

INTRODUCED: September 11, 2023

AN ORDINANCE No. 2023-246

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$70,000.00 from the National Recreation and Park Association, Incorporated, to amend the Fiscal Year 2023-2024 Special Fund Budget by creating a new special fund for the Department of Parks, Recreation and Community Facilities called the Grant – Mentoring Opportunities for Youth Initiative, and to appropriate the increase to the Fiscal Year 2023-2024 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Parks, Recreation and Community Facilities’ Grant – Mentoring Opportunities for Youth Initiative by \$70,000.00, for the purpose of providing services to youth impacted by and at risk for substance misuse.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 25 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept funds in the amount of \$70,000.00 from the National Recreation and Park Association, Incorporated for the purpose of providing services to youth impacted by and at risk for substance misuse.

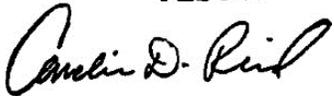
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 25 2023 REJECTED: _____ STRICKEN: _____

§ 2. That Article I, Section 2 of Ordinance No. 2023-071, adopted May 8, 2023, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, and made appropriations pursuant thereto, be and is hereby amended by creating a new special fund for the Department of Parks, Recreation and Community Facilities called the Grant – Mentoring Opportunities for Youth Initiative for the purpose of providing services to youth impacted by and at risk for substance misuse.

§ 3. That the funds received from the National Recreation and Park Association, Incorporated are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, by increasing estimated revenues by \$70,000.00, increasing the amount appropriated for expenditures by \$70,000.00, and allotting to the Department of Parks, Recreation and Community Facilities’ Grant – Mentoring Opportunities for Youth Initiative the sum of \$70,000.00, for the purpose of providing services to youth impacted by and at risk for substance misuse.

§ 4. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:
TESTE:

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1328

File ID: Admin-2023-1328	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 08/22/2023
Subject:	Final Action:	
Title:		

Internal Notes:

Code Sections:

Agenda Date: 09/11/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: NRA Grant Award Notice.pdf, NRPA Grant MOU Approved as to Form 8.15.23.pdf, Ord. No 2021-269 - Gun Violence Prevention.pdf

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/23/2023	Chris Frelke	Approve	8/24/2023
1	2	8/26/2023	Traci DeShazor	Approve	8/25/2023
1	3	8/26/2023	Jason May	Delegated	
Notes: Delegated: Out Of Office					
1	4	8/27/2023	Lauren Kirk	Approve	8/30/2023
1	5	9/1/2023	Sheila White	Approve	8/30/2023
1	6	9/5/2023	Sabrina Joy-Hogg	Approve	9/5/2023
1	7	9/7/2023	Lincoln Saunders	Approve	9/7/2023
1	8	9/7/2023	Mayor Stoney	Approve	9/11/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
-----------------------	---------------------	--------------	----------------	-----------------	------------------	-------------------------	----------------

Text of Legislative File Admin-2023-1328

City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: August 9, 2023 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO - Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Jason May, Director of Budget and Strategic Planning

THROUGH: Traci DeShazor, DCAO - Human Services

FROM: Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

RE: **National Recreation and Park Association Grant - Mentoring Opportunities for Youth Initiative (provides mentoring services for youth impacted by and at risk for substance misuse)**

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept and appropriate a grant in the amount of \$70,000.00 from the National Recreation and Park Association (NRPA) for the implementation of a Mentoring Opportunities for Youth Initiative that provides mentoring services for youth impacted by and at risk for substance misuse in the City of Richmond.

REASON: The City of Richmond Department of Parks, Recreation and Community Facilities (PRCF) is seeking approval to receive a grant award in the amount of \$70,000.00 to expand the City of Richmond's "We Matter Program" which focuses on youth that have been impacted by gun violence. These grant funds will help provide additional services to participants that have been impacted by and

are at risk for substance misuse whether in the home or in their community. Over the next two years, the funds awarded will be used to implement a specific mentorship program for impacted youth. The mentorship program will provide exposure and experiences for these participants outside of their impacted neighborhoods to include, but not be limited to, social emotional learning, academic support, recreational activities, and field trips.

