



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into as of the date of the last signature affixed hereto (Effective Date), is made between National Recreation and Park Association, Incorporated, a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 ("NRPA" or "Grantor") and the City of St. Paul, through its Department of Parks and Recreation, a provider of park, recreation, or community services located at 1500 Rice Street, Saint Paul, MN 55117 ("Grantee").

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the Grantee's acceptance of in-kind training from the Center for Healing and Justice Through Sport (CHJS), plus the use of three thousand five hundred dollars (\$3,500). ("Grant Funds") made available to the Grantee to support training implementation ("Project").

Made possible, in part, through the support of the Susan Crown Exchange, NRPA is managing the administration of the grant program ("Program"). Grants made through this Program are intended to ensure park and recreation staff and volunteers working with young people have the skills, knowledge and confidence to support positive youth development.

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 and participate in this Project.

### 2. Project Funding

In compensation for services rendered pursuant to this Agreement, grantee shall be paid a total of \$3,500 over the full grant period. Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check or wire transfer in the amount of three thousand five hundred dollars (\$3,500). Grants funds will be distributed by NRPA, no matching funds are required, and it is expressly understood that the NRPA has no obligation to provide additional support or funds to the Subgrantee for this Project or any other project of purposes.

### 3. Grantee Project Requirements

Grantee will implement the Project in alignment with the guidelines below:

- A. Based on the number proposed in the Grantee's original application, the Grantee will strive to train 500 staff, coaches and volunteers working with youth in partnership with CHJS.
  - The Grantee will receive in-person training from CHJS.
  - NRPA will collaborate with the Grantee to encourage participation in training.
  - The Grantee will commit to providing regular updates on progress toward the target reach number.
- B. Grantee will partner with NRPA and CHJS to coordinate training sessions.
  - Grantee has identified **Courtney John, Community Recreation Director** [courtney.john@ci.stpaul.mn.us](mailto:courtney.john@ci.stpaul.mn.us) as the point of contact for this project.
  - Grantee and CHJS will agree on the number of training sessions.
- C. Grantee will cooperate with NRPA's evaluation efforts to track the reach and impact of the grant.
  - These efforts may include but are not limited to supporting the collection of complete and accurate information from training participants, assisting with the organization/completion of interviews/focus groups, responding to surveys gauging training impact on participants, and submitting final reports.
- D. Grantee will participate in an NRPA-led virtual learning community.



E. Grantee will complete training by December 31, 2024.

#### **4. Promotion**

NRPA and the Susan Crown Exchange may use Grantee's name 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.

NRPA also grants Grantee a limited, non-exclusive, and royalty-free license to use NRPA's name, trademark, logos, and other identifying marks ("Licensed Marks") for promotional or other purposes associated with the Project, unless prohibited by law. NRPA shall have the right to review and approve the use of the Licensed Marks, as well as any and all related promotional and advertising material, in order to ensure that the use of the Licensed Marks meets NRPA's quality assurance standards.

NRPA will provide Grantee with a marketing toolkit with pre-approved messaging, press release template, and logos. Any statement, message, announcement or use of Susan Crown Exchange's logo related to this grant or Project used by the Grantee that is not included in the marketing toolkit must be provided to NRPA and approved by NRPA in advance of its release to the public.

All Parties shall retain all title, ownership, rights, and intellectual property rights in their own respective marks, logos, content, materials, tools and intellectual property. Under no circumstance will any Party to this MOU use another Party's Licensed Marks in a false, misleading, or disparaging manner. Upon completion of the Project, Parties shall, at their own expense, return all copies Licensed Marks to their respective owners beyond what is necessary for record-keeping purposes.

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

To the fullest extent permitted by applicable law, Grantee hereby release the Susan Crown Exchange and NRPA, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the "Support Parties"), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds. Grantee further waives any right to sue or bring any action of any kind against the Support Parties relating to or arising out of the Project or the use of the Grant Funds. This limitation of liability shall apply whether the Support Parties' liability arises due to breach of contract, breach of warranty, or as a result of tortious conduct, including, but not limited to, negligence (of any kind), strict liability, statutory liability, or any other causes of action.

