

ACTIVE PLACES DEMONSTRATION PROJECTS AGREEMENT

This Active Places Demonstration Projects Agreement ("**Agreement**") is entered into as of June 13, 2017, (the "**Effective Date**") by and between City of Shakopee, Minnesota ("**Shakopee**"), with its address at 129 Holmes St South, Shakopee, Minnesota 55379, and BCBSM, Inc., dba Blue Cross and Blue Shield of Minnesota ("**Blue Cross**") located at 3535 Blue Cross Road, Eagan, Minnesota 55122.

WHEREAS, Blue Cross is committed to initiatives that increase walking and bicycling for both transportation and recreation as a means of improving the health of Minnesotans through active living. An "**Active Places Demonstration Project**" supports Blue Cross's goals of increasing walking and biking rates by creating community destinations and improving walking and biking routes. An Active Places Demonstration Project will transform previously abandoned or avoided places into areas where people want to be physically active. An Active Places Demonstration Project aims to build support for wider community changes over time. An Active Places Demonstration Project address the well-researched principal that people are more likely to walk or bike if the route and the route's surroundings are pleasant, if there are destinations along the route, and if they can reach those destination on foot or bike.

NOW, THEREFORE, the parties agree as follows:

1. Description of the Project. Shakopee desires to participate in an Active Places Demonstration Project throughout the city to engage the growing number of people of color in the 2040 Comprehensive Plan which sets the tone for future planning, making it the community's greatest opportunity to influence policy future infrastructure projects, and contribute to the future of the city. Activities include:
 - A. Conducting a "hands-on" workshop using maps and craft supplies. The workshop will be conducted throughout the community with small, targeted focus groups. People will be able to share their specific ideas while doing art-based activities.
 - B. Engaging students of all cultures using photovoice which is a visual engagement technique. The city, Shakopee High School, and District 288 will partner and use photovoice to use imagery to promote engagement among students.
 - C. Establishing city presence at community events, festivals, and gatherings. The city will bring a pop-up engagement booth to community gatherings, for example a five-week summer concert series in which the city will be present.
 - D. Creating and providing "Meeting in a Box" materials which allows organizations, residents, and businesses the opportunity to host vision meetings without city staff being present. Materials will be created to help facilitate discussions and gather feedback.

The first phase of the community engagement, focused on the vision of the community, will take place April through November 2017. Creative workshops will take place intermittently throughout the city during this time period. A summer concert series will take place in downtown Shakopee for five weeks in July and August. Student engagement at the Shakopee High School will take place in the fall. Collectively, these activities constitute the "**Project**."

2. Fees. Blue Cross shall make a \$12,5000 financial contribution to Shakopee to support the Project, subject to the terms and conditions of this Agreement. Shakopee shall refund Blue Cross' financial contribution if it is unable to execute the terms and conditions of this Agreement within 30 days.
3. Term and Termination. This Agreement will be effective as of the last date of signature below. This Agreement may be terminated by either party by providing the other with at least 30 days written notice. In the event of termination by Shakopee prior to Project completion, Shakopee shall refund any unused funds.
4. Shakopee shall provide Blue Cross with (a) proofs for review and approval prior to publication (including paper or electronic publishing, and creation of audio/video documentation) of any Project-related materials containing Blue Cross's name, logo, or references to Blue Cross's funding; and (b) the opportunity to approve or reject the placement, color or size of Blue Cross's name or logo on all Project-related materials. Blue Cross retains all right, title, and interest in its corporate name, logo, and taglines, and nothing in this Agreement will be construed to constitute a waiver of any other right or remedy Blue Cross may have relative to the use of its corporate name or logo by Shakopee.

