment with the **Coca-Cola Troops For Fitness** program.

In collaboration with The Coca-Cola Foundation, NRPA is managing the administration of grants to expand the Coca-Cola Troops For Fitness program. 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. Upon signing of this MOU, NRPA will send Grantee a check in the amount of One-Hundred Forty Five Thousand Dollars (\$145,000) for funding of Coca-Cola Troops For Fitness activities through July 31, 2014 (Grant Year 1).
- B. Upon satisfactory performance and upon the one-year anniversary of this MOU, NRPA will send Grantee a check in the amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500) for funding of Coca-Cola Troops For Fitness activities between July 31, 2014 and July 31, 2015 (Grant Year 2).
- C. Coca-Cola Troops For Fitness activities between July 31, 2015 and July 31, 2016 (Grant Year 3) will not receive additional funding by The Coca-Cola Foundation or NRPA.
- D. Funds will be distributed by NRPA. No matching funds are required. Signing of this MOU is required within ten (10) days of the issue date above or the funds may be withheld.

3. Grantee Requirements

Grantee will:

- A. Hire, employ, or otherwise provide compensation for services rendered to a minimum of **fourteen (14)** military veterans to instruct/lead fitness and nutrition programs/activities during the term of this MOU
- B. Engage a minimum of **three-thousand two hundred fifty (3,250)** participants in Coca-Cola Troops For Fitness aligned programs and/or activities during the term of this MOU
- C. Submit reports to NRPA as requested, including reports due July 1, 2014, July 1, 2015, and July 1, 2016. Each report must include:
 - A detailed summary of the program and an overview of program progress
 - Number of veterans hired as a result of this grant
 - Number of new participants as a result of this grant
 - Number of new offerings (programs, activities, etc.) as a result of this grant
 - A financial summary of how the grant funds were utilized
- D. Host site visit(s) by NRPA and/or The Coca-Cola Foundation
- E. Host and support the execution of a press event to acknowledge this grant in conjunction with The Coca-Cola Foundation and NRPA
- F. Allow for the distribution of The Coca-Cola Foundation sponsored and/or third-party health education materials
- G. Promote receipt of grant and success of funded programs through press release and ongoing social media
- H. Develop a plan to continue community engagement in the programs and activities originating from this grant after grant funding has ended

4. Promotion

NRPA and The Coca-Cola Foundation may use the Grantee and/or park names, photos, and/or information in connection with the program for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

5. Limits of Liability

Neither NRPA, nor The Coca-Cola Foundation or any of its 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 program hereunder.

6. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until July 31, 2016

8. 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.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

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

**NATIONAL RECREATION AND
PARK ASSOCIATION**

By:

Printed Name:

Title:

Date:

Rebecca Wickline
Rebecca Wickline
VP, development
7-15-13

**CITY OF SACRAMENTO/
NEIGHBORHOOD SERVICES DIVISION**

By:

Printed Name:

Title:

Date:

Vincene Rogers-Jones
Vincene Rogers-Jones
Division Manager
July 7/2/2013