

SAFE PLACES TO PLAY FIELD ENHANCEMENT
GRANT AGREEMENT – FISCAL YEAR 2017

Exhibit A

Pursuant to this Grant Agreement (“Agreement”), dated May 26, 2017 (“Effective Date”) the United States Soccer Federation Foundation, Inc. (the “Foundation”), agrees to award the Grant described below (“Grant”) to the **City of Columbia, Missouri, on behalf of its Parks & Recreation Department, FY17-407** (“Grantee”), and Grantee accepts such Grant in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**
Attn: Grants Department
1211 Connecticut Avenue, NW, Suite 500
Washington, DC 20036

Grantee: **City of Columbia Parks & Recreation Department**
Attn: Ryan Atkinson
1507 Business Loop 70 West
Columbia, MO 65202
2. **Grant:** Grant, awarded in the form of a **Musco Lighting** product/services credit, shall be valued by the Foundation, in its sole and absolute discretion, in an amount equal to **\$20,000**. The **Lighting Grant** is being awarded based on Grantee’s responses to its Grant Application as submitted to the Foundation (“Grant Application”).
3. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by **June 8, 2017**.
4. **Grantee Covenants:** In order to induce the Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
 - a) Soccer will be given scheduling priority on, and majority use of, the field(s) benefitting from the Grant Project (the “Field”) for as long as it is operational. Majority use shall mean use of greater than fifty per cent (50%) for all scheduled activities on the Field.
 - b) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, that property on which the Field is located. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the date of submission of the Grant Application.
 - c) Prior to commencing installation of the Grant Project, Grantee will obtain, or shall assist (where necessary) in obtaining all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Grant Project.
5. **Use of Grant:** The Grant will be used only for those lawful purposes authorized under IRS Code Section 501(c)(3) and, in particular, for those purposes described in the Grant Application upon which the Foundation relied in its selection of Grantee. Any part of the Grant not used for the purposes consistent with IRS Code Section 501(c)(3), and otherwise in accordance with this Agreement, shall constitute a default and be immediately returned or reimbursed to the Foundation. In addition, Grantee shall also pay to the Foundation, promptly upon demand, all costs of collection relating to an attorney after such default, whether or not any action shall be instituted to enforce this Agreement or otherwise to collect hereunder.
6. **Facts & Representations True and Correct:** Grantee hereby affirms the representations made in its Grant Application are true and correct and that Foundation may rely upon the truth and correctness of the representations made in the Grant Application without further

independent investigation. Grantee further affirms that it has not omitted any material fact from its Grant Application, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the date of the Grant Application which have materially and adversely altered the truth or reliability of the Grant Application, including, but not limited to, the tax status of Grantee and the Grantee's ability to successfully complete the Grant Project as described within the Grant Application. Grantee agrees to immediately inform the Foundation in writing within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.

7. **Grantee Books & Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation involving the Grantee's activities and other evidence sufficient for the Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. The Foundation shall have reasonable access to the Grantee's books and records for inspection purposes and shall be entitled, at the Foundation's discretion, to copies of the same as it relates to the Grant and/or Grant Project.

8. **Grantee Obligations:**

a) **Semi-Annual Status Reports:** During the term in which the Foundation is providing support for the Grant Project, Grantee shall submit Semi-Annual Status Reports, the electronic form of which will be provided by the Foundation, on a semi-annual basis commencing six (6) months from the Effective Date. Such Semi-Annual Status Reports shall include digital photographs, videos, stories and testimonials relating to the Grant Project.

b) **Post-Projection Status Reports:** Commencing six (6) months from the completion of the Grant Project, Grantee agrees to submit Annual Status Reports for two (2) consecutive years following project completion.

c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Status Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation.

d) **Site Visits:** Grantee will use its best efforts to accommodate any representative of the Foundation who requests to conduct a site visit, at the sole cost of the Foundation, for the purposes of collecting information about Grant's impact.

9. **Foundation Recognition & Publicity Material:**

a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website, signage at the location of the Grant Project and related marketing or publicity.

b) If Grantee possesses a website, such website shall include a hyperlink to the Foundation's website.

c) Grantee, upon reasonable advanced notice by the Foundation will make best efforts to provide field space to the Foundation for events which include, but are not limited to, tournaments, clinics, training sessions and media functions.

d) The Foundation shall have the right to publicize, show photographs and video, use the name of the Grantee and the Grant Project and otherwise promote its contributions to such in any and all media, including the Internet. Grantee authorizes the Foundation to utilize

those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.