5. Shakopee shall acknowledge Blue Cross in all promotional materials related to the Project including but not limited to fliers, posters, brochures, programs, website, signage, banners, T-shirts, advertisements (both print and electronic), event signage, onsite messages related to community health, promotional literature, brochures, publications, press releases, advertisements and digital/multi-media content. Shakopee will provide Blue Cross the opportunity to include promo item(s) in giveaway bags, if applicable, and/or to distribute promo items onsite. Shakopee shall use the following language:
 - **Preferred copy:**
Funding for this project is provided by the Center for Prevention at Blue Cross and Blue Shield of Minnesota, as part of Blue Cross' long-term commitment to tackling the leading causes of preventable disease: tobacco use, lack of physical activity and unhealthy eating.
 - **Abbreviated copy (for times when you have space constraints):**
Funding for this project is provided by the Center for Prevention at Blue Cross and Blue Shield of Minnesota.
 - **Copy for use when Blue Cross is not the primary funder:**
Funding for this project is provided in part by the Center for Prevention at Blue Cross and Blue Shield of Minnesota.
6. Shakopee will work with Blue Cross on public relations efforts related to the Project. Shakopee shall not make any media statements on behalf of Blue Cross under any circumstance. However, Shakopee may publicize that Blue Cross has funded the Project and advise media to contact Blue Cross directly for more information. In addition, if any media outlet contacts Shakopee requesting comment on behalf of Blue Cross, Shakopee shall contact Blue Cross's communications staff immediately. Any proactive outreach to media regarding the Project shall be coordinated with Blue Cross's communications staff in advance.
7. Grant of license. Shakopee hereby grants to Blue Cross and its affiliates a worldwide, transferable, sublicensable, perpetual, non-exclusive, royalty free, fully paid, license to use, reproduce, display, and/or create derivative works (including to adapt or excerpt for Blue Cross's use, including for commercial purposes) from any written reports, promotional materials, toolkits, educational materials, audio, video and/or other works created by or on behalf of Shakopee in connection with the use, display, operation, modification, distribution and/or commercial exploitation of the Project. Further, Shakopee hereby grants to Blue Cross and its affiliates a non-transferable, non-sublicensable, non-exclusive, royalty free, fully paid, license to use, reproduce and display such representations of the Project (including its name and logo) as are reasonably necessary for Blue Cross to fulfill the purposes of this Agreement.
8. Deliverables:
 - A. Within 12 months after the Project closes, Shakopee's project manager will participate in a one-hour key information interview with Blue Cross, or with Blue Cross's contracted vendor, to provide feedback on progress towards Project's long term goals and learnings.
 - B. Within one month of the completion of the Project, or by December 31, 2017, whichever occurs first, Shakopee shall submit to Blue Cross a written report that includes (i) a description of the process through which the Project was implemented; (ii) the Project's budget; (iii) how the Project advanced Shakopee's long term visions, as described in Project's application for funding; and (iv) an evaluation of the Project, which shall include an assessment of the Project's successes, weaknesses, and community responses to the Project.
9. Shakopee acknowledges and agrees that it will comply with all applicable laws, rules, and regulations in executing the work under this Schedule including compliance with any tax withholdings, filings, or other reporting obligations.
10. The parties acknowledge that execution of this Agreement does not constitute an association for the purpose of establishing a partnership or a joint venture, nor create any trustee or agency relationship between the parties.
11. Each party hereby represents that it has full power and authority to enter into this Agreement and to perform its obligations; it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement; and to the best of its knowledge and belief, the services to be rendered and the materials provided by each party under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

12. Indemnification. Shakopee shall indemnify, defend and hold harmless Blue Cross, its trustees, officers, employees and affiliates from and against all claims, damages, actions, expenses and costs (including reasonable attorneys' fees) which result or arise from the Project, from this Agreement or a breach of this Agreement.
13. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
14. Assignment. Neither party shall sell, transfer or assign this Agreement, or delegate its obligations hereunder, without the prior written consent of the other party, except that Blue Cross may assign this Agreement in whole or in part to any affiliate of Blue Cross upon notice to Shakopee.
15. Shakopee shall not solicit, and shall not engage as a sponsor, any other health insurance plan or third party claim administrator, or any entity owned or controlled by, or under common ownership or control with, any other health insurance plan or third party claim administrator with respect to funding, promotion or engagement in the Project.
16. Shakopee warrants that it has not performed services funded by or to the benefit of the tobacco industry within the past five (5) years. Furthermore, Shakopee will not pursue or accept a contract, including sponsorship or participation, with a tobacco company during the term of this Agreement. Shakopee will make every reasonable effort to ensure that any sponsors or corporate participants in the Project have not been involved with other projects funded directly or indirectly by the tobacco industry, or any other projects that could reasonably be considered counter to tobacco reduction or cessation efforts. In addition, Shakopee will make every reasonable effort to ensure that any subcontractors performing Services under this Agreement have not been involved in projects funded directly or indirectly by the tobacco industry, or any projects that would be considered counter to Blue Cross's initiatives on tobacco use reduction or cessation.
17. Shakopee represents and warrants that it has not had any relationship with a representative of, nor entity involved in, the tobacco industry within the past 5 years.
18. Audit. During the term of this Agreement, and for a period of one year after its termination or expiration date, Blue Cross may utilize its internal auditors or engage a third-party auditor reasonably acceptable to Shakopee to perform a confidential audit of Shakopee's compliance with its obligations under this Agreement. In addition, Shakopee shall reasonably participate in any audits initiated by a customer or regulator of Blue Cross, to the extent that Shakopee's performance of the Project is within the scope of such audit. Blue Cross's reasonable cooperation with audits is part of the Project, and will be provided at no additional cost to Blue Cross.

If any audits of Shakopee result in an adverse or qualified opinion, (a) Shakopee shall provide Blue Cross a detailed remediation plan (including dates), and use reasonable efforts to remediate (at its own expense) the condition(s) giving rise to such opinion, and (b) Blue Cross may utilize its internal auditors or engage a third party to specifically re-test activities related to such opinion, to verify closure, or identify potential impact to Blue Cross.

This Agreement represents the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements relating to its subject matter.

This Agreement has been duly executed by the parties hereto as of the dates set forth below.

**BCBSM, INC., dba Blue Cross and Blue Shield
of Minnesota**

City of Shakopee, Minnesota

By:

By:

Signature

Signature

Janelle Waldock
Vice President, Community Health & Health Equity

Print Name

Print Name

Date

Date

**EXHIBIT A
TO THE
ACTIVE PLACES DEMONSTRATION PROJECTS AGREEMENT**