

COMMUNITY CHALLENGE GRANT MEMORANDUM OF UNDERSTANDING

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 Woodstock**, a **municipality** located at 45 Comeau Drive, Woodstock, New York 12498 (“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. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$2,500.00** (“Grant Funds”).
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ by **increasing ways older adults and all residents (with a focus on people age 50 and older) safely move around the community** (“Goal”).
3. **Project Timeline.** Organization will perform the activities described herein and **complete all projects** between the date of execution of this contract and **November 30, 2023, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to be Funded.** Organization shall use the Grant Funds to undertake the following activities in **Woodstock, New York** during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - a. Organization will host six (6) Walk Audits in their community to make streets safer for older adults and all residents (with participation targeted to people 50-plus).
 - b. Organization will host Walk Audits of four (4) blocks or intersections, especially in areas where older residents are at particular risk.
 - c. Organization will engage 50 community members in the Walk Audits to identify unsafe streets and document needed information and observations (with participation targeted to people 50-plus).
 - d. Organization will include AARP provided and/or approved branding and language that indicates AARP’s support for the Challenge project as applicable:
 - i. Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - ii. Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - iii. Printed Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
5. **Reporting Requirements.** Grantee shall submit a financial and programmatic After-Action Report to AARP, detailing all progress or achievement of the Grant 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. Organization will submit After Action Report for the Grant Activities and other requirements in this Agreement with visuals (photos and/or video) to AARP point of contact

provided in this Agreement by **December 31, 2023**.

6. **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 Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
7. **Permissible Use of Grant 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 and 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.
8. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **January 31, 2024**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
9. **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.
10. **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 service or for-profit entity.
11. **Indemnification.** To the extent allowable by applicable law, each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective 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, independent contractors, or agents, (b) Indemnifying Party's breach of this Agreement, including failure to provide the services and work as set forth in this Agreement; and (c) any claim that the services or work product of the Indemnifying Party provided under this Agreement infringes or violates 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 shall survive the expiration and termination of the Agreement.

12. **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.
13. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP's support in all press release, public announcement, and 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 advanced 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 Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
14. **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.
15. **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 prior written authorization has been obtained from AARP or Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
16. **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.

17. **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

Mike Watson
Director, Livable Communities, Programs
601 E Street, NW
Washington DC 20049

Town of Woodstock

Grace Murphy
Woodstock Complete Streets Committee
45 Comeau Drive
Woodstock, New York 12498

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: Mike Watson

Title: Director, Livable Communities, Programs

Date: _____

Town of Woodstock

By: _____

Printed Name: _____

Title: _____

Date: _____

