

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 (“Agreement”) is between HealthEast Foundation (the “Grantor”) and Saint Paul Fire Department (the “Grantee”) (individually, the “Party” and collectively, the “Parties”) and describes the responsibilities and expectations of the Parties related to the East Side Community Partners Health and Well-Being Collaborative (the “Collaborative”).

The goals and objectives of the Collaborative are to:

- work to make East Side neighborhoods healthier places to live, learn, play and work;
- implement 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;
- implement shared work plan(s), including the work plan(s) attached to this Agreement and/or developed through meetings of the Workgroups as described in this Agreement; and
- participate in group decision-making.

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

EXPECTATIONS

To accomplish the goals and objectives of the Project, Grantee will participate in one or more Project Workgroups listed below:

Food _____, referred to hereafter as the “Workgroup” or “Workgroups.”

Grantee further agrees to:

- make a good faith effort to attend all Workgroup meetings to be held approximately once per month starting October 12, 2016 and ending September 30, 2017;
- 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 assist in implementing the work plans, as needed to achieve the objectives of the Project;
- contribute to the implementation of a shared work plan for each Workgroup for the Project (including budget and metrics) by completing any tasks defined and assigned by the Workgroup to the Grantee, assessing progress with respect to the work plan, providing input to the Workgroup related to the work plan, asking questions, and facilitating community connections, all to further the work plan;
- 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; and
- 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 \$5,000 per Workgroup ("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 Grantee's expectations related to the Project to the satisfaction of the Grantor; and
- a HealthEast staff facilitator who will organize Workgroup meetings to take place once per month, facilitate ongoing communication, and support the Collaborative's process.

TERM AND TERMINATION

This Agreement will begin on October 12, 2016 and end on September 30, 2017. Based on several factors, including the performance of the Grantee during the term of this Agreement, the Grantor may offer to extend the Project and engage Grantee for an additional six-month period from October 1, 2017 through March 31, 2018. Such extension of this Agreement, should it be needed, will be the subject of an addendum to this Agreement signed by the Parties.

The Grantor may modify, suspend or discontinue any payment of the Grant and/or terminate this Agreement upon written notice to the Grantee if (a) the Grantor is not satisfied with Grantee's 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 the expectations of Grantee as described in this Agreement.

NON-EXCLUSIVE

In no way does this Agreement restrict the Parties' ability to participate in similar arrangements with other public or private agencies, organizations, and individuals.

INTELLECTUAL PROPERTY

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 Agreement 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 expectation under this Agreement.

INDEPENDENT CONTRACTOR

Grantee is an independent contractor of Grantor, and this Agreement 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 Agreement 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 Agreement shall be construed in accordance with the laws of the state of Minnesota.

The Parties agree to the terms as set forth above.

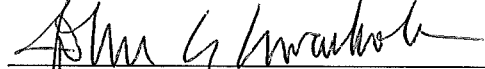
GRANTEE NAME: Saint Paul Fire Department

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

11/16/16

Date