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.

Each party shall be responsible for its own acts and/or omissions and shall not be responsible for the acts and/or omissions of the other party. Any liability off the Grantee shall be governed by Minnesota Statutes Chapter 466 and other applicable law.

#### **6. Indemnification**



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To the fullest extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless the Support Parties from any and all causes of action, suits, settlements, judgments, liens, indebtedness, damages, losses, costs, expenses, fees (including attorney's fees and costs), penalties, claims, claims for relief, liabilities and demands of every kind, nature, and character (collectively, "Claims") relating to or arising out of: (i) Grantees' involvement in the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management of the

Project; (ii) any failure by Grantees to comply with any applicable laws, rules and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) Grantee's negligence, misconduct, or malfeasance of Grantee or

their agents or representatives; or (iv) any breach by Grantee of any agreement involving the Project or the use of the Grant Funds. In no event shall the Support Parties be liable for any punitive, exemplary, special, incidental, indirect or consequential damages of any kind (including, but not limited to loss of profits, loss of reputation and/or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship and/or dealings between the parties, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise. In such cases where Subgrantee's obligation to indemnify may be limited due to the requirements of federal, state, or local laws, Subgrantee shall be responsible for the ordinary negligent acts and omissions of Subgrantee's agents and employees causing harm to persons not a Party to this MOU.

## **7. 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. The receiving party shall: when permitting by applicable law (i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU. Nothing in this language shall be interpreted to limit the Grantee's ability to comply fully with the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13. If any term in this Agreement is found to conflict with the Minnesota Data Practices Act, the Data Practices Act shall control.

## **8. Term**

This MOU shall be effective as of the Effective Date hereof and shall continue until December 31, 2024 (the "Term") in accordance with Section 11.

## **9. 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 Grantees agree 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 Grantees 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 without written approval from Grantor.

## **10. 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 Grantees' financial records relating to this MOU upon not less than ten (10) business days' advance written notice to Grantees 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 Grantees 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 Grantees shall be barred from participation in any further programs. Grantees shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

## **11. Termination and Repayment**

Any 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.

None of the Parties 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.

#### **12. Compliance with Laws.**

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the Grant Funds, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the Grant Funds and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to or any such investigation, action, litigation, or disciplinary proceeding.

#### **13. 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 Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Notwithstanding the foregoing, this governing law and venue provision shall not apply to a Grantee that is a state or public institution and afforded government immunities under applicable state law. 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 Minnesota and each party hereby irrevocably submits to the jurisdiction of such courts.

#### **14. No Agency; Relationship of the Parties**

Each party and their respective 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.

#### **15. 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)



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or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:

St. Paul Parks and Recreation

1500 Rice Street

Saint Paul, MN 55117

Attn: Courtney John

Email: [Courtney.John@ci.stpaul.mn.us](mailto:Courtney.John@ci.stpaul.mn.us)

If to NRPA, to:

National Recreation and Park Association

22377 Belmont Ridge Road

Ashburn, VA 20148

Attn: Teresa Morrissey

Email: [tmorrissey@nrpa.org](mailto:tmorrissey@nrpa.org)

#### **16. Entire Agreement.**

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Grant purpose and Project in any manner whatsoever. Each party to this MOU acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding. Any modification of this MOU will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this MOU, including the Project, must be approved in writing by all the parties. This MOU and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this MOU. The section headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

#### **17. Severability.**

If any term, covenant, or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this MOU shall be valid and enforced to the fullest extent permitted by law.



*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 St. Paul, Parks & Recreation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to Form:

\_\_\_\_\_

Assistant City Attorney



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**Center for Healing and Justice Through Sport**

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

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

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

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