

Memorandum of Agreement

HealthEast Foundation

AND

Saint Paul Fire Department

For the East Side Community Partners Health and Well-being Collaborative

This Memorandum of Agreement (“MOA”) is between HealthEast Foundation (the “Grantor”) and Saint Paul Fire Department (the “Grantee”) and describes the responsibilities and expectations for the East Side Community Partners Health and Well-being Collaborative (the Collaborative).

The goals and objectives of the Collaborative are as follows:

- work to make East Side neighborhoods healthier places to live, learn, play and work;
- participate in designing transformative approaches to increase community health and well-being, with a focus on communities of color, American Indians, and those currently experiencing poverty;
- be accountable to each other and the community at large;
- participate in designing shared work plans; and
- participate in group decision-making.

The parties desire to enter into this MOA to provide a framework and set of agreements and expectations necessary to complete the goals and objectives of the Collaborative (the “Project”).

EXPECTATIONS

Grantee will participate one workgroup.

Under this Agreement the Grantee agrees to:

- make a good faith effort to attend all of the half-day design workgroup meetings to be held every other week starting February 10, 2016 and ending June 30, 2016;
- contribute 2-4 hours per month per workgroup for follow-up tasks, reading agendas and notes, and other assigned tasks;
- recruit other community groups and constituents to inform the initiative design process, as requested by the Collaborative;
- contribute to the development and writing of an 18-month shared work plan per workgroup for the Project (including budget and metrics) by providing input, asking questions, and completing any tasks defined and assigned by the workgroup; and
- provide progress updates to the Collaborative as requested.
- use the Grant (as defined below) only in support of the Project. Any alternative use of the Grant must be authorized in advance in writing by the Grantor.

- report to Grantor any significant changes in the Project or in the Grantee's organizational leadership within three business days of the change.
- obtain the prior approval of Grantor prior to issuing a press release or other promotional materials related to the Project.

The Grantor will provide:

- a grant of \$10,000 per workgroup, for a maximum of \$10,000 ("Grant"), to the Grantee to be paid in two equal installments; one-half upon full execution of this Agreement, and one-half upon completion of the Project to the satisfaction of the Grantor; and
- a HealthEast staff facilitator who will organize meetings to take place every other week, facilitate ongoing communication, and support the Collaborative's process (approximately 30 hours per month).

TERM AND TERMINATION

The Project will begin on February 10, 2016 and end on or about June 30, 2016, unless terminated earlier by one of the parties in writing. The term may be extended upon written agreement of the parties.

The Grantor may terminate this Agreement if in Grantor's opinion the Grantee does not fulfill expectations as set forth above and as determined by the Collaborative.

UNDERSTANDING

It is mutually agreed and understood by the parties that:

- The parties will work together in a coordinated fashion toward the completion of the Project.
- In no way does this MOA restrict the parties from participating in similar arrangements with other public or private agencies, organizations, and individuals.
- The Grant will be paid to Grantee in consideration of Grantee meeting the expectations described herein and continuing to participate in the Project through completion. The Grantor may modify, suspend or discontinue any payment of the Grant or terminate this Agreement if (a) the Grantor is not satisfied with Grantees progress or participation in the Project; (b) the Grantee experiences significant changes in leadership or other factors that Grantor reasonably believes may threaten the Project's success or (c) the Grantee fails to comply with this Agreement.

INTELLECTUAL PROPERTY

The parties agree that all copyright and other interests in materials produced as a result of the Project shall be owned by Grantor. Grantee hereby grants to Grantor a transferable, perpetual, irrevocable, royalty-free, worldwide license to use or publish the materials or other work products arising out of or resulting from the Project and any earnings thereon, including all intellectual property rights, and the right to sublicense to third parties the rights described here. Grantee, at Grantor's request, agrees to execute any additional documents required to effect such license and to have its employees execute any additional documents required to effect such license.

INSURANCE

Each party represents that it has and shall maintain such applicable insurance as will protect it from claims which may arise out of or result from its actions under this Memorandum and those of its representatives, agents, and any other person or entity for whose acts it may be liable.

INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless Grantor and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interests, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from Grantee's acts or omissions related to the Project or Grantee's breach of any representation, warranty or obligation under this MOA.

INDEPENDENT CONTRACTOR

Grantee is an independent contractor of Grantor, and this MOA shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Grantee and Grantor for any purpose. Grantee has no authority (and shall not hold itself out as having authority) to bind Grantor or the Collaborative.

AMENDMENT

This MOA may be amended or supplemented in writing if signed by both parties.

ASSIGNMENT

Neither party may assign or transfer the responsibilities or general agreement made herein without the prior written consent of the non-assigning party.

GOVERNING LAW

This MOA shall be construed in accordance with the laws of the state of Minnesota.

The parties agree to the terms as set forth above.

GRANTEE NAME: Saint Paul Fire Department

Signature of Authorized Representative

Printed Name and Title

Date
EIN No.: _____

GRANTOR: HealthEast Foundation

John S. Swanholm
Executive Director, HealthEast Foundation and
Vice President, HealthEast Community Advancement

Date