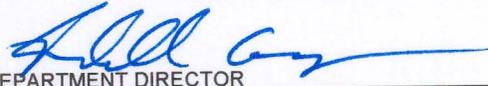


AGENDA ITEM NO.	1 F
COUNCIL MEETING	8/26/08
APPROVED BY	
	
DEPARTMENT DIRECTOR	
	
CITY MANAGER	

August 26, 2008

FROM: RANDALL L. COOPER, Director
Parks, After School, Recreation and Community Services Department

BY: JERRY HAYNES, Assistant Director
IRMA YEPEZ-PEREZ, Grant Writer
Parks, After School, Recreation and Community Services Department

SUBJECT: AUTHORIZE ACCEPTANCE OF A \$200,000 GRANT FROM THE STEWARDSHIP COUNCIL FOR THE CONSTRUCTION OF PARK AMENITIES AT THE UNIVERSALLY ACCESSIBLE PARK

KEY RESULT AREA: One Fresno

RECOMMENDATIONS

Staff recommends that the City Council (1) approve acceptance of a \$200,000 grant from the Pacific Forest and Watershed Lands Stewardship Council (Stewardship Council) for the construction of park amenities at the Universally Accessible Park; and (2) authorize the Parks, After School, Recreation and Community Services Director, or his designated representative, as agent of the City of Fresno to execute and submit all documents, including but not limited to, agreements, and amendments which may be necessary to carry out the purpose specified in the agreement and the project described therein, all subject to prior approval as to form by the City Attorney's Office.

EXECUTIVE SUMMARY

The Parks, After School, Recreation and Community Services Department (PARCS) was successfully awarded a grant in the amount of \$200,000 from the Stewardship Council for the construction of a rubberized multi-purpose sports field, wheelchair accessible basketball court and skateboard court at the Universally Accessible Park at Polk and Gettysburg. Approval of a designated representative from PARCS is necessary for acceptance of this grant. The grant funds have been included in the FY 2009 PARCS capital budget.

KEY OBJECTIVE BALANCE

The agreement addresses the two Key Objectives of Customer Satisfaction and prudent Financial Management.

First, Customer Satisfaction is enhanced by improving access to play areas for disabled and non-disabled residents. Second, Financial Management will be enhanced by receiving a grant that will reduce the City's encumbrance for the project.

BACKGROUND

Presented to City Council
Date: 8/26/08
Disposition: Rec. approved

* SUBJECT TO MAYOR'S VETO

REPORT TO THE CITY COUNCIL

Park Amenities Grant from Stewardship Council

August 26, 2008

Page 2

The Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation, also referred to as "Stewardship Council," invests in community-based park and environmental education efforts to connect underserved youth with the outdoors. On November 28, 2007, the Stewardship Council awarded a grant of \$200,000 to the City of Fresno PARCS Department for the Universally Accessible Park at Polk and Gettysburg.

Funds will be used to construct park amenities, which include a rubberized multi-purpose sports field, wheelchair accessible basketball court, and a skateboard court. The amenities will be fully accessible in compliance with the Americans with Disabilities Act (ADA), and meet design standards approved by Miracle League to address the needs of the physically and mentally challenged.

The City Attorney's Office and Risk Management have reviewed the grant agreement.

FISCAL IMPACT

Acceptance of this grant will have no impact to the General Fund.

Attachment: Stewardship Council Grant Agreement

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8/12/08



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8/26/08

August 1, 2008

Randall L. Cooper
City of Fresno
PARCS Department
2326 Fresno Street, Room 101
Fresno, CA 93721-1824

Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council"), has decided to accept the grant proposal ("Proposal") submitted by the City of Fresno Parks, After School Recreation and Community Services (PARCS) Department ("Grantee"), for an award in the amount of \$200,000 (the "Grant"). This letter agreement ("Letter Agreement") sets forth the terms and conditions of the Grant.

