

MEMORANDUM OF UNDERSTANDING
BETWEEN
MANSFIELD AREA TENNIS ASSOCIATION (MATA)
AND THE
CITY OF MANSFIELD, TEXAS (CITY)

This Memorandum of Understanding (this “MOU” or this “Agreement”) is entered into this ____ day of December, 2018, by and between the City of Mansfield, Texas (“City”) and the Mansfield Area Tennis Association, a Texas non-profit organization (MATA”) (collectively, “Parties”).

RECITALS

WHEREAS, the City owns and maintains the Clayton W. Chandler Park Tennis Courts (“Facility”) for the purpose of providing a venue for recreational tennis use and desires to construct two additional tennis courts to Facility; and

WHEREAS, MATA’s mission is to promote tennis to the kids and adults in Mansfield and grow tennis throughout the community; and

WHEREAS, MATA agrees to contribute funds towards the construction of two additional tennis courts; and

WHEREAS, the City is willing to match contributed funds through the term of this MOU; and

WHEREAS, both Parties desire to enter into this MOU on the terms and conditions set forth herein.

NOW, THEREFORE, in furtherance of Resolution No. _____ and in order to advance their mutual objectives with respect to Facility, the Parties agree as follows:

Scope of the Project

The “Project” shall include design services, site preparation, and construction of two lighted tennis courts at Facility following the City’s bid specifications and construction documents. The Project will be publicly bid following all required City and State purchasing guidelines.

Cost of the Project

MATA and the City agree that the estimated cost of the Project is \$300,000, including project contingency.

MATA Shall:

1. Provide a donation in the amount of \$150,000 to the City for the construction of two lighted tennis courts and site improvements at Facility during the term of this MOU.
2. Provide quarterly financial updates to the City regarding fundraising efforts.

The City Shall:

1. In consideration of MATA's donation, provide a matching amount of \$150,000 for the construction of two lighted tennis courts and site improvements at Facility.
2. Maintain ownership of Facility and provide for all maintenance of Facility.
3. Provide project management services for construction of two tennis courts at Facility as per the completed construction documents for phase II improvements at Clayton W. Chandler Park.

General Provisions:

1. The term of this MOU shall commence on January 1, 2019 and end on December 31, 2019 unless earlier terminated in accordance with this MOU. The Parties may extend this MOU by a duly approved and signed written agreement.
2. Both parties may terminate the MOU hereto by 60 days written notice.

Should MATA terminate the MOU with or without cause for any reason outside a breach of this contract, any financial contributions made in furtherance of this MOU will be forfeited and shall not be reimbursed or refunded by the City.

Should the MOU be terminated by the City during the term, the City agrees to reimburse MATA that portion of the contribution not yet used or appropriated for an improvement project.

3. Modifications or amendments to this MOU must be duly approved by each Party in writing signed by an authorized agent of each Party.
4. Nothing in this MOU is intended to, nor shall this MOU transfer or grant any property interest, franchise, license, right, permission or approval except as expressly provided herein.
5. The Parties acknowledge that this MOU in its final form is the result of the combined efforts of the Parties. Should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.
6. Each Party agrees to use best efforts in pursuit of this MOU, and shall at all times comply with all applicable federal, state and local laws, regulations and requirements now in force and as they may be enacted, issued, or amended during the term of this MOU for any acts taken hereunder.
7. This MOU constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this MOU.
8. The Parties agree that the laws of the State of Texas govern this MOU. The Parties agree that the venue is proper within the courts of Tarrant County, Texas. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may use a third party mediator and equally share the costs of the mediator or file suit.

9. Any communications or notices required to implement this MOU shall be sent by electronic mail or mail to each party as set forth below. The party and address of the party for notification under this MOU may be changed by notification given in accordance with this section.

If to the City:

City of Mansfield
Attn: Matt Young
Director of Parks & Recreation
1200 E. Broad Street
Mansfield TX 76063
Matt.Young@mansfieldtexas.gov
817-804-5798

If to MATA:

Mansfield Area Tennis Association
Attn: Roger Greenwood
President
2211 Richmond Circle
Mansfield TX 76063
rgreenwood@matatx.com
817-390-8605

EXECUTED on this ____ day of _____, 20____, but effective as provided for in item 1 under General Provisions hereinabove.

CITY OF MANSFIELD

By: _____
Matt Young, Director of Parks and Recreation

ATTEST:

Lisandra Keller, Administrative Assistant

MANSFIELD AREA TENNIS ASSOCIATION

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, personally appeared _____ who after being duly sworn stated that he/she is the _____ of Mansfield Area Tennis Association and that he/she signed the foregoing instrument on behalf of said entity for the purposes expressed therein.

Notary Public, in and for the State of Texas

My commission expires: _____

