

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated **April X**, 2018 (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 the **City of Peoria**, a provider of park, recreation, or community services in Peoria, Arizona (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Nine Thousand Dollars (**\$9,000**) made available for the implementation of the Off the Couch program, an extension of the Commit to Health Program Grant.

This grant opportunity is the result of a partnership between NRPA and the University of Phoenix to inspire local park and recreation agencies to provide evidence-based nutrition education, and implement the Healthy Eating and Physical Activity (HEPA) standards to teen out-of-school time programs in parks and recreation. 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. Grant Requirements

- A. Expand a Commit to Health program within your park and recreation agency.
- B. Implement sustainable and creative strategies that focus on teens as the catalysts for change through the implementation of the (HEPA) standards.
- C. Participate in two check-in calls with NRPA staff throughout the grant period.
- D. Submit a final report by **August 31, 2018**, that includes the following information (a template will be furnished by NRPA):
 - Number of teens impacted
 - Number of total teens enrolled in OTC program
 - Number of teens impacted by the nutrition education curriculum
 - HEPA standards implementation-- successes and challenges
 - Success stories, best practices and challenges from the program
 - Photos and documentation of the program
- E. Funds will be distributed by NRPA. No matching funds are required.

3. Promotion

NRPA and the University of Phoenix may use the Grantee and/or park names, photos, and/or information in connection with the program for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

4. Limits of Liability

NRPA and the University of Phoenix or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall not be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this program hereunder.

5. 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.

6. Term

The term of this MOU will commence on the Effective Date and shall continue until September 30, 2018.

7. Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in Section 2. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

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 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. 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;
- D.** Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- E.** To promote or engage in 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.
- F.** To travel to NRPA's Annual Conference or any other conference travel, without prior written approval of Grantor.

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 Description.

8. Audit

NRPA has the right to audit the grantee's financial records relating to this MOU. Grantee should maintain their financial receipts and must make the records available at any time as requested by NRPA. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this grant,



the grantee may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, the grantee may be barred from participation in any further programs.

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.

Upon receipt of this signed form and your agency's W-9 a check will be issued for your grant funds.

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 PEORIA

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

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