

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated June 25, 2021 (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 **the Lexington-Fayette Urban County Government**, an urban county government pursuant to KRS Chapter 67A with a mailing address of 200 East Main Street Lexington, Kentucky 40507 (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Two Hundred Fifty Thousand Dollars (**\$250,000**) made available to Grantee for the implementation of the agreed upon public park improvements (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 water-experience and/or 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 Two Hundred Fifty Thousand Dollars (**\$250,000**)
- 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 Charles Young Park, in alignment with Grantee's attached proposal.
- B. Complete Project by August 31, 2022.
- 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 and environmental education, 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 made by the Grantee 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”.

Grantor agrees that all local level press releases, announcements or other public promotions of the overall project, beyond the scope of work funded by this MOU, may also include language consistent with any requirements for press releases as specified in other grant agreements to which the Grantee is a party, and that the inclusion of language required by other grant agreements is not a breach of this agreement.

The Grantee may make public statements regarding the grant, including the identity of Grantor and American Water Charitable Foundation and the total amount of the grant, provided that any such statements and use of grantor logos related to this grant have been approved in advance in writing by Grantor.

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. Nothing in this section is intended to restrict Lexington-Fayette Urban County Government's compliance with the Kentucky Open Records Act.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until July 31, 2021.

8. Use of Grant Funds

The Grantee shall use the full amount of the grant 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 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.
- D. 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;
- E. 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
- F. 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.

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.

9. 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.

10. 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 LEXINGTON

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

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