

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 City of St. Paul, Public Works Traffic Engineering, a Municipality, located at 800 City Hall, Annex 25 West 4th St, St. Paul, Minnesota 55012, ("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 **\$20,000** ("Grant Funds") for the purpose of improving pedestrian safety and enhancing the built environment, ("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 to 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 \$20,000.00
 - 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. The Organization will install, along Marion Street between St Anthony Avenue and University Avenue, pedestrian crosswalk signage, high visibility block pattern cross walking markings, and temporary pedestrian refuge islands and bump-outs by November 1, 2017.
 - ii. The Organization agrees to install safety enhancements at Marion Street & Ravoux Street and Marion Street & Fuller Street to improve access to bus stops along Marion Street.
 - iii. The Organization agrees to obtain all city permissions for execution of the project.
 - iv. The Organization will ensure all trial enhancements are ADA compliant where applicable.
 - v. Organization agrees to complete all projects by November 1, 2017.
 - vi. All promotional materials (such as newsletters, press releases) will include a statement about funding support from AARP
 - vii. Organization will send After Action Report, with visuals (photos and/or video) to include a section on how the trial enhancements will help inform future safety projects and lead to permanent changes to AARP national office by December 1, 2017 to livable@aarp.org.
 - c. *Reporting Requirements.* Organization 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.

d. *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 shall be responsible for its own actions and omissions, including 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 said Party, its officers, directors, employees, members, independent contractors, or agents, (b) said 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 said Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the other Party. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement. Neither party

waives any applicable immunities, defenses, or any other liability limitations available to it under applicable law.

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 may self-insure for said coverage.
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 State and Federal law.** The parties acknowledge this agreement is subject to the provisions of the Minnesota Data Practices Act, Chapter 13, Minnesota Statutes, all other other laws pertaining to public information, and agree to abide by these legal requirements and provisions. 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 State of Minnesota. . 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

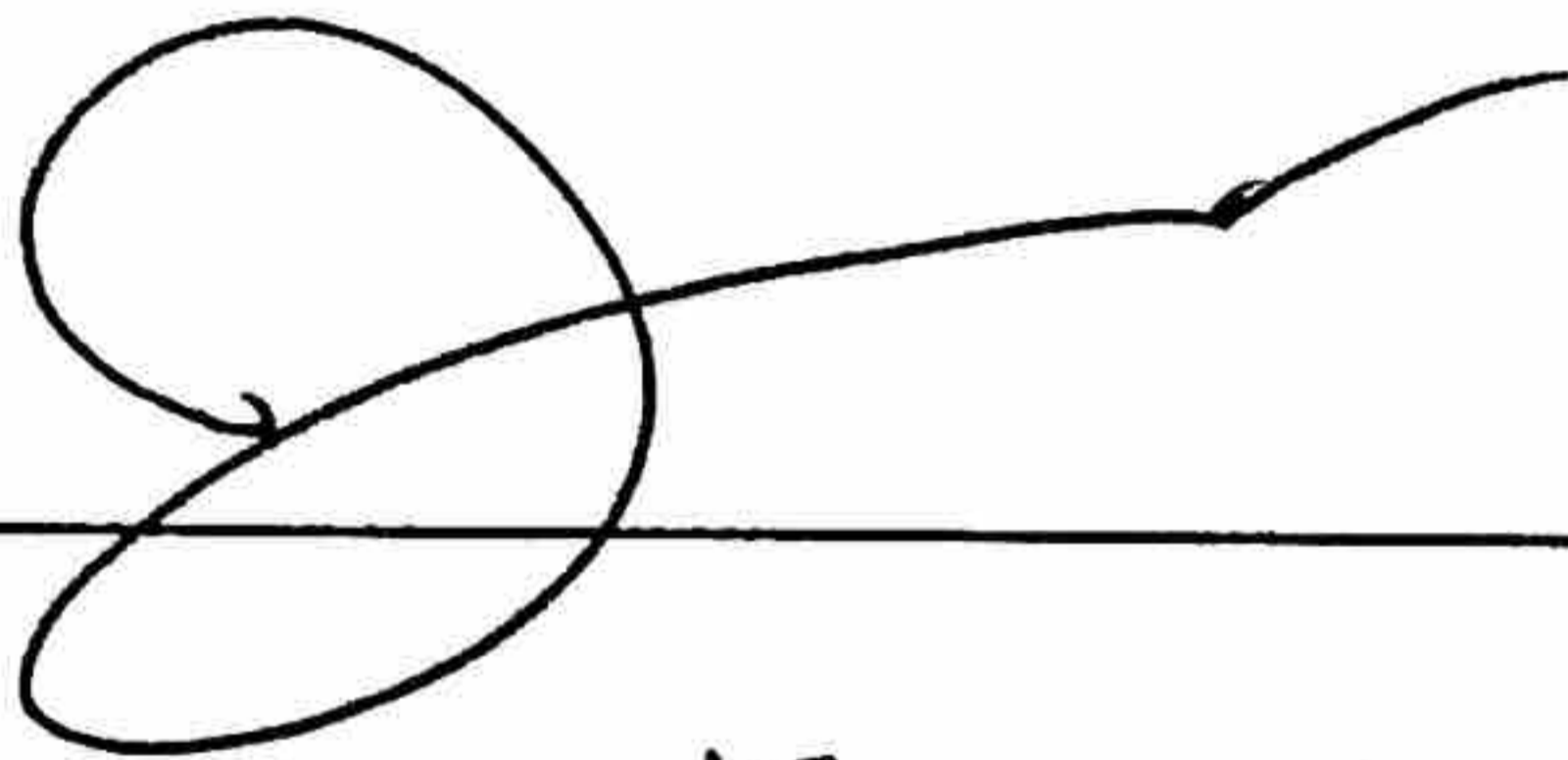
Jean Setzfand
SVP, Programs
601 E Street, NW
WDC 20049
livable@aarp.org

Organization

Elizabeth Stiffler
Civil Engineer III
800 City Hall Annex
25 West 4th St, St. Paul, MN 55012
elizabeth.stiffler@ci.stpaul.mn.us

ACCEPTED AND AGREED TO BY:

AARP

By: 

Printed Name: JEAN SETZFAND

Title: SUP PROGRAMS

BY: CITY OF SAINT PAUL

: _____

Office of Financial Services

: _____

Director of Public Works

City Attorney approval as to form