



**MEMORANDUM**

**TO:** Timothy J. Baroody, City Manager  
**FROM:** Jane Shelhorse, Director Parks, Recreation and Events  
**SUBJECT:** Amending the FY2021 Budget for purpose of purchasing a van for FPRE  
**DATE:** March 12, 2021 for the March 23, 2021 Council Meeting

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**ISSUE**

Amendment of the City Council FY 2021 budget to accept a donation of \$40,000 from T-Mobile that would be used for the purchase of a van to be used by Parks, Recreation and Events for recreation and educational programs in parks and a variety of events.

**RECOMMENDATION**

Staff recommends the acceptance of the donation and purchase of the van to be used by the department for additional programming and community event support.

**DISCUSSION**

The Parks, Recreation and Events Department sponsors many great programs and events throughout the year, most of which are held at the Dorothy Hart Community Center or parks where the department has a facility. Oftentimes staff hears that more children would like to participate in department sponsored programs, but they have no transportation.

Department staff has looked at trying to do more outreach within the community at a wider variety of locations, but moving the necessary supplies, equipment, etc. is always an issue. T-Mobile has approached the department offering to donate \$40,000 to be used for the purchase of a van that would be customized inside with storage for equipment, arts and craft supplies, games, etc. The “Fun Mobile” van would be similar to what a “book mobile” is to a library; allowing staff to go into neighborhoods so that children without transportation can participate in safe, supervised activities near their home.

As part of the agreement with T-Mobile the van will have a “wrap” that will identify it as the Parks and Rec. Fun Mobile with new City branding, and also include the T-Mobile logo. Press Releases and social media posts will be published to recognize T-Mobile’s sponsorship and on other marketing materials for the van.

Parks and Recreation is planning on offering a Fun Mobile schedule during the summer that would include weekly stops at Bragg Hill, Forest Village, Hazel Hill, WL Harris, Wellington

Woods, Idlewild, Memorial Park, Hurkamp Park, Greenbrier, Olde Greenwich, with other sites added if needed.

In addition, there are events throughout the year when the van will be used for event support, and T-Mobile will have the option of attending such events, such as Picnic in the Park Concert Series.

The sponsorship of the van will be in effect through December 31, 2021.

**FISCAL IMPACT**

The attached resolution amends the budget to accept the donation in the amount of \$40,000 for the purchase of the van. Staff estimates that the ongoing costs for staffing, supplies, and fuel is \$10,000, and is within the current budget allowances within the department.

Attachments: T-Mobile Marketing Agreement  
Resolution Amending the FY 2021 Budget for the Purchase of the Van



March 23, 2021  
Regular Meeting  
Resolution 21-\_\_

**MOTION:**

**SECOND:**

**RE: Amending the Fiscal Year 2021 Budget to Appropriate \$40,000 from Donated Funds for the Purchase of a Van for Fredericksburg Parks, Recreation, and Events**

**ACTION: APPROVED: Ayes: 0; Nays: 0**

The City Department of Parks, Recreation, and Events sponsors a great many programs and events for the community throughout the year. Most of these are held either at the Dorothy Hart Community Center or in the City's parks.

The staff of the department has been working on a public-private partnership with T-Mobile to purchase and outfit a "Fun Mobile" that will enable programs to reach participants throughout the community – including those that have no reliable transportation to current programs. This will allow program participants to participate in programs and activities near their home. The company wishes to provide a donation to purchase the van, which would be owned and operated by the City. The City Council needs to approve a budget amendment for this to move forward.

Therefore, the City Council hereby amends the budget in the General Fund (Fund 100) as follows:

**General Fund (Fund 100)**

Sources:

Gifts & Donations

Gifts & Donations	0100 318801	\$ <u>40,000</u>
Total Gifts & Donations		\$ <u>40,000</u>
<b>Total Sources</b>		<b>\$ <u>40,000</u></b>

Uses:

Parks, Recreation, and Events - Supervision

Mobile Vehicles & Equipment – Additions	0100 7111048205	\$ <u>40,000</u>
Total PR&E - Supervision		\$ <u>40,000</u>
<b>Total Uses</b>		<b>\$ <u>40,000</u></b>

This resolution is effective upon adoption.

