

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated February 4, 2015 (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 of Coral Gables Parks and Recreation Division**, a provider of park, recreation, or community services in Coral Gables, FL (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Fifteen Thousand Dollars (**\$15,000**) made available to Grantee for the implementation of the agreed upon project benefiting community-based youth sports (Project).

Made possible through the support of ESPN, NRPA is managing the administration of the Access to Sports Grant Program (Program). Grants made through this Program are intended to:

- Expand youth sports opportunities through programming, infrastructure and/or equipment needs
- Provide local ESPN employees opportunities to volunteer in conjunction with the Project or other opportunities at selected parks

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

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of Fifteen Thousand Dollars (**\$15,000**)
- B. Funds will be distributed by NRPA
- C. Five Thousand Dollars (**\$5,000**) in matching funds provided by or through the Grantee is required to support the Project

3. Grantee Requirements

Grantee will:

- A. Implement Project in alignment with Grantee's submitted proposal
- B. Complete Project by September 30, 2015
- C. Provide hands-on volunteer opportunities for ESPN employees to support the park(s)
- D. Incorporate some form of donor recognition via either a sign or structure in the space (e.g., engraved bench, plaque, etc.) to be mutually agreed upon in advance
- E. Promote receipt of grant and success of Project through press release, dedication/recognition event, and ongoing social media
- F. Submit financial summary of how the grant funds were utilized upon completion of the Project
- G. Submit progress via online template provided by NRPA, including:
 - Project status
 - Public outreach and press coverage
 - Participation information
 - ESPN employee engagement
 - Photos

4. Promotion

NRPA and ESPN 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 Program, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

In all public statements concerning the grant, the grantor shall be recognized as "ESPN". Whenever possible, recognition should also be provided to "National Recreation and Park Association".

Grantee shall provide NRPA an opportunity to review any statement, message or use of grantor logo related to this grant or Project in advance of its release to the public.

5. Limits of Liability

Neither NRPA, nor ESPN or any of its 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.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until December 31, 2015.

8. 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 Coral Gables Parks and Recreation Division

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____