

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made between the **National Recreation and Park Association**, a 501(c)(3), non-profit corporation ("NRPA") and **City of Durham Parks and Recreation Department** ("Grantee") for the purpose of providing grant funds for the construction or refurbishment of a basketball court(s) at **Elmira Park**.

1. PURPOSE/PROGRAM DESCRIPTION

NRPA desires to aid in the construction and refurbishment of neighborhood basketball courts in parks throughout the United States by distributing grant funds obtained through the Sprite Spark Parks program, a program of The Coca-Cola Company, to select communities expressing such need ("Grant Program"). City of Durham Parks and Recreation Department has expressed a qualifying need and has been selected by NRPA as a grant recipient.

The amount of the grant provided to the Grantee shall be \$5,000, \$10,000, or \$15,000 and shall be determined by the results of a public voting process through the My Coke Rewards online voting platform, managed by The Coca-Cola Company, between March 28, 2012 and May 31, 2012 ("Contest").

The Grantee shall use the grant funds for the purposes set forth in the attached proposal.

2. TERM

This Agreement is effective from February 7, 2012 through December 31, 2012.

3. NRPA OBLIGATIONS

In consideration for the rights granted through this Agreement, NRPA agrees to the following terms and conditions:

- A. **FUNDING:** NRPA shall provide to Grantee a grant of \$5,000, \$10,000, or \$15,000 on or before July 1, 2012. The grant amount shall be determined through the above described Contest. Grants will be issued by way of lump sum checks (\$5,000, \$10,000 or \$15,000) from the National Recreation and Park Association.
- B. **MEDIA:** NRPA shall provide to Grantee promotional templates and messaging for community outreach.
- C. **DISTRIBUTION OF VOTING CODE:** NRPA shall provide Grantee with a unique online voting code to distribute to the public allowing anyone at least 13 years old to vote for the Elmira Park project.

4. GRANTEE OBLIGATIONS

In consideration for the rights granted through this Agreement, Grantee agrees to the following terms and conditions:

- A. **PROJECT:** Grantee shall complete improvements to a basketball court(s) at Elmira Park, as described in the attached proposal and in accordance with any laws, regulations, codes and/or industry standards applicable to the construction, alteration and improvement of public recreational facilities, by November 30, 2012.

Grantee shall install a plaque or similar approved recognition piece identifying the improvements as having been made through *Sprite Spark Parks* (recognition piece selection and message to

be determined in coordination with NRPA) within 30 days of the completion of the basketball court improvement under the terms of this Agreement.

- B. **REPORTS TO NRPA:** Grantee shall provide photos, video, testimony, and impact statements about the grant, such as pre-and post-project information, as requested by NRPA.

Grantee shall submit a project report and a financial report to NRPA no later than November 30, 2012.

- C. **RELEASE:** Grantee shall release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, ePrize, LLC, and their respective parents, subsidiaries, affiliates, agents, and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, and each of their respective parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of the grant.

5. MONITORING

NRPA may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of NRPA or its designees to observe the Grantee's program, procedures and operations, and discussions of the Grant Program with the Grantee's personnel.

6. MARKETING AND PROMOTIONAL RIGHTS

NRPA and its designees are hereby permitted to use the Grantee and/or the park name, city, state, photo, and/or grant information in connection with the Grant Program for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

NRPA and its designees are hereby granted the right to reproduce, publish, republish, copy, summarize, condense, abstract or excerpt, or otherwise use and license others to use in print or electronic form any and all such materials which are or will be produced as a result of this grant. This includes any and all data collected in connection with the Grant Program except as prohibited by federal privacy laws.

7. INDEMNIFICATION

NRPA and Grantee agree to indemnify, defend and hold harmless the other party and its officers, directors, agents, volunteers, subcontractors, employees and/or representatives, from any and all claims, losses, damages, liabilities, judgments or settlements, including reasonable attorney's fees, costs and other expenses incurred by the indemnifying party on account of any act, omission or breach of this Agreement. Each party remains liable for all damage or injury due to its own negligence or the negligence of their employees, subcontractors or agents.

8. JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of Virginia. Virginia courts shall have exclusive jurisdiction to hear disputes arising from this agreement.

9. TERMINATION

NRPA reserves the right to terminate the grant for cause. Termination for cause will only be exercised in extreme cases for those grant recipients who do not make adequate progress toward the completion of the activities as specified. NRPA shall have the exclusive right to determine what constitutes

adequate progress towards completion. Notice of grant termination would be issued by letter from NRPA to the Grantee.

In the event this Agreement is terminated, NRPA reserves the right to require Grantee to refund any and all grant funds provided to it under this Agreement, and Grantee agrees to return such funds if requested.

10. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure to commence performance where such delay or failure is caused by acts of God, acts of public enemy or other events beyond the reasonable control of the affected party that render performance impracticable.

11. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all applicable laws and to file all appropriate registrations, post all necessary bonds, and obtain all permits, releases, consents, licenses, inspections, and approvals, necessary for its activities under this Agreement.

12. CORRESPONDENCE

Any correspondence regarding the terms of this Agreement and/or the Grant Program shall be directed to NRPA at:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148

Attn: Jimmy O'Connor, Senior Manager of Grants
Phone: (703) 858-2177
Email: joconnor@nrpa.org

IN WITNESS WHEREOF,

NATIONAL RECREATION AND PARK ASSOCIATION

SIGNATURE: *Rebecca Wickline*

DATE: February 7, 2012

PRINT NAME: Rebecca Wickline

TITLE: Senior Director of Development

CITY OF DURHAM PARKS AND RECREATION DEPARTMENT

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

SPRITE SPARK PARKS PROPOSAL

Applicant: City of Durham Parks and Recreation Department

Application Contact:

Gina Morais
Recreation Manager
City of Durham Parks and Recreation Department
101 City Hall Plaza
Durham, NC 27701
gina.morais@durhamnc.gov
(919) 560-4355 ext. 27207

Chief Executive:

Rhonda Parker
Director
City of Durham Parks and Recreation Department

Selected Park/Facility: Elmira Park

540 Elmira Avenue
Durham, NC 27707

Project Need:

Elmira Park is located in a low-moderate income neighborhood with no other park within several miles. Approximately 15% of the population in the neighborhood is living under the poverty level. According to 2010 US Census Data, 31% of the Census Tract (13.04) population is under the age of 18. Housing in the Census Tract is predominantly rental units (72%). Eighty-five percent (85%) of the Census Tract population is African American. In addition to two (2) outdoor basketball courts, the park also features eight (8) tennis courts and a shared playground with a neighborhood elementary school. The 12.13-acre park was constructed in the 1970's and has had very little renovation other than the recent addition of lights for the tennis courts. Elmira Park is accessible from the Rocky Creek Greenway for those without automobiles. The park is heavily used and has been adopted by a local community organization since September 2010.

Project Description - \$5,000:

new basketball goal systems

Project Description - \$10,000:

new basketball goal systems, power washing, re-stripping courts

Project Description - \$15,000:

new basketball goal systems, surface repairs, and re-stripping courts

Donor Recognition:

Commission meeting and on the City's website for a period of time.