RECOMMENDATION: Approval is recommended by City Administration

BACKGROUND: The high rate of gun violence in the city has propelled PRCF to identify ways to reduce the rate of gun violence amongst our teen population. The “We Matter Program” is designed to engage participants during the window of time when youth are most likely to engage in or be a victim of gun violence. We Matter RVA provides culturally responsive and age-appropriate recreation programming through PRCF, while also normalizing and lowering the barrier to entry for mental health support. Mental health partners, in coordination with PRCF, have created a comprehensive social-emotional learning curriculum that ensures participants are engaging in interesting and fun activities that help them build CDC protective factors against youth and gun violence. Participants in We Matter RVA benefit from the following: safe, supervised after school programming three days each week, with a daily meal and snack. Recreational activities designed by PRCF staff expose youth to new and creative recreation opportunities and help youth develop important skills and mindsets to prepare them for future employment. These skills include, financial literacy, completing paperwork, meeting basic employment expectations, resume writing, and interview preparation. Additionally, PRCF has developed mental and behavioral initiatives to help build life skills such as decision-making, goalsetting, and conflict resolution. The acceptance of these grant funds will help build upon what PRCF is already doing by providing additional services to those youth impacted by and at risk for substance misuse.

FISCAL IMPACT / COST: The total amount to be received from NRPA is \$70,000.00

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: Yes, to amend the Fiscal Year 2023-2024 Special Fund Budget by creating a new special fund line item for Parks, Recreation and Community Facilities called National Recreation and Park Association Grant - Mentoring Opportunities for Youth Initiative, by increasing estimated revenues by \$70,000 and increasing the amount appropriated for expenditures by \$70,000.

REVENUE TO CITY: \$70,000.00

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 11, 2023

CITY COUNCIL PUBLIC HEARING DATE: September 25, 2023

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development
(September 21, 2023)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Parks, Recreation and Community Facilities;
Department of Budget and Strategic Planning; Department of Finance; Department of Human Services

RELATIONSHIP TO EXISTING ORD. OR RES.: 2021-269

REQUIRED CHANGES TO WORK PROGRAM(S):

ATTACHMENTS: Grant Award Letter
MOU between National Recreation and Park Association, Incorporated and
City of Richmond

STAFF: Deborah Morton, Deputy Director, PRCF - (804-646-5714)

Morton, Deborah E. - DPR

From: Morton, Deborah E. - DPR
Sent: Friday, August 11, 2023 10:13 AM
To: Ramos, Melanie F. - DPR
Subject: RE: Notice of Award - Mentoring for Youth Impacted by Substance Misuse

From: Olivia Peterson [<mailto:opeterson@nrpa.org>]
Sent: Friday, May 19, 2023 3:28 PM
To: Ramos, Melanie F. - DPR <Melanie.Ramos@rva.gov>
Cc: Maureen Neumann <mneumann@nrpa.org>
Subject: Notice of Award - Mentoring for Youth Impacted by Substance Misuse

CAUTION: This message is from an external sender - Do not open attachments or click links unless you recognize the sender's address and know the content is safe.

Hi Melanie,

Congratulations! Thank you for applying for the Mentoring for Youth Impacted by Substance Misuse grant opportunity from the National Recreation and Park Association (NRPA). Funding for this program (Grant #15PJDP-22-GG-03735-MENT) is provided by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), a component of the Office of Justice Programs, U.S. Department of Justice. I am pleased to inform you that the City of Richmond Department of Parks, Recreation & Community Facilities has been selected to receive grant funding to support your youth mentoring program. We are excited to work with you over the next 2.5 years and learn more about the work taking place in your community!

