

July 1, 2021

Grant Agreement

This grant agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and City of Portland by and through its Bureau of Planning and Sustainability, a municipality located at 1900 SW 4th Ave, Suite 7100, Portland, Oregon 97201 (“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:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of **\$20,000.00** (“Grant Funds”) so that Organization may improve the community by creating an artful and safe space for social interaction (“Goal”). Organization will perform the activities described herein between the execution of this contract and December 31, 2021 (“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.
 - i. AARP will provide a one-time payment of **\$20,000.00**
- b. Organization will include a focus on 50+ residents in the implementation of the deliverables below, including:
 - i. Permanent Structures:
 - 1.b.i.1 Structures that improve Public spaces (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include elements designed for 50+ residents.
 - 1.b.i.2 Structures that improve Transportation (access to transportation systems, bus shelters, seating, sidewalks, crosswalks, bike lanes, and other similar efforts) will include elements designed for 50+ residents.
 - 1.b.i.3 Structures that improve Housing (new buildings or improvements to existing structures including individual living quarters and common areas) will include elements designed for 50+ residents.
 - 1.b.i.4 Outreach, Communications and Events: Outreach will include multiple generations with an emphasis on residents 50+ and multi-generational events will be hosted with 50+ residents in mind.
- c. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities at 1221 SW 4th Ave, Portland, Oregon and achieve the following deliverables (collectively “Grant Activities”):
 - i. Organization will engage community members to develop a framework for an Age-Friendly Civilian Corps (“AFCC”).
 - ii. Organization will select and train neighborhood Business Ambassadors to help reactivate neighborhood business districts and main streets.
 - iii. Organization will hire an artist to create a mural. Organization will ensure that the mural does not violate any 3rd-party rights or community standards.
 - iv. Organization agrees that all Grant activities shall be conducted in accordance with CDC, state and local health regulations.
 - v. Organization will include AARP provided and approved branding and language that indicates AARP’s support for the Challenge project as applicable:

- 1.c.v.1 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
 - 1.c.v.2 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
 - 1.c.v.3 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
 - vi. Project(s) will be complete by December 31, 2021.
 - d. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within forty-five (45) 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. Organization will submit After Action Report with visuals (photos and/or video) to AARP national office by December 31, 2021.
 - e. *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 January 31, 2022. 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, , 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 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. The Organization's indemnity obligation to AARP under this section 6 is subject to the conditions and limitations of Article XI, Section 9, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).
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. Organization's self-insured retention program satisfies Organization's obligations under this section 7.
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. **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.** Subject to Organization's duties and obligations under the Oregon Public Records Act, 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. Subject to Organization's duties and obligations under the Oregon Public Records Act, 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 City of Portland and State of Oregon 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

City of Portland, Bureau of Planning and Sustainability (Age-Friendly City program)

Alan DeLaTorre
1900 SW 4th Ave, Suite 7100
Portland, Oregon 97201

Exhibit A

ACCEPTED AND AGREED TO BY:

AARP

**City of Portland, Bureau of Planning and
Sustainability (Age-Friendly City program)**

By: _____

By: _____

Printed Name: Jean Setzfand

Printed Name: _____

Title: Senior Vice President, Programs

Title: _____

Date: _____

Date: _____