1. The Stewardship Council hereby grants to Grantee Two Hundred Thousand Dollars (\$200,000) (the "Grant Funds") payable in installments as shown in Exhibit A attached hereto and subject to requirements listed in paragraphs 7 and 8 below.
2. No part of the Grant Funds may be used to attempt to influence legislation, carry on propaganda or otherwise carry out lobbying activities within the meaning of Section 4945(e) of the Internal Revenue Code.
3. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.
4. No part of the Grant Funds may be used for purposes other than charitable, scientific, literary, or educational purposes.
5. Specifically, the Grant Funds shall be used only for the Universally Accessible Park @ Polk/Gettysburg Project, as described in Exhibit A attached hereto, and for no other purpose without the prior written consent of the Stewardship Council. Any part of the Grant Funds not so used must be returned promptly to the Stewardship Council. The Stewardship Council reserves the right to discontinue or modify payments or require total or partial refund of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Letter Agreement.
6. Grantee hereby represents that all information provided by Grantee in the Proposal and any other submissions to the Stewardship Council is true and accurate in all material respects. If any of the information changes in any material respect before the



Grantee's use of all Grant Funds, Grantee shall promptly provide a written update of such information to the Stewardship Council.

7. Grantee Agrees to furnish the Stewardship Council an interim status report prior to each installment payment of Grant Funds to Grantee. Said interim status report will include an update on the manner in which the Grant Funds are spent and the progress made in accomplishing the purposes of the grant. Upon receipt and approval of the interim status report, the Stewardship Council will release additional funds in accordance with the disbursement schedule specified in Exhibit A. It is understood and agreed that if the milestones set forth in Exhibit A for release of Grant Funds are not achieved in a timely manner, or in any event no later than June 30, 2009, the Stewardship Council may in its sole discretion cancel further disbursements or/and require a total or partial refund of Grant Funds.

8. Upon completion of use of the Grant Funds, but no later than June 30, 2009, Grantee will make a final report to the Stewardship Council detailing all expenditures made from Grant Funds and indicating the progress made toward the goals of the Grant.

9. The Stewardship Council shall have the right to inspect the books, records and physical properties of Grantee and evaluate Grantee's use of Grant Funds, so long as (i) such inspection or evaluation occurs during regular business hours; (ii) such inspection or evaluation does not unreasonably interfere with Grantee's regular operations; and (iii) the Stewardship Council provides at least three (3) days prior notice of any such inspection or evaluation. Grantee agrees to cooperate with and provide information to the Stewardship Council in connection with any inspection or evaluation conducted pursuant to this Letter Agreement.

10. Grantee will indicate the Grant Funds separately on its books of account, charge expenditures made in furtherance of the Grant purposes against the Grant Funds, and keep records adequate to enable the use of the Grant Funds to be checked readily.

11. Grantee will keep these records, along with copies of the reports submitted to the Stewardship Council, for at least four years, and make the records available to the Stewardship Council at reasonable times.

12. The Stewardship Council's obligations under this Letter Agreement shall not exceed the grant amount in paragraph 1 above.

13. This Letter Agreement shall commence on the later of (i) the date of full execution by the parties, and (ii) the date the Grant Funds are delivered to the Grantee. This Letter Agreement shall terminate upon Grantee's use of all of the Grant Funds as



contemplated by this Letter Agreement, or upon the return of any unused Grant Funds, provided, however, that the provisions in paragraph 11 shall survive for four years after termination and the provisions of paragraph 20 shall survive the termination of this Letter Agreement indefinitely.

14. Grantee will not schedule or engage in any public announcement or press release regarding the grant, this Letter Agreement or its relationship with the Stewardship Council without the prior written approval of the Stewardship Council.

15. Grantee agrees to maintain insurance policies consistent with industry standards for organizations of its size and operations. Grantee agrees to execute, implement and maintain an appropriate memorandum of understanding, plan, arrangement or other agreement relating to risk management with each of Grantee's partnership organizations.

16. Nothing in this Letter Agreement shall be construed as creating a partnership, joint venture, or agency relationship between Grantee and the Stewardship Council.