Next Steps:

- Please respond back to this email on or before May 30, 2023 if your agency intends to accept this award.
- Read through the attached Memorandum of Understanding containing your specific grant information. **Please confirm that your agency's Unique Entity ID and address are correct in the MOU and if so, sign and return by June 15, 2023 (emailed copy is fine). If your agency's ID or address need to be updated, let us know and we will send a revised copy.**
- We will also need a copy of your agency's W-9 and audited financial statements from the last two years.
 - Please upload the W-9 www.nrpa.leapfile.net; select "file upload" then RSM-US.
 - Please email your agency's financial statements with the signed MOU.
- Look through the attached grantee checklist and become familiar with the grant requirements and deadlines.
- Plan to attend a virtual grantee kickoff on Wednesday, May 31st at 2:30-4:00pm Eastern Time. Please have at least one representative from your organization in attendance. We will share important information about the grant and answer any questions you might have.

- If you have questions - reach out! We are here to help. See attached handout for a breakdown of the NRPA team and feel free to email or call us directly.

Other Important Dates:

- Mark your calendar for two virtual upcoming grantee trainings – a **grants administration training on Thursday, June 22** and a **youth mentoring deep dive on Wednesday, August 30**, both from **1:00-2:30pm Eastern Time**.
- We will also be in touch in the coming weeks to set up a 1-on-1 call to talk through your budget and other specifics for your program.

Keep in mind that this grant follows a reimbursement model, and no implementation related to this grant may begin until your budget has been fully approved by NRPA. We will need to receive a finalized version of your budget and a program profile no later than July 31, 2023, but welcome it sooner if you plan to begin your program right away. The first quarterly financial report will be due July 31 to receive reimbursement for the April-June period. We will provide training on this process prior to the deadline!

Please let us know if there are additional organizational contacts that should be added to our distribution list for future communications. We are looking forward to working with you and your community this year!

Sincerely,



Olivia Peterson (she/her/hers)
Program Manager
National Recreation and Park
Association

571.223.2419 opeterson@nrpa.org

www.nrpa.org



DONATE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into as of the date of the last signature affixed hereto (Effective Date), is made between **National Recreation and Park Association, Incorporated** (UEI #: P3MFNAKCQZJ6), a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, acting for the purpose of this MOU through the Department of Parks, Recreation & Community Facilities** (UEI #: EG4LF5GYLK81) with a mailing address of 1209 Admiral Street, Richmond, VA 23220, a provider of park, recreation, or community services in Richmond, Virginia (Subgrantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Seventy Thousand Dollars (\$70,000) made available to Subgrantee for the implementation of the project selected for grant funding (Project): Mentoring Opportunities for Youth Initiative. This award is made possible through the support of the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) **Grant # 15PJDP-22-GG-03735-MENT** in the total amount of \$2,500,000 and approved by DOJ Official Maureen Henneberg on September 27, 2022. NRPA is managing the administration of CFDA #: 16.726 – Juvenile Mentoring Program, the 2022 OJJDP FY22 Mentoring for Youth Affected by Opioid and Other Drug Misuse grant program (Program). Grants made through this Program are intended to provide mentoring services for youth impacted by and at risk for substance misuse.

Having been selected as a recipient of funding through this Program, Subgrantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Project Funding

In compensation for services rendered pursuant to this Agreement, Subgrantee shall be paid a total of \$70,000 over the full grant period. Subgrantee will submit a budget for approval to NRPA by July 31, 2023, and upon written approval Subgrantee will receive funds through a cost reimbursable model, submitting quarterly financial reports to the NRPA program officer that will contain an invoice, itemized transactions, and receipts for all expenses to NRPA. Subgrantee must be in good standing, complete all project requirements, and all expenses must be allowable and in accordance with the DOJ Financial Guide and with the goals of the grant in order to receive funds. No matching funds are required and it is expressly understood that the NRPA has no obligation to provide additional support or funds to the Subgrantee for this Project or any other project of purposes.

The annual performance period and reimbursement schedule is outlined as follows:

- Performance period of October 1 – December 31, report to be submitted to NRPA by January 31
- Performance period of January 1 – March 30, report to be submitted to NRPA by April 30
- Performance period of April 1 – June 30, report to be submitted to NRPA by July 31
- Performance period of July 1 – September 30, report to be submitted to NRPA by October 31
- *Final report - all grant funds must be spent by September 29, 2025. The final financial report will be due to NRPA by September 29, 2025, and final reimbursement will occur shortly thereafter.

