



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated August 3, 2017 (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 Yuma**, an Arizona municipal corporation and a provider of park, recreation, or community services in Yuma, Arizona (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Thirty Five Thousand Dollars (\$35,000) made available to Grantee for the implementation of the project selected for grant funding (Project): Candy Land-inspired play space at Joe Henry Optimist Park, which will provide new activities that will encourage balance, coordination, dexterity, strength, and problem solving

Made possible through the support of The Walt Disney Company, NRPA is managing the administration of the *Meet Me at the Park* Play Spaces grant program (Program). Grants made through this Program are intended to provide increased access to inclusive play and physical activity for kids and families.

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

Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of Thirty Five Thousand Dollars (\$35,000). Funds will be distributed by NRPA.

3. Grantee Requirements

Grantee will:

- A. Implement Project in alignment with the application submitted to NRPA by Grantee.
- B. Participate in a mandatory orientation call for all grantees on August 15, 2017 at 2pm ET.
- C. Demonstrate significant progress toward project outcomes by October 31, 2017.
- D. Complete Project by April 30, 2018.
- E. Conduct local community outreach through web, social media, and local press releases to help promote the Project, the grant, and opportunities for volunteerism. NRPA will provide a toolkit of sample content for this outreach.
- F. Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the Project and grant period.
- G. Offer at least one opportunity for volunteerism for the community and Disney personnel (if applicable) during the grant period.
- H. Administer surveys to community members who are users of the Project once the Project is complete. Template and further instruction to be provided by NRPA.
- I. If selected, participate in a more in-depth evaluation of the Project site and its usage. Templates and further instruction to be provided by NRPA.
- J. When requested, provide brief updates on the Project to NRPA.
- K. If selected, allow the Project to be featured in a video to be coordinated and produced by NRPA
- L. Submit final report via online template provided by NRPA by May 1, 2018 to include:
 - Narrative summary of the Project
 - Narrative summary of Project-related community engagement and employee volunteer event(s)



- Progress towards meeting Project metrics and outcomes as outlined in the proposal submitted by Grantee
- Budget summary documenting how the grant funds were used
- Any photos, local press coverage, videos, quotes and stories

4. Promotion

NRPA and Disney may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

5. Limits of Liability

Neither NRPA, nor Disney, or any of their 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 Project 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. Confidential information shall not be disclosed to non-party personnel, unless subject to disclosure pursuant to the Arizona's public information laws. Nothing in this Section 6 shall prevent Grantee from complying with such laws.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until May 1, 2018.

8. Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("Code");
- 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 Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(d)(3) of the Code, unless Grantee satisfies the requirements of Section 4945(g) of the Code and receives NRPA's prior written approval.
- D. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or



- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- F. To travel to NRPA's Annual Conference or any other conference travel.

All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the Project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

9. 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.

National Recreation and Park Association

City of Yuma

By: Rebecca Wickline

By: _____

Printed Name: Rebecca Wickline

Printed Name: Gregory K. Wilkinson

Title: Senior VP Development

Title: City Administrator

Date: August 3, 2017

Date: _____

EIN: _____