

[TO BE COUNTER-SIGNED AND RETURNED PRIOR TO ISSUING GRANT PAYMENT]

DATE

February 13, 2025

Dear Shanice Jackson:

On behalf of the National Recreation and Park Association, Incorporated (“NRPA” or “Grantor”), I am pleased to inform you of our desire to extend in-kind training from Positive Coaching and a grant in the amount of two thousand five hundred dollars (\$2,500) made available to support training implementation as described below (the “Grant”):

Grantee: City of Menifee

Purpose: Made possible, in part, through the support of Disney Worldwide Inc., NRPA is managing the administration of the grant program (“Program”). Grants made through this Program are intended to ensure park and recreation staff and volunteers working with young people have the skills, knowledge and confidence to support positive youth development.

In order to process the payment of your Grant, Grantee is required to carefully read, and then – to indicate acceptance of the terms of the Grant – to sign, date, and return to the NRPA this letter (the “Grant Agreement”).

In consideration for receipt of the Grant, by signing the letter, Grantee acknowledges and agrees to the following:

1. Grantee will receive a total of two thousand five hundred dollars (\$2,500) over the full grant period. Grant funds will be distributed by NRPA, no matching funds are required, and it is expressly understood that NRPA has no obligation to provide additional support or funds to the Grantee for this Project or any other project of purposes.
2. Within thirty (30) days of execution of this MOU and delivery of this MOU and Grantee’s completed IRS Form W-9 (attached) to NRPA, NRPA will send Grantee a check or wire transfer in the amount of two thousand five hundred dollars (\$2,500)
3. Grantee understands the purpose and requirements of the Grant Agreement, including the guidelines below:
 - a. Based on the number proposed in the Grantee’s original application, the Grantee will strive to train 100 staff, coaches and volunteers working with youth in partnership with Positive Coaching Alliance (“PCA”).
 - i. The Grantee will receive In-Person training from Positive Coaching Alliance.
 - ii. Grantee will receive up to one training.
 - iii. Grantee will receive up to 20 complimentary seats per workshop for Positive Coaching Alliance’s online, self-paced modules.
 - iv. NRPA will collaborate with the Grantee to encourage participation in training.
 - v. The Grantee will commit to providing regular updates on progress toward the target reach number.

- b. Grantee will partner with NRPA and Positive Coaching Alliance to coordinate training sessions.
 - i. Grantee and Positive Coaching Alliance will agree on the number of training sessions.
 - ii. To secure the workshop date, the workshop(s) must be scheduled 14 days in advance.
 - 1. A workshop-rescheduling fee of \$200 dollars per workshop may be incurred for workshops postponed or rescheduled after being scheduled when the notification to PCA of the postponement is less than 10 days from the scheduled date. Workshop(s) that are postponed on the day of the workshop may incur a fee of \$300 dollars per workshop.
 - 2. Unused workshops and unused online seats expire at the end of the contract period.
 - iii. No video and/or audio recording of PCA workshops may be made, unless you have express written consent from PCA.
 - c. Grantee will cooperate with NRPA's evaluation efforts to track the reach and impact of the Grant.
 - i. These efforts may include but are not limited to supporting the collection of complete and accurate information from training participants, assisting with the organization/completion of interviews/focus groups, responding to surveys gauging training impact on participants, and submitting final reports.
 - d. Grantee will participate in an NRPA-led virtual learning community.
 - e. Grantee will complete training by July 31, 2025.
4. None of the funds issued by NRPA will be utilized in a manner contrary to the charitable and educational purposes of NRPA.
5. Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
6. The Grant will be used solely for the purpose(s) outlined in this Grant Agreement. Grant funds may not be expended for any other purpose without NRPA's prior written approval. Grantee will repay any portion of the Grant that is not used for the purpose stated in this Grant Agreement.
7. NRPA designates Teresa Morrissey to serve as NRPA's liaison and to assist the NRPA in supervising, monitoring and evaluating the expenditure of grant funds and the progress made in accomplishing the grant project. NRPA may appoint one or more additional liaisons as NRPA deems appropriate, and NRPA in its sole discretion may change the designation of any or all of its liaisons from time to time. Grantee will fully cooperate with such liaisons and will provide them with such information as they may request from time to time on NRPA's behalf regarding the Grant.
8. Grantee will maintain records of receipts and expenditures with respect to all Grant funds and will make Grantee's books and records with respect to the Grant available to NRPA and its representatives at reasonable times. Grantee will submit a full and complete annual written report

