

MINI PITCH PROGRAM
GRANT AGREEMENT – FISCAL YEAR 2023

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of April 15, 2022 (“Effective Date”), the United States Soccer Federation Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **City of Saint Paul**, (“Grantee”) **FY23-705**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**
Attn: Grants Department
1140 Connecticut Ave. NW, Suite 1200
Washington, DC 20036

Grantee: **City of Saint Paul**
Parks & Recreation Department
Attn: Gina Stokes
City Hall Annex
Saint Paul, MN, 55102
2. **Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$100,000**.
3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities in urban areas, this Grant will provide the Mini Pitch at the property of **Valley Park** (the “Grant Project”).
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by May 15, 2022.
5. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
 - (a) Grantee shall provide a new asphalt or concrete slab, minimum size of 90’ in length by 54’ in width, at the property of Valley Park, by June 1, 2022. Grantee will work with Foundation and its Vendor on the appropriate specifications for such work, inclusive of completing electrical work necessary to power the Mini Pitch lighting.
 - (b) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
 - (c) In preparation for the Mini Pitch installation, Grantee will provide necessary access for the Foundation’s Vendor, which includes, but is not limited to: identification and communication of underground utilities or other access issues related to the Vendor’s ability to access the Mini Pitch location via forklift, temporary removal of chain link fencing, and providing access for freight truck delivery. Additionally, Grantee will complete electrical work to provide power to the Mini Pitch within 3 months of the installation completion, if not completed prior to the installation start date.

Should Grantee fail to provide such access and information, especially as it relates to underground utilities, the Foundation and Vendor shall not be responsible for damage caused by Vendor due to lack of such information.

- (d) Upon completion, the Mini Pitch will be maintained in accordance with Vendors' recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch following its completion.
- (e) Grantee presently owns or is currently tenant to an appropriate long-term lease of, the property on which the Mini Pitch will be installed. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.
- (f) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation regarding the Grant Project are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.

7. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the use of the Grant and the Grant Project.

8. **Grantee Reports:**

- a. **Impact Reports:** Following completion of the Mini Pitch, Grantee shall provide to Foundation a written report, which is created and distributed by the Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, no later than December 1, for three (3) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
- b. **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
- c. **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area. All "before" photos shall be submitted no later than 10 days following the Effective Date of this Agreement. All "after" photos shall be submitted no later than 10 days following the grand opening of the Mini Pitch.

9. Publicity Material and Recognition:

- a. Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
- b. The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
- c. Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation. In order to assist Grantee, the Foundation will provide copies of the Foundation's logo(s) and a standard press release for Grantee to share with local media.

10. Awareness Opportunities: Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), or that of its funding partners, on the surface of the completed Mini Pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install wind screens and/or signs/banners on the premises on which the Mini Pitch is built, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

- 11. Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
- 12. Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
- 13. Indemnification:** Each party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives, and agents actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person's use of the Mini Pitch, whether authorized or unauthorized, proper, or improper, and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of Grantee, its employees, representatives, and agents will be governed by Minn. Stat. § 466 and other applicable law.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

14. Insurance Requirements:

- (a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, relevant self-insurance which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement.

Upon request from the Foundation, Grantee shall provide Foundation with proof of insurance confirming that the appropriate insurance is in place.

15. **Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
16. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.
17. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the state of Minnesota, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
18. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
19. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice
20. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
21. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

City of Saint Paul

U.S. Soccer Foundation

By: _____
Tom Russell
Interim Director, Parks and Recreation

By: _____
Rob Kaler, COO & General Counsel

By: _____
John McCarthy, Office of Financial Services

By: _____
Jaime Tincher, Mayor's Office

Approved as to Form:

By: _____
Sarah Sullivan, Assistant City Attorney

ATTACHMENT A