3. Subgrantee Program Administration and Implementation Requirements

Subgrantee will implement Project in alignment with NRPA guidelines and timeline below:

- A. Work with NRPA staff to complete all grant administrative tasks including:
 - a. Submit a copy of the last 2 years of audited financial statements for the organization and provide a copy of your organizations W-9.
 - b. Submit a proposed budget for approval to NRPA outlining all anticipated and allowable expenses for the grant period by July 31, 2023. Adhere to cost reimbursement schedule outlined above to

receive grant funds on a quarterly basis. Any changes to the budget that are greater than 10% of the total budget and outside of a pre-approved line item require submission of a new budget and written approval by NRPA.

- c. Implement a financial management process to track expenses against the grant, document and ensure receipts of all expenditures, including staff time.
 - d. Submit quarterly financial reports to NRPA for reimbursement providing documentation of all expenses.
 - e. Complete all required data collection and performance measure reporting.
 - f. Participate in data collection efforts to include administering surveys provided by NRPA, hosting site visits (virtual or in-person) and supporting focus groups as requested and administered by NRPA.
 - g. Participate in required trainings and technical assistance offerings.
 - h. Maintain and protect programmatic records for staff, mentors and mentees.
 - i. Adhere to all Special Conditions on the award outlined in Appendix A of the MOU.
- B. Work with NRPA staff to complete all grant programmatic and implementation tasks including:**
- a. Work with the National Mentoring Resource Center to receive no-cost technical assistance.
 - b. Develop a youth mentoring program utilizing NRPA's Youth Mentoring Framework, to implement group and one-on-one youth mentorship and family engagement opportunities within parks and recreation.
 - c. Engage partners, stakeholders, and youth in the development and design of the mentoring program.
 - d. Develop program practices and policies that support effective mentoring practices and prioritize the safety and well-being of all participants.
 - e. Administer surveys to mentees, mentors and program staff at the beginning and end of the mentoring cycle.
 - f. Participate in trainings, technical assistance, monitoring activities, and peer networking offerings (approximately one per month via virtual meetings, emails or phone calls) throughout the course of the grant focused on core standards of practice, family engagement, and substance use prevention.
 - g. Host a site visit for NRPA staff and stakeholders to observe program, provide capacity building support and monitor the award.
 - h. Share stories, lessons learned and challenges with NRPA on an ongoing basis.

4. Promotion

NRPA and OJJDP may use the Subgrantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Subgrantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

NRPA also grants Subgrantee a limited, non-exclusive, and royalty-free license to use NRPA's name, trademark, logos, and other identifying marks ("Licensed Marks") for promotional or other purposes associated with the Project, unless prohibited by law. NRPA shall have the right to review and approve the use of the Licensed Marks, as well as any and all related promotional and advertising material, in order to ensure that the use of the Licensed Marks meets NRPA's quality assurance standards.

Subgrantee shall provide NRPA and OJJDP an opportunity to review and approve any statement, message or use of the NRPA logo related to this grant or Project in advance of its release to the public. Any promotion, public announcement, annual report or promotion relating to the Grant Funds or Project shall be subject to the prior review of the National Recreation and Park Association and OJJDP.

All Parties shall retain all title, ownership, rights, and intellectual property rights in their own respective marks, logos, content, materials, tools and intellectual property. Under no circumstance will any Party to this MOU use another Party's Licensed Marks in a false, misleading, or disparaging manner. Upon completion of the Project, Parties shall, at their own expense, return all copies Licensed Marks to their respective owners beyond what is necessary for record-keeping purposes.

5. Limits of Liability

To the fullest extent permitted by applicable law, the Parties hereby release OJJDP and each other, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the "Support Parties"), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds. The Parties further waive 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 Funds. This limitation of liability shall apply whether the Support Parties' liability arises due to breach of contract, breach of warranty, or as a result of tortious conduct, including, but not limited to, negligence (of any kind), strict liability, statutory liability, or any other causes of action.

NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Subgrantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the Subgrantee by the Commonwealth of Virginia statutes, and case law to the extent that it applies. This section 5. will survive the termination of this Agreement.

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. The receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU.

