



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated April 6, 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 Fayetteville, a municipal corporation organized and existing under the laws of the State of North Carolina, by and through Fayetteville Cumberland Parks and Recreation**, a provider of park, recreation, or community services in Fayetteville, North Carolina (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Twenty Five Thousand (\$25,000) made available for the implementation of the Healthy Out-of-School Time Program Grant.

This grant opportunity is the result of a partnership between NRPA and the Walmart Foundation to increase the number of healthy meals served to children during out-of-school times, provide evidence-based nutrition education to children and families, and implement healthy eating and physical activity standards. 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

1. Direct grant funds to:
 - a. Increase the number of healthy meals children receive through the Summer Food Service Program (SFSP), the Child and Adult Care Food Program (CACFP) or the National School Lunch Program (NSLP) during out-of-school times;
 - b. Provide evidence-based nutrition literacy to children and families that creates behavior change, including increased consumption of fruits and vegetables; and
 - c. Implement healthy living practices and policies aligned with the evidence-based healthy eating and physical activity standards that increase access to healthier foods and support a healthy environment.
2. Provide a copy of your agency's W-9 along with this signed MOU by **May 15, 2018**
3. Complete the following items by **May 15, 2018**. No grant funds will be disbursed until each of these items are complete.
 - a. Register your out-of-school time sites for NRPA's Commit to Health initiative and complete the Alliance for a Healthier Generation's Healthy Out-of-School Time Assessment and Action Plan for **each of your out-of-school time sites** where you plan to implement the HEPA standards. The assessment and action plan will be updated at the end of the grant period.
 - b. Submit an updated program budget on the provided template.
4. At least one representative of your agency must:
 - a. Attend a mandatory virtual training on **April 26, 2018** from 12 p.m.-4:00 p.m. EST (it is recommended that several staff members join this training and you watch as a group).



5. Implement the Foods of the Month nutrition literacy curriculum in your out-of-school time sites in the summer and fall of 2018.
6. Participate in quarterly webinar opportunities and one Sustainability Action Planning training in the fall of 2018.
7. If selected, participate in an evaluation of the grant activities to include administering surveys pre- and post-program to children and staff, conducting focus groups and hosting a site visit for NRPA staff and local stakeholders.
8. Utilize NRPA's social media toolkit to promote grant throughout the year—this includes a template for a press release, social media posts and connections to local media.
9. If requested, participate in occasional conference calls with NRPA and other grantees.
10. If requested, participate in a phone interview with NRPA and consultants to share information on successes, challenges and lessons learned.
11. Share success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the grant period.
12. Submit a brief interim report by **July 15, 2018** and a final report by **January 10, 2019** (a template will be furnished by NRPA).
13. All funds will be distributed by NRPA. No matching funds are required.

TIMELINE OF GRANT ACTIVITIES

Activity	Date of Completion
Provide a copy of your agency's W-9 and signed MOU	May 15, 2018
Attend a mandatory virtual training from 12pm-4:00pm EST	April 26, 2018
Complete NRPA's Commit to Health registration of sites; Healthy Out-of-School Time Assessment and Action plan for each individual out-of-school time site	May 15, 2018
Submit an updated program budget on the provided template	May 15, 2018
Submit a final report to NRPA	January 9, 2019

3. Promotion

NRPA 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 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 except for liability arising from NRPA's intentionally tortious conduct or gross negligence.



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 February 28, 2019.

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 reasonable 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 minus **\$5,000** that will be distributed at the end of the grant period following completion of all grant activities.

10. E-Verify Grantor acknowledges that "E-Verify" is the federal E Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Grantor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS SS64-26(a). Grantor pledges, attests and warrants through execution of this contract that Grantor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Grantor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

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 Fayetteville

Rebecca Wickline

By: _____

By: _____

Printed Name: Rebecca Wickline

Printed Name: _____

Title: Senior VP of Development

City Clerk: _____



Date: May 30, 2018

Date: _____

EIN: _____