



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective _____, 2014, 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 One-Hundred Fifty Thousand Dollars (**\$150,000**) made available to qualifying organizations for the implementation of agreed upon public park improvements (Project).

In collaboration with The Coca-Cola Company, NRPA is managing the administration of grants intended to build, renovate or restore 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. Project Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of One-Hundred Fifty Thousand Dollars (**\$150,000**) for funding of agreed upon improvements at Victoria Commons Park.
- B. Funds will be distributed by NRPA. No matching funds are required.

3. Grantee Requirements

Grantee will:

- A. Build, renovate or restore active space(s) at Victoria Commons Park, as described below:
 - Installation of outdoor fitness equipment
 - Rehabilitation of basketball court
 - Improvements to kickball field
- B. Complete Project by May 31, 2015
- C. Submit monthly reports to NRPA as requested. Each report must include:
 - Summary of the Project status
 - Timeline for Project completion
 - Photos showing current progress
- D. Submit a financial summary of how the grant funds were utilized upon completion of the Project
- E. Host a site visit(s) by NRPA and/or The Coca-Cola Company
- F. Incorporate into the Project some form of donor recognition via either a sign or structure in the space (e.g. branded bench, scoreboard, etc.) to be mutually agreed upon in advance
- G. Host special event(s) sponsored by The Coca-Cola Company at the Project location on a mutually agreed upon date(s). 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.
- H. Promote receipt of grant and success of Project through press release and ongoing social media

4. Promotion



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

5. 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 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. 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.

7. Term

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

**NATIONAL RECREATION AND
PARK ASSOCIATION**

**SAN ANTONIO PARKS AND
RECREATION DEPARTMENT**

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

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