



REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Parks & Community
Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 2, 2020

Agenda Number: D-1

SUBJECT:

Acceptance of a Grant Award from the Kaiser Foundation Hospital's Northern California Community Benefit Program

RECOMMENDATION:

1. Adopt the Resolution accepting a grant award in the amount of \$80,000 for the Trail Par Course Project.
2. Adopt the Resolution amending the City's Fiscal Year 2020/21 Budget for the acceptance of grant revenue in the amount of \$80,000.

SUMMARY:

In September 2020, the Parks and Community Services (PCS) Department submitted a grant application to Kaiser Foundation Hospitals (KFH) for the Northern California Community Benefit Program. This Grant Program is focused on helping people in the community gain access to the resources they need to lead a healthy life. The City PCS Department has been awarded a grant in the amount of \$80,000 for the Trail Par Course Project located along the Vern McCoullough River Trail and the walking trail at Lions Town and Country Park. As part of this project, 13 fixed and motion capable exercise equipment stations will be installed with the goal of promoting an active lifestyle and healthy nutrition through the use of City parks, trails, recreation programs, and amenities.

DISCUSSION:

Kaiser Permanente has been a partner of the PCS Department since 2011 in a joint effort to reduce community obesity and improve community wellness. The City has been the recipient of several HEAL Zone Grants totaling in excess of \$290,000 over the last 9 years. HEAL Zone is a

program created by KFH to promote healthy eating active living. Some of the activities accomplished by PCS under the HEAL Zone Grants include:

- Adding lighting and extending the lighted field times at Sunrise Rotary Park
- Expanding access to facilities and recreational programming within the City
- Providing stipends to residents to help cover the cost of fee-based recreation programming
- Providing additional training to Program Leaders to better engage Maderans in age appropriate physical activities and healthy eating programming

The most recent round of Northern California Community Benefit Program applications were originally due in March 2020. The grant review process was delayed due to the onset of COVID-19. KFH reopened the application in September 2020 for updates and resubmittal. Staff completed the application updates for the Trail Par Course Project and submitted it on September 16, 2020. The City was notified on November 3rd that KFH had approved the application and awarded the requested amount of \$80,000.

The Trail Par Course Project installation will consist of the permanent addition of five exercise stations along the Vern McCullough River Trail between Lake Street and Sharon Avenue and eight stations along the pedestrian walking trail in Lions Town and Country Park. The Vern McCullough River Trail is four miles in length and runs adjacent to the Fresno River. The walking trail at Lions Town and County Park is roughly one mile in length. Stations will be located equal distance apart in excavated pits backfilled with engineered wood fiber to protect users in the event of a fall. Irrigation systems will be modified to keep excess water off the equipment and fall protection material. Additional signage will be installed to advise users of the appropriate use of the equipment and safety precautions.

Upon completion of the project, the PCS Department will host two “Walk the Trail Day” events in 2021, one at each location. The Trail Day events will be designed to raise awareness of the new trail amenities, encourage regular exercise, and promote healthy eating active living. Staff will invite local health-based organizations to host informational booths along the trail. This Trail Day will become an annual spring event put on by PCS in the years to come.

While it is still unknown if the COVID-19 pandemic will persist into 2021 when the project will be completed, an amenity such as the trail par course will bring the Madera community a safe activity that can be enjoyed in a socially distanced manner. Responsible use of the trail par course can reduce stress, boost the immune system, and provide an increased sense of well-being during these challenging times.

FINANCIAL IMPACT:

The total budget for the Trail Par Course Project is approximately \$115,000. This includes the par course equipment, installation, materials for the “Walk the Trail Day” events, and staff time for construction oversight, event support, and grant management. A total of \$80,000 was requested

and awarded from KFH. These funds will be spent primarily on equipment and installation. The remaining \$35,000 will be expended from staff salaries and benefits adopted in the FY 2020/21 City Budget.

A budget amendment is being proposed to recognize the \$80,000 revenue and corresponding capital expenditure within the Parks Maintenance Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- 121.8: Promote and encourage walking within the City.
- 121.10: Add facilities and amenities for the public.
- 404: Community Wellness: Promote increased community wellness.
- 411: Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

ALTERNATIVES:

1. Council may elect to not approve the Agreement with KFH. In this case, if Council wished to continue to with the Trail Par Course Project, an alternative funding source would need to be identified.
2. Council may request staff bring additional information back to a subsequent meeting.

