

May 8, 2026

AARP Community Challenge Microgrant Agreement

This AARP Community Challenge Microgrant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of South San Francisco, a municipality**, located at **400 Grand Ave, South San Francisco, California 94080** (“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, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Agreement Contacts.** The AARP contact person for this Agreement is Mike Watson, and the Organization contact person is Laura Armanino.
2. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$2,500.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
3. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ through the execution of the Grant Activities (defined below).
4. **Project Timeline and Reporting Requirements.** Organization will perform the Grant Activities described herein between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”). Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference, on or before **December 31, 2026** (“AAR Deadline”). The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.
5. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
6. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask

participants whether they are a member of AARP or an individual interested in AARP.

7. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in South San Francisco, California during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - A. **Disaster Preparedness Training.** Implement disaster preparedness training programs and resources for residents (especially those age 50+) informed by the *AARP Disaster Resilience Tool Kit* (available at <https://www.aarp.org/livable-communities/tool-kits-resources/info-2022/aarp-disaster-resilience-tool-kit.html>) and with support from SBP, a nonprofit organization focused on disaster recovery.
 - i. Organization will host four (4) disaster preparedness trainings to increase awareness of potential emergency events and pre-planning by older adults and all residents (with participation targeted to people 50-plus).
 - ii. Organization will engage community members to attend disaster preparedness trainings (with participation targeted to people 50-plus).
8. **Grant Activity Related Content and Representations and Warranties.** Organization agrees that the Grant Activities and all materials created and distributed in connection with the Grant Activities will be nonpartisan, will not be in support of or opposition to any political candidate, and will not promote a for-profit, a product or for-profit service. Organization represents and warrants that such materials will not contain any matter that is defamatory, unlawful, or in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark.
9. **Term and Termination.** The effective date of this Agreement will be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026** (“Term”). The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. In such event, 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.
10. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
11. **Warranties.** Each party hereby represents and warrants that the content, media and other material (including Material as defined in Section 5) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.
12. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), judgments, settlements or other liabilities, of every name and description brought by a third party in connection with the performance of this Agreement by the Indemnifying Party, including any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party

infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. The termination or expiration of this Agreement will not affect the continuing obligations under this provision.

13. **Trademark Use.** Organization agrees that it will acknowledge AARP funding support of its Grant Activities using AARP-provided branding and language and in compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference. AARP grants Organization the nonexclusive right to use its name and logo at no cost only in connection with the Grant Activities and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In connection with the Grant Activities and AARP's promotion thereof, Organization grants AARP the nonexclusive right to use its name and logo at no cost in connection with the Grant Activities mentioned above. All trademark licensee grants under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
14. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
15. **General Terms.** This Agreement represents the entire Agreement between Organization and AARP, and can only be amended in writing with a document signed by both parties. If there are any conflicts between any forms or documents exchanged by the parties, the terms and conditions of this Agreement will control. 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 is declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

The parties agree that electronic and/or digital signatures are valid and enforceable. If the above correctly reflects your understanding, please sign below and return a signed copy to the AARP contact person shown in Section 1.

Sincerely,



Date: May 8, 2026

Mike Watson, Director, Livable Communities, AARP

ACCEPTED AND AGREED TO ON BEHALF OF ORGANIZATION

Signature: _____ Date: _____

Printed Name and Title: _____