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

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***Clerk's Certificate***

*I certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution No. 21-\_\_, adopted at a meeting of the City Council held March 23, 2021, at which a quorum was present and voted.*

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***Tonya B. Lacey, MMC***  
***Clerk of Council***

## LOCAL MARKETING AGREEMENT

This Local Marketing Agreement, along with the Standard Terms and Conditions attached as Exhibit A (collectively, “**Agreement**”), effective as of the date of full execution (“**Effective Date**”), sets forth the terms and conditions between Fredericksburg Parks, Recreation and Events (“**Producer**”) and T-Mobile USA, Inc. (“**T-Mobile**”), regarding T-Mobile’s sponsorship of Producer’s Mobile Recreation Program (“**Program**” or “**Promotion**”).

1. **Promotion Date(s):** Effective Date – December 31, 2021

2. **Rights/Benefits to T-Mobile (“Rights/Benefits”):**

- a. Producer is procuring a mobile recreation van (which will enable Producer to bring recreation and activities into local communities and neighborhoods so that school aged children can participate in safe, supervised activities near their homes)
- b. Producer will hire staff to run the Program/man the van throughout the year (mostly in the summer). Producer will work with local neighborhoods/HOAs to arrange participation. A tentative schedule is provided below (subject to change based on demand, staff availability, etc.).

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays
11am-12pm	Bragg Hill	Idlewild	Hazel Hill	Olde Greenwich	Forest Village
12:30pm-1:30pm	Forest Village	Memorial Park	Mayfield	Greenbrier	Bragg Hill
2pm-3pm	Hazel Hill	Hurkamp Park	Wellington	Memorial Park	Mayfield
3:30pm-4:30pm	Mayfield	Greenbrier	Bragg Hill	Hurkamp Park	Wellington
5pm-6pm	Wellington	Olde Greenwich	Forest Village	Idlewild	Hazel Hill

- c. Producer’s van will have full (graphic) wrap advertising which will include T-Mobile logo (T-Mobile to pre-approve van wrap graphics).
  - d. T-Mobile logo to be displayed on marketing materials for mobile recreation van (T-Mobile to pre-approve all materials containing any T-Mobile marks or making reference to T-Mobile)
  - e. Dedicated social media posts and press releases/newsletters recognizing T-Mobile’s sponsorship
  - f. T-Mobile has the opportunity (but not the obligation) to participate at any event/program in which the van is activated (Producer will provide T-Mobile a schedule of events/programs)
    - i. Such participate to include providing T-Mobile with space at the event/program on which T-Mobile may set up a booth/tent or T-Mobile truck, and from which T-Mobile may engage in the promotion of its goods and services, and conduct games (spin wheels, etc.) with giveaways and swag
    - ii. Excludes certain smaller events not open to vendors
  - g. T-Mobile has the opportunity (but not the obligation) to provide promotional items which Producer will hand out to event/program participants
3. Producer will follow all CDC, State of Virginia, Virginia Department of Public Health, and local guidelines as pertains to COVID-19 and all safety guidelines.

4. **Fee:** T-Mobile will pay \$40,000 to Producer for the above outlined Rights/Benefits. Producer may invoice T-Mobile as set forth below. T-Mobile will pay Producer within 60 days following receipt of invoice.

	<b>Invoice Date</b>	<b>Amount</b>
Invoice #1	Upon execution of this Agreement	\$20,000
Invoice #2	June 1, 2021	\$20,000

**Accepted and Agreed to by:**

**T-Mobile USA, Inc.**

**Fredericksburg Parks, Recreation and Events**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Notice Addresses:</b>	
<p>If to T-Mobile:  T-Mobile USA, Inc.  12920 SE 38<sup>th</sup> Street  Bellevue, WA 98006  Tel: 410.872.7269  Email: simone.hunt49@t-mobile.com  Attn: Simone Hunt</p> <p>With a copy of legal notices:  Attn: General Counsel</p>	<p>If to Producer:  Fredericksburg Parks, Recreation and Events  408 Canal Street  Fredericksburg, VA 22401  Tel: 540.372.1086 x217  Fax:  Email: jlcasarotti@fredericksburgva.gov  Attn: Jenny Casarotti</p>

