

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated July 16, 2018 (Effective Date), is made between **National Recreation and Park Association** (Grantor), a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **Corpus Christi Parks & Recreation Department**, a provider of park, recreation, or community services in **Corpus Christi, Texas** with a mailing address of P.O. Box 9277, Corpus Christi, TX 78469 (Grantee).

### **Purpose**

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Fifteen Thousand Dollars (\$15,000) made available to Grantee for the implementation of the activities outlined in the Conserve Our Parks CITGO Service Days agreement (Attachment 1).

Through the support of CITGO Petroleum Corporation, Grantor is managing the administration of this grant. Having been selected as a recipient of funding, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

### **1. Grant Funds and Requirements**

Upon signing of this MOU, Grantor will mail Grantee a check in the amount of Seven Thousand Five Dollars (\$7,500), and an additional Seven Thousand Five Hundred (\$7,500) will be issued in February 2019 for participation in the Conserve Our Parks CITGO Service Days, as outlined in Attachment 1. The Grantee will provide the Grantor with reports consistent with the established reporting schedule, with reports due in October 2018, January 2019, April 2019, June 2019.

### **2. Promotion**

Grantor and its designees may use the Grantee and/or park names, photos, and/or information in connection with this grant for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

**The Grantee may make public statements regarding the grant, including the identity of Grantor and CITGO Petroleum Corporation and the total amount of the grant, provided that any such statements have been approved in advance in writing by Grantor.** Such information may be used by the Grantee in its efforts to solicit additional contributions for the Project and for general information purposes.

### **3. Limits of Liability**

Neither Grantor, nor CITGO Petroleum Corporation 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.

### **4. 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.

### **5. Term**

The term of this MOU will commence on the Effective Date and shall continue until completion of grant activities (after Grantee submits its final report to NRPA).

## 6. 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.

## 7. 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.

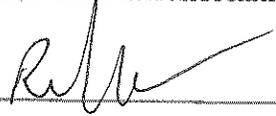
## 8. Termination

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**

By: 

Printed Name: Rebecca Wickline

Title: Senior VP, Development

Date: 7/24/18

**City of Corpus Christi Parks & Recreation Dept.**

By: 

Printed Name: E. Jay Ellington

Title: Director, Parks & Recreation

Date: 7/23/18

**Attachment 1**  
**National Recreation and Park Association (NRPA) and Agency**  
**Agreement**  
**SCOPE OF WORK**

Purpose: The following scope of work outlines the roles and responsibilities that each organization agrees to complete as part of the attached agreement. Under this scope, the agency will partner with NRPA to facilitate 3 volunteer service events within their park system that will engage a minimum of 25 people at each, for a total of at least 75 volunteers. Volunteer days must take place between July 2018-May 2019.

**Section 1. Activities**

The agency agrees to complete the following:

Activity	Target Date
1. Participate in a kick off call and attend a online training facilitated by NRPA	July-August 2018
2. Work with NRPA to identify appropriate volunteer projects that fit the needs of all stakeholders	July-August 2018
3. Participate in regular planning calls with all partners	Ongoing
4. Provide staff support and volunteer leadership during both project planning and event day/s	Ongoing
5. Supply all needed tools, equipment and project specific materials (including gloves for volunteers) to complete service day activities	At events
6. Host 3 volunteer service events at sites within your park system that are at least 3 hours each	July 2018- May 2019
7. Recruit volunteers from the local community, a minimum of 25 people for each site and a total of at least 75	ongoing
8. Promote the events and partnership through various communication channels and outreach using the provided toolkit	ongoing
9. Provide refreshments for each event (Meals may be necessary depending on timing and expectations for event)	At events
10. Provide opportunity for CITGO staff to address and engage with the volunteers if requested	At event
11. Display co-branded event signage and materials provided by NRPA during event and acknowledge CITGO's support in any remarks and/or promotion	At events
12. Document the project by collecting photos, videos, quotes and stories during volunteer service events	ongoing
13. Collect and document impact metrics of volunteer activities using provided template	ongoing

14. Submit progress reports to NRPA using provided templates	October 2018, January 2019, April 2019, June 2019
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NRPA agrees to complete the following:

Activity	Target Date
1. Host a kick off call and facilitate event training webinar to park agency staff ensuring event success and support.	July-August 2018
2. Work with all stakeholders to select the three event sites and activities that will fit everyone's needs.	July-August 2018
3. NRPA staff will conduct calls with host agency and appropriate regional corporate partner to ensure event logistics and outcomes are met	ongoing
4. NRPA will provide a marketing tool kit to host agencies that contains sample press release, talking points/shared messaging, and sample social media posts. In addition to the agency's local release NRPA will also issue a national release.	August 2018
5. Manage communications between all partners, including facilitating introductions between regional CITGO and local park staff	ongoing
6. Design, produce and ship co-branded event signage and materials to be used on-site during local events	At events

## Section 2. Joint ongoing activities

- NRPA will hold regular check-in calls/meetings with agency staff bimonthly to discuss activities related to this SOW.