

August 10, 2017

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and **Town of Cutler Bay – Parks and Recreation**, a municipality, located at 10720 Caribbean Blvd. Suite 105, Cutler Bay, Florida 33189 ("Organization"). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

1. **AARP Grant Terms and Conditions.** AARP shall provide Organization with grant funding of up to \$15,000 ("Grant Funds") for the purpose of purchasing and installing universally accessible outdoor fitness equipment in response to the desire of older residents to remain active and engaged in the community, ("Goal") so that Organization may perform the activities described herein between September 1, 2017 and November 1, 2017 ("Grant Period"). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:
 - a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below. Following the initial disbursement, each disbursement is contingent upon approval by AARP given commensurate with progress towards Organization's Goal, as demonstrated in any programmatic and financial reports and as determined in AARP's sole discretion.
 - i. AARP will provide a one-time payment of \$15,000
 - b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively "Grant Activities"):
 - i. Organization will purchase and install up to nine (9) pieces of universally accessible outdoor fitness equipment at the town park by November 1, 2017.
 - ii. Organization will publicize the completion of the project to the community through email, social media, and announcements to community partners.
 - iii. The Organization will obtain all permits necessary for completion of the project.
 - iv. All promotional materials (such as newsletters, press releases) will include a statement about funding support from AARP
 - v. Signage will include AARP branding and language
 - vi. Organization will send After Action Report with visuals (photos and/or video) to AARP national office by December 1, 2017 (via direct mail – see address below and email livable@aarp.org).
- b. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period.

- c. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on December 31, 2017. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such

settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.

7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **No Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire

agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP
Jean Setzfand
SVP, Programs
601 E Street, NW
WDC 20049
livable@aarp.org

Town of Cutler Bay – Parks and Recreation
Lakeesha Morris
Grants Coordinator
10720 Caribbean Blvd. Suite 105, Cutler Bay , Fl 33189
morris@cutlerbay-fl.gov

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: _____

Title: _____

Town of Cutler Bay – Parks and Recreation

By: _____

Printed Name: _____

Title: _____

AARP GENERAL RELEASE



I grant AARP, its employees, affiliates, agents, and licensees the right to use my name and likeness, and recorded remarks and/or a transcript of my statements in connection with the Project described below ("Materials") alone or with other content in promotion of AARP, including without limitation, for derivative purposes for an unlimited number of times world-wide on a royalty-free basis in perpetuity. I understand that AARP may wish to make reasonable edits to my likeness or recorded statements and I grant AARP the right to make such edits. I understand that AARP owns or has a third party license to use the Materials and acknowledge that I do not have the right of approval or to receive any compensation from the production and/or use of the Materials. I waive any right of privacy or publicity. I acknowledge that AARP will rely on my representations in this release and I waive any right to assert any claim against AARP or its employees, affiliates, agents, and licensees, relating to any use of the Materials. I also represent that any statements made by me during the production of Materials are true, to the best of my knowledge, and that the Materials do not violate or infringe upon any third party rights.

By signing below I am confirming that I have **READ, UNDERSTOOD, and AGREED** to the terms and conditions above.

Name

(Print): _____

***Signature:** _____ **Date:** _____

Address: _____

Phone Number _____ **Email Address:** _____

Project: _____

***Parent/Guardian signature is required below for individuals under the age of 18:**

I represent that I am the parent or legal guardian of the individual named above, I have read and fully understand and agree to the contents of this release, and that I consent to this release on behalf of the individual named above.

Parent/Guardian Signature: _____ **Date:** _____



LIVABLE COMMUNITIES
Great Places for All Ages™



AARP Community Challenge

Grants to make communities livable for people of all ages

After-Action Report

Please send your After Action Report with visuals (photos and/or video) by December 1, 2017 to livable@aarp.org and via direct mail to: AARP Livable Communities, 601 E Street, NW, S11-300, Washington DC 20049

- 1) **What did you set out to accomplish?**
- 2) **What were the results?**
- 3) **What were the highlights of your project?**
- 4) **What could have been better?**
- 5) **What longer-term impact do you expect? Next steps?**

Please send any visual documentation of your project to help us showcase your good work!

By sending AARP photos, videos, and/or any other types of recordings of your project ("Project Recording"), you grant AARP a license to use your Project Recording in perpetuity in its materials in whole or in part in all platforms and mediums and to make all necessary edits to use the Project Recording in AARP's sole discretion and you warrant and represent that use of your Project Recording by AARP or its affiliates or licensees shall not violate any third-party rights.

Please email questions to livable@aarp.org