12541

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated March 17, 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 Durham, Parks and Recreation Department**, a provider of park, recreation, or community services in Durham, North Carolina (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Twenty Thousand Dollars (**$20,000**) made available to Grantee for the implementation of the project selected by public online voting (Project).

Made possible through the support of Disney, ABC and ESPN, NRPA is managing the administration of the Parks Build Community Program (Program). Grants made through this Program are intended to improve local parks through projects that connect kids and nature, help kids and families live healthier, and increase kids' access to sports.

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 Twenty Thousand Dollars (**$20,000**). Funds will be distributed by NRPA.

3. Grantee Requirements

Grantee will:

- ***A.*** Implement selected Project in alignment with the proposal submitted by Grantee
- ***B.*** Complete Project by August 31, 2015
- ***C.*** Conduct local community outreach through email, web social media, and/or a local press release to help promote the opportunity for public online voting April 1-30, 2015. NRPA will provide sample content for this outreach.
- ***D.*** Host at least one community engagement event, such as a groundbreaking event, volunteer day, or ribbon cutting celebration
- ***E.*** Offer at least one opportunity for volunteerism for Disney, ESPN, and ABC personnel
- ***F.*** Document the project by collecting photos, videos, quotes and stories
- ***G.*** Submit final report via online template provided by NRPA by August 31,2015 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
    - Photos, videos, quotes and/or stories

4. Promotion

NRPA and Disney, ABC 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 Project, 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 or Program, the sponsor shall be recognized as "Disney, ABC and 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 Disney, ABC, and ESPN 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.

7. Term
The term of this MOU will commence on the Effective Date and shall continue until September 30, 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

By: Rebecca Wickline

Printed Name: Rebecca Wickline

Title: VP Development

Date: 4-3-15

City of Durham, Parks and Recreation Department

By: Wanda S. Page
~~Authorized City Manager Designee~~

Printed Name: Wanda S. Page
~~Deputy City Manager~~

Title:

Date:

Attest:
D. Ann Gray

CITY OF DURHAM NORTH CAROLINA

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan M. Sandhoff

Susan M. Sandhoff - Deputy Finance Officer