

Introduced by _____ Council Bill No. R 142-12

A RESOLUTION

authorizing an agreement with Partnership for a Healthier America, Inc. as it relates to a grant application for a "Play Streets Program" through the Department of Parks and Recreation.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Partnership for a Healthier America, Inc. as it relates to a grant application for a "Play Streets Program" through the Department of Parks and Recreation. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT**Between****PARTNERSHIP FOR A HEALTHIER AMERICA INC.****And****CITY OF COLUMBIA, MISSOURI**

This Agreement is entered into by PARTNERSHIP FOR A HEALTHIER AMERICA, INC. ("PHA"), a nonprofit charitable organization organized under the laws of the State of Delaware, located at 2001 L St. NW, Suite 750, Washington, D.C. 20036, and City of Columbia ("CITY"), located within the State of Missouri, with principal City offices located at 701 E. Broadway, Columbia MO 65205

On July 18, 2012, PHA issued a Request for Proposal ("RFP") to cities and towns across the United States, inviting them to apply for funds to support local Play Streets programs. This RFP is hereby incorporated by reference into this Agreement. On August 29, 2012 City submitted its proposal ("Proposal"), which is also incorporated by reference herein.

By signature on this Agreement, PHA signifies that City's Proposal has been selected and City will receive fifty thousand dollars (\$50,000), as set forth in the RFP, to support its Play Streets program.

By submitting the Proposal and by signature on this Agreement, City agrees that, if selected by PHA to receive funds to support its Play Streets program, it will meet the requirements set forth in the RFP and execute the program as set forth in the Proposal. In addition, City agrees to the following provisions:

- Insurance. City shall maintain, at its own cost and expense, a program of insurance for general liability within the limits established by the state in which it resides throughout the performance of this Agreement. Documentation regarding such liability insurance shall be provided to PHA upon request. City agrees to notify PHA of any changes in coverage of such insurance and will provide PHA with written notice of cancellation thirty (30) days prior to the effective date of such cancellation.
- Indemnification. City agrees to indemnify, defend, and hold harmless PHA, and its directors, officers, employees, volunteers, agents, and sponsors, from and against any and all liabilities, demands, claims, actions, or causes of action, assessments, judgments, losses, costs, damages or expenses, including reasonable attorneys' fees, sustained or incurred resulting from or arising out of the Play Streets program and events and activities funded by PHA's financial award. The obligations set forth in this section shall survive termination of the Agreement.

- Use of Name and Marks. Any use, or authorization of use, by City of PHA's name, logos, trademarks, or service marks in marketing or other materials must first be approved in writing by PHA.
- Default. Should City fail to meet the requirements set forth in this Agreement, PHA shall be entitled to a return of all funds or to reduce or withhold future payments.
- Entire Understanding. This Agreement supersedes any and all prior understandings and agreements, oral or written, and all amendments to and modifications of this Agreement must be in writing and signed by an authorized representative of each party.
- Waiver. A waiver of any breach of any provision of this Agreement shall not be deemed a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
- Severability. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement.
- Governing Law. The Agreement shall be governed by, interpreted, and construed in accordance with the laws of the District of Columbia.
- Representations and Warranties. City warrants that: (i) it is duly authorized and existing under the laws of its jurisdiction and is in good standing under the applicable laws of such jurisdiction; (ii) it has the authority and power to enter into this Agreement; (iii) the person executing this Agreement on behalf of the City fully authorized to do so; and (iv) there are no legal restrictions or bars to City entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the last date and year written below.

**FOR CITY OF COLUMBIA,
MISSOURI**

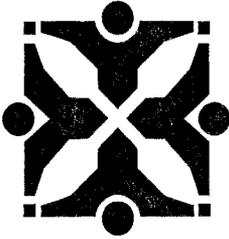
**FOR PARTNERSHIP FOR
A HEALTHIER AMERICA, INC:**

Mike Matthes, City Manager

Lawrence A. Soler, President & CEO

Date

Date



Source: Parks and Recreation

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Sep 4, 2012

Re: Partners For A Healthier America Grant Application

EXECUTIVE SUMMARY:

The Department of Parks and Recreation is requesting the City Council approve a resolution authorizing the Department of Parks and Recreation to submit a grant application to Partnership For a Healthier America Inc. (PHA) for a "Play Streets Program" grant in the amount of \$50,000. The application process also requires that the City submit a preliminary grant agreement form (copy attached) signed by the City Manager. If the grant application is approved, the preliminary agreement form is signed by PHA and becomes the formal grant contract with the City. This resolution authorizes the City Manager to sign the preliminary grant agreement form on behalf of the City.

The goal of this grant is to provide additional recreation activities in lower income areas of the City which encourage physical activity/exercise and promote healthier life styles.

DISCUSSION:

The Partnership for A Healthier America Inc. is currently accepting applications for their "Play Street Program." This program will award 10 demonstration grants in the amount of \$50,000 each throughout the country. Grant recipients will be expected to plan and hold a minimum of four street focused recreation events in selected neighborhoods of the City. Short sections of neighborhood streets would be temporarily closed to vehicular traffic and converted to a wide variety of recreation events, games, music, and other activities. Such street recreation fairs have proven popular in numerous cities through the Country.

If the grant is received, the Parks and Recreation will partner with numerous other local organizations to help plan and host the new events. Events would likely be scheduled for Sunday afternoons.

FISCAL IMPACT:

If the grant application is approved, staff will bring back an ordinance to Council appropriating the actual funds received through the grant. The grant application does not require any local match, but it is anticipated that the Parks and Recreation Department would contribute a substantial amount of in-kind services including staff time and equipment to the project.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

If this grant is approved, it will assist in meeting vision goal 12.2 which states that Columbia's recreational needs and desires will be met through effective public and private partnerships that provide outstanding, exciting, and diverse recreational facilities and programs.

SUGGESTED COUNCIL ACTIONS:

Approve the resolution authorizing the Parks and Recreation Department to submit the grant application and the City Manager to sign the preliminary grant agreement form.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	Yes	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$50,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	