



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated \_\_\_\_\_ (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 San Antonio Parks and Recreation Department**, a provider of park, recreation, or community services in San Antonio, Texas (Grantee).

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Fifty Thousand Dollars (**\$50,000**) made available to qualifying organizations for the implementation of agreed upon public park programming (Programming).

In collaboration with The Coca-Cola Company, NRPA is managing the administration of grants intended to provide Programming in active spaces within public parks. Having been selected as a recipient of funding through this initiative, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

### 2. Programming Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of Fifty Thousand Dollars (**\$50,000**) for funding of agreed upon Programming-related expenditures.
- B. Funds will be distributed by NRPA. No matching funds are required.

### 3. Grantee Requirements

Funding will be implemented to provide Programming at Victoria Commons Park throughout 2015 and 2016 as outlined in your October 24, 2014 proposal for the following:

- Fitness in the Park supplies and participant incentives: \$5,000
- RoTenGo program and annual events: \$25,000
- Kickball league and equipment: \$20,000

Grantee will:

- A. Submit reports on Programming activities to NRPA as requested
- B. Submit a financial summary of how the grant funds were utilized upon completion of the Programming
- C. Host a site visit(s) by NRPA and/or The Coca-Cola Company if requested
- D. Incorporate into the Programming some form of donor recognition (e.g. logo) to be mutually agreed upon in advance
- E. Host special event(s) sponsored by The Coca-Cola Company at the Programming location on a mutually agreed upon date(s) if requested. Special events may include, but are not limited to kickball tournaments, community field days, and sports clinics with local athletes. Any event to be mutually agreed upon in advance.
- F. Promote receipt of grant and success of Programming through press release and ongoing social media
- G. In subsequent years, Grantee will in good faith and to the best of its abilities seek additional funding to sustain Programming at continued or enhanced levels.



#### **4. Programming Evaluation**

NRPA and The Coca-Cola Company may request that the Grantee track and collect data on Programming-related activities. Information requested may include, but is not limited to Programming participation metrics, and the administering of surveys to individuals upon completion of Programming. Any such data collection activities to be mutually agreed upon in advance.

#### **5. Promotion**

NRPA and The Coca-Cola Company may use the Grantee and/or park names, photos, and/or information in connection with the Programming for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

#### **6. Limits of Liability**

Neither NRPA, nor The Coca-Cola Company 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 Programming hereunder.

#### **7. 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. Notwithstanding the preceding, NRPA and the Coca-Cola Company acknowledge and agree that all records in the possession of the Grantee are subject to the provisions of the Texas Public Information Act and will be withheld from disclosure or released according to the provisions of that Act.

#### **8. Term**

The term of this MOU will commence on the Effective Date and shall continue until December 31, 2016.

#### **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 below.*

**NATIONAL RECREATION AND  
PARK ASSOCIATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN ANTONIO PARKS AND  
RECREATION DEPARTMENT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_