



EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated February 14, 2019 (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 **City of Gahanna Department of Parks & Recreation**, a provider of park, recreation, or community services in Gahanna, Ohio (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Eighty-Six Thousand, Nine Hundred Fifty-Six Dollars (**\$86,956**) made available to Grantee for the implementation of the agreed upon public park improvement (Project).

Made possible through the support of Niagara Bottling, NRPA is managing the administration of this grant (Grant). This Grant is intended to:

- Support the local community through a park improvement project
- Encourage Niagara Bottling employee volunteerism

Having been selected as a recipient of funding through this Grant, 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 Eighty-Six Thousand, Nine Hundred Fifty-Six Dollars (**\$86,956**)
- B. Funds will be distributed by NRPA
- C. No matching funds are required

3. Grantee Requirements

Grantee will:

- A. Improve play space at McCutcheon Road Park, in alignment with Grantee's proposal and as listed below (Project):

Description of improvements: McCutcheon Road Park is in need of walking paths that will connect amenities throughout the park, including picnic shelters, play equipment, and sports courts. The McCutcheon Road area of Gahanna is the only area identified in Gahanna as not having a recreational park in the park master plan and is void of recreational amenities within this community. Improvements to this playground and park will ensure that every child has the opportunity to enjoy a day at the park with their family, by providing a space that is accessible to both children and adults and to help encourage an active lifestyle in youth and promotes physical fitness for children and adults alike.
- B. Complete Project by October 31, 2019
- C. Provide opportunity for recognition of Niagara Bottling during a celebration event, to be mutually agreed upon in advance
- D. Submit information to NRPA, as requested, including:
 - Summary of the Project status
 - Photos showing current progress
 - Timeline for planned Project completion and recognition
 - Examples of public outreach and press coverage



- Update on Niagara Bottling employee and community engagement in Project
- E. Host a site visit(s) by NRPA and/or Niagara Bottling, if requested
- F. Provide opportunities for Niagara Bottling employees to contribute to the Project through hands-on activities, to be mutually agreed upon in advance
- G. Install signage at the site recognizing Niagara Bottling's donation, to be mutually agreed upon in advance
- H. Promote receipt of grant and success of Project through press release, on-site dedication event, and social media
- I. Submit a financial summary of how the grant funds were utilized upon completion of the Project

4. Promotion

NRPA and Niagara Bottling 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 Grant, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

Grantee shall provide NRPA an opportunity to review any statement, message or use of grantor logo related to this grant or Project in advance of its release to the public.

5. Release and Waiver

To the fullest extent permitted by applicable law, Grantee hereby releases Niagara Bottling and NRPA, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (Support Parties), from any liability whatsoever relating to or arising out of the Project or the use of the Grant. 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.

6. Indemnification

To the fullest extent permitted by applicable law, Grantee shall indemnify, hold harmless and assume the defense of the Support Parties from and against any claim, loss, damage, suit, expense or other liability, including attorneys' fees, arising out of or relating to the Project or the use of the Grant.

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. Confidential information shall not be disclosed to non-party personnel.

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 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. Term

The term of this MOU will commence on the Effective Date and shall continue until October 31, 2019.



10. Termination and Repayment

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 thirty (30) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Grantee shall be required to repay the Grant (either in full or in part, as set forth below) to NRPA in any of the following circumstances, as follows:

- A. In the event work on the Project is terminated or discontinued for any reason, or in the event work on the Project is suspended without just cause for a period of thirty (30) consecutive days or more, then Grantee shall promptly repay to NRPA any portion of the Grant not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination, discontinuance or suspension.
- B. In the event any portion of the Grant is not spent by Grantee in accordance with the terms and conditions hereof during, or remains unspent as of the expiration of, the Term, or such other end date as the parties shall subsequently agree upon in writing, the Grantee shall repay such amounts to NRPA within thirty (30) days following the expiration of the Term.
- C. In the event Grantee fails to satisfy, or materially breaches, any of the terms and conditions of this MOU, Grantee shall, upon demand by NRPA, promptly repay the full amount of the Grant to NRPA.

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 GAHANNA DEPARTMENT OF
PARKS AND RECREATION**

By: Rebecca Wickline
Printed Name: Rebecca Wickline
Title: Senior Vice President, Development
Date: 2/14/19

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