- e) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation. In order to assist Grantee, the Foundation will provide copies of the Foundation's logo(s) and a standard press release for Grantee to share with local media.
10. **Grant Not Assignable:** The Grant herein made is intended solely for Grantee and for the Grant Project described in the Grant Application. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance written consent of the Foundation, which consent shall be in the sole and absolute discretion of the Foundation.
 11. **Proof of Completion:** Upon completion of the Grant Project, the Grantee will certify completion of the Grant Project by providing the Foundation with appropriate documentation demonstrating the completion of the Grant Project.
 12. **Foundation's Reservation of Rights; Rescission of Grant:** The Foundation reserves the right to demand the immediate return of any unused portion of the Grant and to terminate its obligations under this Agreement should it determine, in its sole discretion, that Grantee has not satisfied the terms and conditions of this Agreement or that Grantee has not satisfied local, state, or federal law in connection with the Grant Project.
 - a) Any portion of the Grant which is not expended on the Grant Project by **April 14, 2018**, shall be immediately subject to rescission.
 - b) If such proof of completion is not provided to the Foundation within one (1) year following the Effective Date, this Agreement shall be null and void and Foundation shall thereafter have no obligation to Grantee.
 - c) Any portion of the Grant which is not expended on the Grant Project, due to a material change in Grantee or Grant Project, shall be immediately subject to rescission.
 13. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
 14. **Attorney's Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Foundation in connection with any litigation concerning this Agreement should the Foundation prevail against Grantee in such litigation.
 15. **Property Authority:** Each of the parties hereto and their officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
 16. **Absence of Warranties:** THE FOUNDATION MAKES NO REPRESENTATION OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE GRANT, THE GRANT PROJECT OR THE PERFORMANCE BY THIRD PARTIES OF ANY SERVICES. IN NO EVENT WILL THE FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY,

INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

17. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, storage, location, maintenance and condition of the Team and/or Player Equipment, if any, and other products awarded in connection with this Grant Agreement.
18. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless the Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns (“Foundation Parties”) from and against any and all third party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable legal/attorney’s fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Grant, the Grant Project or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with maintenance, location, or condition of the Grant Project, or any person’s use of the such, whether authorized or unauthorized, proper or improper. Grantee represents to the Foundation that the Grant Project does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity. Grantee’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement.
19. **Insurance Requirements:**
- a) **Insurance Requirements during Construction/Field Enhancement(s).** Prior to commencing work and until substantial completion of the installation of the Grant Project (“**Field Enhancement(s)**”), Grantee shall provide and maintain (or require its Contractor performing the installation work to provide and maintain), at its expense, the following insurance which shall protect Grantee, its Contractor and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and Field Enhancement(s) pursuant to this Agreement:
- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Policy shall also include coverage for (i) liability arising out of Contractor’s use, operation and/or maintenance of any construction machinery/equipment in the performance of the construction/installation of any Field Enhancement(s); and (ii) owners and contractors protective. Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
 - (ii) Automobile Liability insurance, to the extent necessary, covering liability arising out of the Grantee’s (or its Contractor’s) use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance covering employees of Grantee (and its Contractor) involved with the installation of the Field Enhancement(s), with limits as required by statutory law, including Employer’s Liability coverage, to the extent necessary, with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.

- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
- (v) Builder's Risk Property insurance covering loss or damage to the materials, equipment and supplies used during the course of installation of any Field Enhancement(s) in the amount of the full replacement cost thereof. Said policy shall insure against perils on an "all risk" basis and shall include a waiver of subrogation in favor of Foundation and Foundation Parties with respect to losses covered by this insurance.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the Field Enhancement(s); and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Field Enhancement is located. Grantee (and its Contractor) shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

b) Insurance Requirements following Installation of the Field Enhancement(s). Following the substantial completion of the Field Enhancement(s) and at all times while the Field Enhancement is in place, Grantee shall provide and maintain, at its expense, the following insurance:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
- (ii) Workers' Compensation insurance covering employees of Grantee (if any) involved with the use, operation, or maintenance of the Field Enhancement(s), with limits as required by statutory law, including Employer's Liability coverage, to the extent necessary with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iii) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability and Employer's Liability policy limits.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use, operation, maintenance and condition of the Field Enhancement(s); and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Field Enhancement is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement and at each renewal of the required policies, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is

in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

20. **Participant Waiver and Release Forms:** To the extent that Grantee requires participants in its programs to sign waiver and release forms, Grantee shall include the Foundation as one of the released parties in the form.
21. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice.
22. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except in writing and executed by each of the parties hereto.
23. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first written above.

U.S. Soccer Foundation

By: _____
Ed Foster-Simeon, President & CEO

Date: _____

City of Columbia, Missouri

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor