



**COUNCIL COMMUNICATION**

<b>DATE:</b> June 9, 2010	<b>AGENDA NO.</b> VII. C. 4. a.	<b>SUBJECT:</b>  Acceptance of the Tony Hawk Foundation Grand Award
<b>Department Head:</b> 		
Parks, Rec & Library	Heinz Bergann	
<b>City Manager:</b> 		
	Nathan M. Cherpeski	
<b>PRESENTED BY:</b> Heinz Bergann		

**Recommendation:** That Council accepts the Tony Hawk Foundation Grant Award in the amount of \$5,000.

**Background:** The City applied for two grants (GOCO and Tony Hawk Foundation) in March to secure outside funding for a new skate park. Staff requested \$151,200 from GOCO and \$10,000 from the Tony Hawk Foundation for a project estimated to cost \$216,700. While the GOCO grant request was not recommended to be funded last month, the Tony Hawk Foundation approved a \$5,000 grant towards the construction of the new skatepark. The Foundation has stipulated in their grant letter that the funds will need to be spent within the next two years or by May 10, 2012.

GOCO will release project scoring after their June 17 meeting. Once released, staff will have GOCO review our project submission. Their recommendations will be used as a guideline for our resubmittal. The fall cycle time table has not yet been release. However, in 2009, the fall cycle closed on August 29 with funding released in December. I expect the dates will be similar for 2010.

**Issue Before the Council:** Does Council wish to accept the Tony Hawk Foundation grant award?

**Alternatives:** While Council is free to select or develop any number of alternatives, those listed below are examples.

1. Accept the grant award.
2. Decline the grant award.
3. Decline to act and provide staff with further direction.

**Fiscal Impact:** The City will receive unbudgeted revenues and incur unbudgeted expenses over two fiscal years. Upon acceptance and thereafter, staff will return to Council, as needed, to request amendments to the City's budget.

**Legal Opinion:** City Attorney will be present if there are any legal questions regarding this action.

**Conclusion:** Even though we did not receive funding during this GOCO cycle, the need to construct a new and safer skatepark has not diminished. Since we need funding from GOCO in order to complete this project, it is staff's intent to resubmit an application for the fall cycle incorporating recommendations made by GOCO to improve our scoring. By accepting this grant and including the purchase price of the property next to the Police Training Center as an applicant match, we have already started down the road to improving our next application.



10 May 2010

City of Alamosa  
425 4<sup>th</sup> Street  
Alamosa, CO 81101  
Attn: Heinz Bergann

Dear Heinz,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$5,000 to assist in the **construction** of your public, non-profit skatepark in Alamosa. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
  - a. The construction and operation of the skateboard park, and
  - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within two (2) years of the date of this agreement, or if in the Foundation's sole judgment:
  - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
  - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (not to exceed two pages) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree NOT to expend Tony Hawk Foundation grant funds:
  - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or

- b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the City of Alamosa, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
  7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
  8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than Monday, August 9, 2010 (90 days from the date of this agreement).

After we've received the signed original of this letter, we'll send you the check. **Please use this address: 1611-A S. McIrose DR #360, Vista, CA 92081.**

Sincerely,



Miki Vuckovich  
Executive Director  
Tony Hawk Foundation

Agreed to and accepted on behalf of City of Alamosa this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (please print)

Title: \_\_\_\_\_

The check to be made payable to: City of Alamosa

Address and name of the person to whom the check should be mailed: \_\_\_\_\_

\_\_\_\_\_

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