The Parties agree that Subgrantee is a public body pursuant to the Virginia Freedom of Information Act and, as such, is bound to respond to any inquiries made thereto. In the event that Subgrantee or its Representatives are requested or required by applicable law, including the Virginia Freedom of Information Act, or by interrogatories, requests for information or documents, subpoenas, civil investigative demand, or other lawful process to disclose any of the Confidential Information of the NRPA, Subgrantee shall give prompt notice so that the NRPA may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, Subgrantee shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose, provided that Subgrantee shall exercise its reasonable efforts to preserve confidentiality of the Confidential Information.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until September 29, 2025.

8. Use of Grant Funds

The Subgrantee 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 Subgrantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes in accordance with Section 11. Per the DOJ Financial Guidelines, the Subgrantee is allowed to use the de minimis indirect cost rate of 10% applied to all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel. The indirect cost rate cannot be applied to equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs.

The Subgrantee 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 of 1986, as amended (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 Subgrantee 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, sexual orientation, or gender identity or expression, or support of any entity that engages in these activities.
- G. To travel to NRPA's Annual Conference or any other conference travel without prior written approval from Grantor.

The Subgrantee should adhere to DOJ's financial guide, which outlines allowable and unallowable expenses. A proposed budget must be approved in writing by NRPA at the beginning of the grant to ensure all expenses are allowable and in alignment with the goals of the grant. Subgrantee must notify NRPA in writing and obtain written approval of any proposed changes to the budget that are greater than 10% of the total project budget.

The subrecipient is expected to keep and maintain detailed books and records of all expenses relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) during the Term and for a period of seven (7) years thereafter.

9. Observance of All Special Conditions

Subgrantee agrees to accept all Special Conditions, as applicable to Subgrantee. A copy of all Special Conditions are attached to this MOU in Appendix A.

10. Audit

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Subgrantees' financial records relating to this MOU upon not less than ten (10) business days'

advance written notice to Subgrantees by NRPA at any time during the Audit Period, at NRPA's sole expense, during Subgrantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Subgrantees shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Subgrantees shall be barred from participation in any further programs.

11. Audited Financial Statements

Subgrantee agrees to provide NRPA annually with a copy of its most recent Audited Financial Statement (AFS), including its OMB A-133 Audit, if applicable, within 120 days after the close of the fiscal year.

12. 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.

13. Compliance with Laws

Subgrantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Subgrantee's acceptance and use of the Grant Funds, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Subgrantee agrees to notify Grantor immediately: (a) of any conduct on Subgrantee's part that may be in violation of any applicable federal, state and local laws and (b) if Subgrantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Subgrantee is or may be a subject in connection with the Grant Funds and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Subgrantee relating to or any such investigation, action, litigation, or disciplinary proceeding.

14. Governing Law, Jurisdiction, Venue and Dispute Resolution

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Notwithstanding the foregoing, this governing law and venue provision shall not apply to a Subgrantee that is a state or public institution and afforded sovereign immunity under applicable state law. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the City of Richmond, Virginia and each party hereby irrevocably submits to the jurisdiction of such courts. Each Party is responsible for paying their own costs and expenses, including reasonable attorneys' fees, incurred in connection with any litigation concerning this MOU.

15. No Agency; Relationship of the Parties

Each party and their respective officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into

any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

16. Notices

All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Subgrantee, to:

City of Richmond Department of Parks, Recreation & Community Facilities
1209 Admiral Street
Richmond, VA 23220
Attn: Melanie Ramos
Email: Melanie.Ramos@rva.gov

If to NRPA, to:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148
Attn: Olivia Peterson, Program Manager
Email: opeterson@nrpa.org

17. Entire Agreement.

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Grant purpose and Project in any manner whatsoever. Each party to this MOU acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding. Any modification of this MOU will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this MOU, including the Project, must be approved in writing by all the parties. This MOU and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this MOU. The section headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

18. Severability.

If any term, covenant, or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this MOU shall be valid and enforced to the fullest extent permitted by law.

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 Richmond

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Keisha Dillard-Brady
Senior Assistant City Attorney

Date