



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated September 10, 2021 (Effective Date), is made between the **National Recreation and Park Association**, a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and the **City of Orlando Families, Parks & Recreation**, a provider of park, recreation, or community services in Orlando, FL (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of forty thousand dollars (\$40,000) (Grant Funds) made available to Grantee for the implementation of the project selected for grant funding (Project): Dr. James R. Smith Neighborhood Center Youth Sports Renovation.

Made possible through the support of The Walt Disney Company (Disney), NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support increased access to youth sports for children and families through both a park improvement project and Community Play Report.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this MOU in order to receive the Grant Funds as a grant recipient.

2. Project Funding

- A. Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check in the amount of forty thousand dollars (\$40,000).
- B. Grant Funds will be distributed by NRPA.
- C. No matching funds are required.

3. Grantee Requirements

Grantee will use the Grant Funds to:

- A. Implement a park improvement project at 1723 Bruton Boulevard, Orlando, FL 32805 in alignment with Grantee's proposal. Project must be complete by May 1, 2022
- B. Attend virtual orientation plus all peer-to-peer workshops (three virtual calls and in-person meeting).
- C. Participate in a one-hour midterm interview in January 2022 (no reporting required from grantee).
- D. Submit Final Report (includes Community Play Report) to NRPA by June 30, 2022.
 - Over the course of the grant period, grantee is required to: Promote the project locally through their communication channels and on social media.
 - Provide volunteer opportunities related to the project for community members, also providing opportunities for Disney VoluntEARS as requested in cities where Disney has an employee base.
 - Develop communication schedule with mentor agency and attend mentor meetings.
 - If selected, participate in pre- and post-workshop focus groups.

4. Promotion

NRPA and Disney 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. If the grantee's photo



release form does not cover promotional and other uses, NRPA can provide one upon request.

Grantee shall provide NRPA an opportunity to review and approve any statement, message or use of the Disney name and/or logo related to this grant or Project in advance of its release to the public. Grantees are not permitted to use the Disney name and/or logo in any way without written consent from Disney (secured through NRPA as aforementioned). **Any promotion, public announcement, or promotion relating to the Grant shall be subject to the prior review of Disney and NRPA.**

5. Limits of Liability

Neither NRPA, nor Disney, 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.

NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Grantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

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.

Notwithstanding the preceding, the parties acknowledge that the City is a governmental entity subject to the laws of the State of Florida and must comply with various laws regarding disclosure of public records, including but not limited to those contained in Chapter 119 of the Florida Statutes. Any disclosure of materials required by law by either party shall not be deemed a breach of this Agreement.

7. Term

This MOU shall be effective as of the Effective Date hereof and shall continue until June 30, 2022 (the "Term") in accordance with Section 11.

8. Use of Grant Funds

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.

All unspent or uncommitted Grant Funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.



The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- G. To travel to NRPA’s Annual Conference or any other conference travel.

9. Audit

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the “Records”) during the Term and for a period of seven (7) years thereafter (the “Audit Period”). NRPA and its assigns have the right to audit the Grantee’s financial records relating to this MOU upon not less than ten (10) business days’ advance written notice to Grantee by NRPA at any time during the Audit Period, at NRPA’s sole expense, during Grantee’s normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantee shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantee shall be barred from participation in any further programs. Grantee shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

10. Termination and Repayment

Either party may terminate this MOU at any time for any reason upon providing the other party thirty (30) calendar days’ written notice. Further, either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. In the event that this MOU is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

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.



11. Governing Law, Jurisdiction, Venue and Dispute Resolution

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the State of Florida, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the State of Florida and each party hereby irrevocably submits to the jurisdiction of such courts. The prevailing party in any action or litigation, including appeals, arising out of or related to this MOU shall be awarded its reasonable attorney’s fees and costs. Grantee agrees that NRPA would not have an adequate remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

12. No Agency

Each party and its officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

13. Notices

All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:
City of Orlando Families, Parks & Recreation
585 N Primrose Drive
Orlando, FL 32803
Attn: Denise Riccio
Email: denise.riccio@cityoforlando.net

If to NRPA, to:
National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148
Attn: Teresa Morrissey
Email: tmorrissey@nrpa.org



These parties have caused this MOU to be signed by their duly authorized representatives as of the last date set forth below.

National Recreation and Park Association

City of Orlando Families, Parks & Recreation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____