ATTACHMENTS:

1. Resolution – Approving Agreement
 - a. Exhibit 1 – Grant Agreement
2. Resolution – Budget Amendment
 - a. Exhibit A – Budget Amendment

RESOLUTION NO. 20 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
ACCEPTING A GRANT AWARD FROM KAISER FOUNDATION HOSPITAL'S
NORTHERN CALIFORNIA COMMUNITY BENEFIT PROGRAM IN THE AMOUNT OF
\$80,000 FOR THE TRAIL PAR COURSE PROJECT**

WHEREAS, the City of Madera (City) Parks & Community Services Department provides physical activities for City residents of all ages and outreach services within the community to promote healthier lifestyle choices; and

WHEREAS, Kaiser Foundation Hospitals has provided grant funding through its Northern California Community Benefits Programs that supports these activities; and

WHEREAS, the City applied for and received grant funding from Kaiser Foundation Hospitals for the Trail Par Course Project; and

WHEREAS, Kaiser Foundation Hospitals has prepared a Grant Agreement which will provide the City \$80,000 for the period of December 1, 2020, through December 1, 2021; and

WHEREAS, the Agreement is in the best interests of the City, Kaiser Foundation Hospitals, and the citizens of Madera.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Grant Agreement with the Kaiser Foundation Hospitals for the Trail Par Course Project which is attached hereto as Exhibit 1.
3. The City Manager is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This Resolution is effective immediately upon adoption.



Kaiser Foundation Hospitals
Northern California Region

11/16/2020

Arnoldo Rodriguez
City Manager
City of Madera
205 West 4th Street,
Madera, California 93637

Re: Grant Award Letter for Grant Number 111928

Dear Arnoldo Rodriguez:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$80,000.00 has been awarded to City of Madera ("Grantee"). The purpose of these funds is to support the Trail Par Course Project (the "Grant").

Kaiser Permanente has a 75-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period

Start Date: 12/1/2020

End Date: 12/1/2021

Grant Reporting

Instructions for submitting reports will be provided 30 days prior to the due dates.

Progress Report Due Dates:

Final Report Due Date: 1/1/2022

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

If you have questions or require additional information, please contact your grant manager, **Marie Sanchez** at marie.e.sanchez@kp.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Yvette Radford".

Yvette Radford

Vice President, Northern California External and
Community Affairs

11/16/2020
Date

ACCEPTED AND AGREED

Arnoldo Rodriguez
City Manager

Date

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 111928, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee

**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: "*The project is supported by Kaiser Permanente Northern California Community Benefit Programs.*"

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

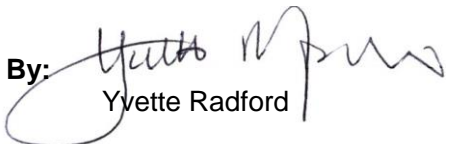
KFH:

Grantee:

Kaiser Foundation Hospitals, Northern California

City of Madera

By:


Yvette Radford

By:

Arnoldo Rodriguez

Title: City Manager

**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

Title: Vice President, Northern California External
and Community Affairs

Date: 11/16/2020

Date:

Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.***

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded City of Madera a \$80,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

RESOLUTION NO. 20 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
AMENDING THE FISCAL YEAR 2020/21 BUDGET FOR THE ACCEPTANCE OF
GRANT REVENUE IN THE AMOUNT OF \$80,000.00**

WHEREAS, the City Council previously adopted a City-wide Budget for the 2020/21 Fiscal Year; and

WHEREAS, the City of Madera has been awarded a grant in the amount of \$80,000 from Kaiser Foundation Hospital's Northern California Community Benefits Program; and

WHEREAS, amendments to the City-wide Budget for the 2020/21 Fiscal Year, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

**EXHIBIT A
CITY OF MADERA**

Budget Appropriations: Res. 20- 12/2/2020

Budget Adjustments for Fiscal Year 2020/21

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Parks	10206100	4434	Grant	\$	\$ 80,000
	10206100	7030	Facilities and Improvements	80,000	
				\$ 80,000	\$ 80,000