

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated July 14, 2017 (Effective Date), is made between **National Recreation and Park Association**, a New York-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Peoria**, a provider of park, recreation, or community services in Peoria, Illinois (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 Grantee for the implementation of the agreed upon Peoria GreenSplash (Project).

Made possible through the support of American Water Charitable Foundation, NRPA is managing the administration of the Building Better Communities Grant Program (Program). Grants made through this Program are intended to:

- Create opportunities for nature-based play in local parks
- Educate people about the environment, particularly water resource stewardship
- Encourage community and American Water employee volunteerism

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. 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**)
- B. Funds will be distributed by NRPA
- C. No matching funds are required

### 3. Grantee Requirements

Grantee will:

- A. Build, renovate or improve play space(s) at Peoria District 150 Public Schools Land, in alignment with Grantee's attached proposal.
- B. Complete Project by July 30, 2018
- C. Submit monthly reports to NRPA, including:
  - Summary of the Project status
  - Changes to the budget
  - Records of public outreach and press coverage
  - Update on American Water employee and community engagement events
  - Timeline for planned Project completion and recognition
  - Photos showing current progress
- D. Submit quarterly reports (dates provided by NRPA 1 month ahead of time), including:
  - Brief one paragraph summary of activities
  - 5-6 pictures documenting activities
- E. Host a site visit(s) for NRPA and/or American Water Charitable Foundation
- F. Host event(s) for volunteer days including American Water employees and the community that contribute to the Project through hands-on activities as well as for project milestones like the groundbreaking and grand opening
- G. Install permanent signage recognizing American Water Charitable Foundation's donation, to be mutually agreed upon and approved in advance

- H. Promote receipt of grant and success of Project through press release, on-site dedication event, and ongoing social media
- I. Submit a final report (template provided by NRPA) explaining the success of the project and how the grant funds were utilized upon completion of the project

#### **4. Promotion**

NRPA and American Water Charitable Foundation 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 Program, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

In all public statements concerning the grant or Program, the grantor shall be recognized as “American Water Charitable Foundation”. Whenever possible, recognition should also be provided to “National Recreation and Park Association”.

Grantee shall provide NRPA an opportunity to review any statement, message or use of grantor logo related to this grant or Project in advance of its release to the public.

#### **5. Limits of Liability**

Neither NRPA, nor American Water Charitable Foundation 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.

#### **7. Term**

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

#### **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.*

**NATIONAL RECREATION AND  
PARK ASSOCIATION**

**CITY OF PEORIA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_