to Grantor by August 29, 2025, and such interim reports as the NRPA or its representatives may require from time to time. Such reports will include: (a) a detailed accounting of the use or expenditure of all Grant funds; (b) a description of Grantee's compliance with the terms of this Agreement; (c) the progress made in accomplishing the objectives of the Grant as set forth in the Grant Application, if applicable; (d) an attestation that Grant funds were used solely for expenditures permitted under this Agreement; and (e) such other information as NRPA or its representatives may reasonably request. Grantee will provide any other documents, materials and information reasonably requested by NRPA or its representatives. Grantee will keep the financial records with respect to the Grant, along with copies of any reports submitted to NRPA, for at least four years following expenditure of the Grant funds.

9. Grantee will permit NRPA and its representatives, at NRPA's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as NRPA and its representatives deem necessary or appropriate concerning the Grant.
10. Grantee agrees not to make any public statement regarding the Grant without the prior written approval of NRPA. Grantee will allow NRPA to review and approve the text of any proposed publicity concerning the Grant prior to its release. NRPA and Disney Worldwide Inc. may include information regarding the Grant, including the amount and purpose thereof, any photographs Grantee may have provided to NRPA, Grantee's logo or trademark, or other information or materials about Grantee, in NRPA's periodic public reports and press releases and on NRPA's website and public media channels.

NRPA will provide Grantee with a marketing toolkit with pre-approved messaging, press release template, and logos. Any statement, message, announcement or use of Disney Worldwide Inc. logo related to this grant or Project used by the Grantee that is not included in the marketing toolkit must be provided to NRPA and approved by NRPA in advance of its release to the public.

11. Grantee agrees to indemnify NRPA against any loss or expense (including reasonable attorneys' fees) NRPA incurs as a consequence of breach by Grantee of any of its undertakings hereunder. In addition, by accepting the Grant, Grantee irrevocably and unconditionally agrees, to the extent allowed by applicable law, to defend, indemnify and hold harmless NRPA and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee or its employees or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, or in carrying out the program to be funded by the Grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any wrongful act or omission of Grantor or its employees or agents.
12. In addition to NRPA's rights with respect to disbursement of Grant funds under any other provision of this Grant Agreement, NRPA reserves the right to discontinue, modify or withhold any disbursement of Grant funds or to require a total or partial refund of any Grant funds if, in NRPA's sole discretion, such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of the Grant or this Grant Agreement; (b) to protect the purpose and objectives of the Grant or any other charitable interest of NRPA; or (c) to comply with the requirements of any law or regulation applicable to Grantee, NRPA, or the Grant.
13. The individual signing this Grant Agreement on behalf of Grantee hereby certifies that: they are authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions placed on the Grant, and in connection with the Grant, to make, execute and deliver on behalf of the Grantee this Grant Agreement and all representations, receipts, reports and other instruments of every kind.

14. This Grant Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. In addition, all disputes arising under this Grant Agreement shall be resolved in any local or federal court in the Commonwealth of Virginia, and Grantee agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.

Please contact me with any questions concerning the requirements of this letter.

Sincerely,

Accepted and Acknowledged by:

Print Name and Title:

Date:

Accepted and Acknowledged by:

Print Name and Title:

Kellie May, Chief Partnerships Officer

Date:

Accepted and Acknowledged by:

Ripper Hatch, VP of Partner Development at Positive Coach Alliance

Date:
