

STAFF REPORT



ITEM NO. 16 CITY OF OCEANSIDE

DATE: August 13, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **ACCEPTANCE OF A \$25,000 GRANT FROM THE TONY HAWK FOUNDATION AND APPROPRIATION OF THE FUNDS INTO THE SKATEPARK PROJECT**

SYNOPSIS

Staff recommends that City Council accept a \$25,000 grant from the Tony Hawk Foundation for the construction of skateparks in the City and approve the appropriation of these funds to the Oceanside Skatepark Project, and authorize the City Manager to execute the grant agreement with the Tony Hawk Foundation.

BACKGROUND

During the summer of 2006, staff, in conjunction with the Youth and the Parks and Recreation Commission's Skatepark Ad Hoc Committee, completed the community outreach meetings soliciting input on proposed skatepark sites. Based on community input, staff, with support of the Skatepark Ad Hoc Committee, made the recommendation to develop smaller skateparks at Melba Bishop Park (Bishop Park), Martin Luther King Jr. Park (MLK Park) and the Alex and Foussat Road site (Alex Road), with the goal to provide a comprehensive skatepark as part of the El Corazon development.

On November 15, 2006, the City Council approved the site selection for the development of neighborhood-based skateparks at Bishop, MLK, and the Alex Road site.

ANALYSIS

Staff completed and submitted a grant request in February 2008 for the Tony Hawk Foundation 2008 Grant. The grant application explained the City's progress on developing a neighborhood-based skatepark system and requested funding for the construction costs associated with the Alex Road, Bishop and MLK Skateparks. To show the City's commitment for building skateparks, the grant application detailed that the Oceanside Skateparks Project at the Bishop and MLK Park locations were fully funded. The grant application further explained the Alex Road site is estimated to cost \$775,000, and requires funding for construction.

The Tony Hawk Foundation award can only be used for construction of the Alex Road site. In the Parks CIP fund for fiscal year 2009-10, \$250,000 has been identified for the Alex Road site. Staff will continue to secure grant funding opportunities and pursue corporate sponsorships for the Alex Road site.

In May 2008, staff was informed that the City of Oceanside's grant request was awarded \$25,000, which is the maximum amount awarded by the Tony Hawk Foundation. Staff's grant request was one of the 29 projects awarded out of 84 that were submitted for the spring 2008 Tony Hawk Foundation Grant.

FISCAL IMPACT

The Oceanside Skatepark Project (598.845650) has a FY 2007-08 carry forward balance of \$774,593, which is sufficient to complete the construction of the skateparks at Bishop and MLK Park. The \$25,000 from the Tony Hawk Foundation will be deposited to (276.556445.4470) and appropriated to the Oceanside Skatepark Project (598.845650.5702). This grant will provide additional funds to be used for the construction of the Alex Road Skatepark.

COMMISSION OR COMMITTEE REPORT

Does not apply.

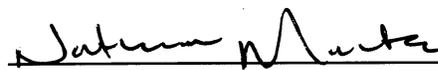
CITY ATTORNEY'S ANALYSIS

The grant agreement was reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that City Council accept a \$25,000 grant from the Tony Hawk Foundation for the construction of skateparks in the City and approve the appropriation of these funds to the Oceanside Skatepark Project, and authorize the City Manager to execute the grant agreement with the Tony Hawk Foundation.

PREPARED BY:



Nathan R. Mertz
CIP Manager I
Parks Development Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

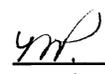
Margery M. Pierce, Neighborhood Services Director

Teri Ferro, Financial Services Director











Attachments:

“A” Tony Hawk Foundation Grant Agreement

1 May 2008

City of Oceanside
300 North Coast Highway
Oceanside CA 92054
Attn: Darra Woods

Dear Darra,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$25,000 to assist in the **construction** of your public, non-profit skatepark in Oceanside. 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 Oceanside, 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 Wednesday, July 30, 2008 (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. Melrose DR #360, Vista, CA 92081.**

Sincerely,



Miki Vuckovich
Executive Director
Tony Hawk Foundation

Agreed to and accepted on behalf of the City of Oceanside this _____ day of _____, 2008

By: _____ (signature)

Name: _____ (please print)

Title: _____

The check to be made payable to: City of Oceanside

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

