



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated April 3, 2017 (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 **Fort Lauderdale Parks and Recreation Department** a provider of park, recreation, or community services in Fort Lauderdale, FL (Grantee).

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Twenty Five Thousand (**\$25000**) 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 in low-income communities, provide evidence-based nutrition education, implement the Healthy Eating and Physical Activity (HEPA) standards, and reduce food waste in park and recreation out-of-school time programs. 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 in low-income communities receive through the Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) or the National School Lunch Program (NSLP) at park and recreation sites during out-of-school times.
  - b. Provide nutrition literacy to children and families that creates behavior change by teaching the importance of healthy eating.
  - c. Implement nutrition and physical activity standards that increase access to healthier foods and increase opportunities for physical activity.
  - d. Implement meal and program efficiencies that increase community sustainability.
2. Provide a copy of your agency's W-9 along with this signed MOU by **May 1, 2017**.
3. Complete the following items by **May 15, 2017**. 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. Watch the pre-recorded grantee requirement training that outlines grantee responsibilities by **April 15, 2017**.



- b. Attend a mandatory virtual training on **May 4, 2017** from 12pm-4:30pm EST (it is recommended that several staff members join this training and you watch as a group).
  - c. Attend a mandatory in-person training on **September 25, 2017** in New Orleans (\$1200 from your budget is designated for this training).
5. Implement the Foods of the Month nutrition literacy curriculum in your out-of-school time sites in the summer and fall of 2017.
6. 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.
7. 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.
8. If requested, participate in occasional conference calls with NRPA and other grantees.
9. If requested, participate in a phone interview with NRPA and consultants to share information on successes, challenges and lessons learned.
10. Share success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the grant period.
11. Submit a final report by **January 12, 2018** (a template will be furnished by NRPA).
12. All funds will be distributed by NRPA. No matching funds are required.

#### **TIMELINE OF GRANT ACTIVITIES**

<b>Activity</b>	<b>Date of Completion</b>
Watch the grantee requirement training video that outlines responsibilities	April 15, 2017
Provide a copy of your agency's W-9 and signed MOU	May 1, 2017
Attend a mandatory virtual training from 12pm-4:30pm EST	May 4, 2017
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, 2017
Submit an updated program budget on the provided template	May 15, 2017
Attend a mandatory in-person training in New Orleans	September 25, 2017
Submit a final report to NRPA	January 12, 2018

### **3. Promotion**

NRPA and the Walmart Foundation 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 the Walmart Foundation or 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.

#### **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 information that is confidential under Florida law, 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, 2018.

#### **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 and excluding the \$1200 of grant funds to be used for attending the pre-conference training.

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. 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.

*These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth below.*

**National Recreation and  
Department  
Park Association**

**Fort Lauderdale Parks and Recreation**

By: Rebecca Wickline

By: See page 5

Printed Name: Rebecca Wickline

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

Title: Senior VP of Development

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

Date: April 3, 2017

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

EIN: \_\_\_\_\_

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

\_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
Candace Duff  
Assistant City Attorney