

13- R -3382

(Do Not Write Above This Line)

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

A RESOLUTION BY

COMMUNITY DEVELOPMENT/HUMAN
RESOURCES COMMITTEE

A RESOLUTION TO AUTHORIZE THE
MAYOR OR HIS DESIGNEE TO ACCEPT A
GRANT IN THE AMOUNT OF ONE
HUNDRED NINETY TWO THOUSAND FIVE
HUNDRED DOLLARS AND NO CENTS
(\$192,500.00) OVER A THREE YEAR PERIOD
COMMENCING IN 2013 FOR THE PURPOSE
OF SUPPORTING THE COCA-COLA TROOPS
FOR FITNESS PROGRAMMING FUNDED BY
THE NATIONAL RECREATION AND PARKS
ASSOCIATION ("NRPA") AND THE COCA-
COLA FOUNDATION ON BEHALF OF THE
DEPARTMENT OF PARKS AND
RECREATION; AND FOR OTHER
PURPOSES.

substitute
ADOPTED BY

Committee

CDHR
Date 7/30/13
Chair Jaylen Sheperd
Action _____
Fav, Adv, Hold (see rev. side) _____
Other on substitute
Members _____
Refer To _____

Committee

_____ Date _____
_____ Chair _____
_____ Action _____
Fav, Adv, Hold (see rev. side) _____
_____ Other _____
_____ Members _____
_____ Refer To _____

CERTIFIED
AUG 19 2013
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
AUG 19 2013
Ronda Daughlin Johnson
MUNICIPAL CLERK

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

AUG 19 2013
COUNCIL

Committee

_____ Date _____
_____ Chair _____
_____ Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____
_____ Members _____

Committee

_____ Date _____
_____ Chair _____
_____ Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____
_____ Members _____

MAYOR'S ACTION

APPROVED

AUG 28 2013
WITHOUT SIGNATURE
BY OPERATION OF LAW

Date Referred
Referred To:

Date Referred
Referred To:

Date Referred:

Referred To:

Refer To

Refer To



CITY COUNCIL
ATLANTA, GEORGIA

**A SUBSTITUTE RESOLUTION BY
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

13-R-3382

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ACCEPT A GRANT IN THE AMOUNT OF ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$192,500.00) OVER A THREE YEAR PERIOD COMMENCING IN 2013 FOR THE PURPOSE OF SUPPORTING THE COCA-COLA TROOPS FOR FITNESS PROGRAMMING FUNDED BY THE NATIONAL RECREATION AND PARKS ASSOCIATION (“NRPA”) AND THE COCA-COLA FOUNDATION AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN A MEMORANDUM OF UNDERSTANDING WITH NRPA ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta’s (“City”) Department of Parks and Recreation (“DPR”) enhances the lives of residents offering programs, services and activities that encourage participation in safe, enriching activities, leisure activities and cultural experiences throughout Atlanta; and

WHEREAS, DPR’s, Office of Recreation has been awarded a grant from the National Recreation and Parks Association by the Coca-Cola Foundation in the amount of One Hundred Ninety Two Thousand Dollars and No Cents (\$192,500.00) over a three year period commencing in 2013 to fund the newly created Coca-Cola Troops for Fitness Program, which offers fitness camps and classes to community members of all ages with a priority on adults, along with employment opportunities for individuals of veteran status as fitness instructors (the “Program”); and

WHEREAS, the goals of the Program are to increase community participation in fitness programming and nutritional educational education activities and provide employment opportunities and the hiring of veterans to instruct fitness and nutrition programs; and

WHEREAS, DPR desires to accept the grant and enter into any necessary agreements associated with acceptance of the grant (attached hereto as Exhibit “A”); and

WHEREAS, the City will benefit from this grant and is appreciative of the generosity of the National Recreation and Parks Association by the Coca-Cola Foundation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, on behalf of the City, is authorized to accept the grant in the amount of One Hundred Ninety Two Thousand Dollars and No Cents (\$192,500.00) over a three year period commencing in 2013 from the National Recreation and Parks Association by the Coca-Cola Foundation.

BE IT FURTHER RESOLVED, that the Mayor, on behalf of the City, is authorized to enter into any necessary agreements in connection with the grant (attached hereto as Exhibit “A”).



BE IT FINALLY RESOLVED, that to the extent that the National Recreation and Parks Association by the Coca-Cola Foundation is donating funds and resources to the City, the City hereby accepts the donation.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

AUG 19, 2013
AUG 28, 2013



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 Atlanta**, a **municipal corporation** in Atlanta, Georgia (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.

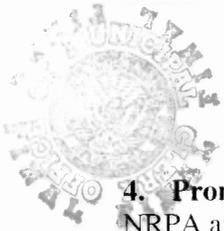
2. Project Funding

- 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. Contract with or otherwise provide compensation for services rendered to a minimum of **fifteen (15)** military veterans to instruct/lead fitness and nutrition programs/activities during the term of this MOU at Grantee recreation centers and similar facilities
- B. Engage a minimum of **five-thousand five hundred (5,500)** 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 working with Grantee 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. Except as expressly required by law, 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**

ATTEST:

Sworn and subscribed before me this
____ day of _____ 2013.

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

Notary Public



ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

Mayor

RECOMMENDED:

Commissioner, Department of Parks
and Recreation

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

Chief Procurement Officer

RCS# 2926
8/19/13
3:25 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I; ALL ITEMS
EXCEPT 13-R-3404, 13-R-3406 & ~~13~~-O-1734
ADOPT *12 OCP*

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Bond
NV Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	NV Sheperd	NV Mitchell

CONSENT I

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ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	08-19-13
1. 13-O-0441 2. 13-O-1054 3. 13-O-1177 4. 13-O-1178 5. 13-O-1179 6. 13-O-1180 7. 13-O-1181 8. 13-O-1182 9. 13-O-1191 10. 13-O-1150 11. 13-O-1151 12. 13-O-1152 13. 12-O-1613 14. 13-O-0433 15. 13-O-1187 16. 13-O-1056 17. 13-O-1058 18. 13-O-1176 19. 13-O-1192 20. 12-R-1146 21. 13-R-3407 22. 13-R-3408 23. 13-R-3319 24. 13-R-3321 25. 13-R-3405 26. 13-R-3376 27. 13-R-3377 28. 13-R-3382 29. 13-R-3383 30. 13-R-3378 31. 13-R-3379 32. 13-R-3380 33. 13-R-3381 34. 13-R-3384 35. 13-R-3385 36. 13-R-3386	37. 13-R-3387 38. 13-R-3388 39. 13-R-3389 40. 13-R-3390 41. 13-R-3391 42. 13-R-3392 43. 13-R-3393 44. 13-R-3394 45. 13-R-3395 46. 13-R-3396 47. 13-R-3397 48. 13-R-3398 49. 13-R-3399 50. 13-R-3400 51. 13-R-3401 52. 13-R-3402 53. 13-R-3403	