## EXHIBIT A

In addition to the foregoing, the parties agree to the following Standard Terms and Conditions:

1. Promotion: T-Mobile will participate in the Promotion and Producer will provide the Benefits specified above to T-Mobile in connection with the Promotion in accordance with the terms set forth in this Agreement.
2. Representations and Warranties: The parties have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. T-Mobile shall have no responsibility for the operation of the Promotion, including the operation of the Promotion in compliance with all applicable laws and regulations and the safety and security of any visitors to or participants in the Promotion. Producer further represents and warrants that it is responsible for securing any required license or permits to conduct the Promotion, that any materials and/or content it creates pursuant to this Agreement will not infringe on any third-party rights.
3. Use of Trademarks: T-Mobile grants to Producer a limited, personal, non-exclusive, non-assignable, revocable, non-sublicensable, royalty-free license or sublicense (as applicable) to use and reproduce the T-Mobile trademarks and logos provided by T-Mobile (the “**T-Mobile Marks**”) solely in connection with Producer’s performance of its obligations hereunder during the term of the Promotion and such use is subject to T-Mobile’s Marks Rules available at <https://www.t-mobile.com/responsibility/legal/trademarks>. Producer hereby grants T-Mobile the right to use Producer’s trademarks, logos, and trade names (as provided by Producer) as necessary for T-Mobile to exercise its rights of Benefits as set forth herein. Each party retains complete ownership of, all trademarks, logos, designs, copyrights, trade names, and all other intellectual property rights which it owns or has rights to and which are used in any way in materials in connection with this Agreement.
4. Media: Any and all media advertising content produced by Producer that refers to T-Mobile or includes any T-Mobile Marks or mentions T-Mobile (“**Media**”) and is intended to run on any public platform (including, but not limited to, tv, radio, print, out of home, web, or social media, whether paid or unpaid), shall require the prior written approval of the content by T-Mobile. If T-Mobile provides Media to Producer, Media shall not to be altered by Producer, or any other third-party, without the express, prior written consent of T-Mobile.
5. Producer assumes sole liability for the operation of the Promotion, including the safety and security of participants and Producer waives any right of action against T-Mobile for the Producer’s operation of the Promotion, except that T-Mobile agrees that it shall be responsible for all acts and omissions of its agents and employees related to or arising out of T-Mobile’s participation in the program. Nothing herein shall be deemed a waiver of sovereign immunity or any other defense available to either party. Each party agrees to maintain applicable insurance policies and/or funds in place to cover its obligations under this Agreement.
6. Termination: Either party may terminate this Agreement in the event of a material breach by the other party. In addition, T-Mobile may terminate this Agreement for any reason with five days’ notice. On any termination, Producer will refund the pro rata portion of any unearned prepaid Fees or T-Mobile will owe the pro rata portion of any Fees earned prior to termination.
7. Force Majeure: If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality, or other cause beyond the reasonable control of a party (“Force Majeure Event”), either party is unable to perform any or all of its obligations hereunder, then such nonperformance will not be a breach of this Agreement. If due to a Force Majeure Event, T-Mobile does not receive all the Rights/Benefits, Producer will provide T-Mobile with a reasonably equivalent make good or a pro-rata refund of the Fee paid, to be chosen at T-Mobile’s sole discretion.
8. Miscellaneous: This Agreement constitutes the whole and entire Agreement between the parties with respect to the subject matter of this Agreement and it shall not be modified or amended in any respect, except by a written instrument executed by both parties. This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law provisions, and the parties consent to the exclusive jurisdiction and venue of the state courts located in King County, Washington or the federal courts in the Western District of Washington. The parties agree that the terms of this Agreement are confidential and shall not be disclosed, except to the respective parties’ advisors or as may be required by legal order or government authorities. All notices required or permitted hereunder shall be in writing and may be emailed, personally delivered, sent by reputable overnight courier or certified mail, return receipt requested, or sent by fax and confirmed by fax answerback and in each case addressed to the parties using the contact information at the beginning of this Agreement.