17. Grantee shall conduct all of its activities under this Letter Agreement and otherwise in accordance with all applicable laws and regulations.

18. Grantee agrees that in conducting its activities under this Letter Agreement, including Grantee's use of the Grant Funds, Grantee shall not knowingly discriminate on the basis of race, color, religion, gender, national origin, age, medical condition, veteran status, marital status, disability, ancestry, sexual orientation, or any other characteristic protected by law, except to serve historically disadvantaged groups.

19. Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

20. Grantee shall and does hereby indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Stewardship Council may



incur or suffer and that result from, or are related to, the award of the Grant to or use of the Grant Funds by Grantee.

21. All written communications sent by the parties may be by email, US. mail, overnight courier, or by fax, and shall be addressed as follows:

To Grantee: 2326 Fresno Street, Room 101
Fresno, CA 93721-1824
Fax: (559) 498-1588
Email: Irma.Yepez-Perez@fresno.gov
Attention: Irma Yepez-Perez, Grant Writer

To Stewardship Council: 15 North Ellsworth Avenue
San Mateo, CA 94401
Fax: (650) 344-9072
Email: youthgrants@stewardshipcouncil.org
Attention: Steve Hagler

22. The benefits to be provided under this Letter Agreement are personal in character, and may not be assigned or transferred by Grantee unless first approved by the Stewardship Council in writing. Subject to the foregoing restriction on assignments and transfers, this Letter Agreement shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns.

23. This Letter Agreement may not be amended or modified except by written instrument, signed by Grantee and the Stewardship Council. This Letter Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

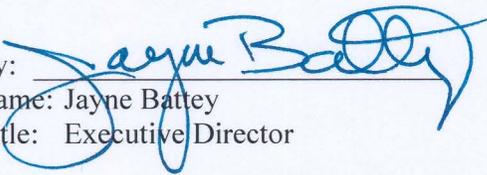
24. This Letter Agreement shall be governed by the laws of the State of California without regard to California conflict of laws principles.



25. This Letter Agreement may be executed in counterparts which together shall constitute a single agreement. Facsimile signatures shall have the force and effect of original signatures.

Sincerely,

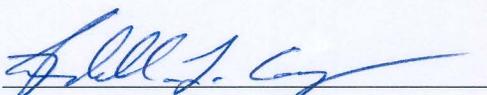
**PACIFIC FOREST AND WATERSHED LANDS
STEWARDSHIP COUNCIL,**
a California nonprofit public benefit corporation

By: 
Name: Jayne Battey
Title: Executive Director
Date: 9-18-08



Accepted and Agreed to by:

CITY OF FRESNO

By: 
Name: Randall L. Cooper
Title: Parks, After School, Recreation
and Community Services Director
Date: August 26, 2008

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
ASSISTANT
DEPUTY

Exhibit A

The Stewardship Council funds will be used for the Universally Accessible Park @ Polk/Gettysburg Project to build amenities which include a rubberized multi-purpose sports field, wheelchair accessible basketball court and skateboard court. Other amenities at this park include a walking/jogging path, water splash play area, three age-appropriate (shaded) play structures, community building, two picnic pavilions, scattered picnic tables with barbeques, and ample parking. The universally accessible design will change the Fresno landscape to make it possible for all citizens, disabled or able-bodied, to recreate together at one location.

UNIVERSALLY ACCESSIBLE PARK PROJECT TIMELINE

Task	Dates
Sign Contracts	07/30/08 - 08/07/08
Plans	10/20/08 – 12/30/08
Bid Project	1/7/09 – 2/25/09
Award Project	1/29/09 – 2/25/09
Construction	2/26/09 – 8/27/09
End Construction	8/27/09
Project Close-Out	09/30/09

GRANT DISBURSEMENT SCHEDULE

Status Report to Include:	Amount	Estimated Date
Grantee's notice that Contract has been awarded	\$50,000	1/9/09
Grantee's certification that construction has commenced	\$100,000	4/1/09
Copy of City Engineer's Inspection Report	\$50,000	6/30/09

ENTERED 