

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), issued June 30, 2015, is made between the **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 (hereinafter referred to as **NRPA**) and **the City of Orlando** a provider of park, recreation, or community services in Orlando, Florida (hereinafter referred to as **Grantee**).

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of funds made available to qualifying organizations for the construction, refurbishment or improvement of community gardens located in public parks and lands through the Grow Your Park program (hereinafter referred to as **Program**).

In collaboration with the Darden Restaurants, Inc. Foundation, NRPA is managing the 2015 Grow Your Park Program, including administration of this grant. Having been selected as a recipient of funding through the Program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

### 2. Project Funding

- A. Upon execution of this MOU, NRPA will send Grantee a check in the amount of **\$8,000**. These funds will be distributed by NRPA. No matching funds are required.
- B. Execution of this MOU is required within 30 days of the issue date above or the funds may be withheld.

### 3. Project Requirements

Grantee will:

- A. Donate or make available a portion of produce grown in the community garden at no cost to low-income individuals/families.
- B. Promote receipt of grant and success of funded project through social media.
- C. Submit grant reports and photos to NRPA as requested.
- D. Host, if requested, a half-day site visit by NRPA staff.
- E. If requested, provide Darden employee volunteer opportunities.

### 4. Release

NRPA and the Darden Restaurants, Inc. Foundation may use the Grantee and/or the Park name, photos, and/or information in connection with the project for the purpose of recognizing participation in and impacts of the Program, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

To the extent permitted by law, pursuant to Florida Statutes Sec. 768.28, Grantee agrees to release and hold harmless the National Recreation and Park Association, the Darden Restaurants, Inc. Foundation, their respective parents, subsidiaries, affiliates, and agents, and any agencies or other companies involved in the development or execution of the Program from and against any claim or cause of action arising out of participation in the Program or receipt, use or misuse of any funds provided through the Program.

### 5. Term

This MOU shall become effective on the date of execution and shall continue until April 30, 2016.

*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**

**CITY OF ORLANDO**

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

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