

## Memorandum

Date: October 19, 2011  
To: Policy Board Members and Alternates  
From: Robert D. Miller, Director  
Subject: Continuation of the Home Tour

One of the major events that has been a source of energy and pride to NRP has been the Minneapolis and St. Paul Home Tour. NRP assumed the role of Home Tour coordinator when the City determined that it would be ending its coordination role in 2002. When NRP looked at the Tour and its potential for increasing awareness of the opportunities that existed for renovating and improving the housing stock of the city, and showing off the accomplishments of neighborhoods, the Policy Board decided that NRP should take on the coordinator role. For nine years NRP successfully accomplished that function and changed the Tour from an event primarily supported and funded by government to one that had private sponsorship and resources to help make it work.

The time has now come to complete the transformation of the Tour into a private enterprise. NRP has nurtured and created a Tour that is vastly different than the one that it assumed control of in 2002. We have been gradually and systematically preparing for the transition of this program and the time has come to put the program in competent and committed private hands. Pro Media Inc. will be purchasing the Home Tour from NRP. The attached agreement provides the basis for that transfer of ownership and will allow Pro Media to proceed with conducting the 2012 Tour. With Margo Ashmore as a principal component and partner in Pro Media, the Board will know that the expertise and professionalism that she displayed as NRP's contracted Tour coordinator will continue to drive the Tour.

The following resolution is recommended for your action to complete the transfer of the Home Tour to Pro Media, Inc.:

**RESOLVED**, That the Neighborhood Revitalization Program Policy Board ("Board") has been the coordinator of the Minneapolis and St. Paul Home Tour since 2002; and

**RESOLVED FURTHER**, That the Board believes that continuation of the Tour is in the best interests of the neighborhoods of Minneapolis and the Saint Paul; and

**RESOLVED FURTHER**, That Pro Media Inc. has the expertise, personnel and skills to continue the Tour in a manner consistent with the traditions established by NRP; and

**RESOLVED FURTHER**, That the Board transfers its rights and interests in the Minneapolis and Saint Paul Home Tour to Pro Media Inc. in accordance with the Terms and Conditions in the Attached agreement and authorizes the Director of NRP to execute the agreement on behalf of the Board.

## **AGREEMENT BETWEEN THE MINNEAPOLIS NEIGHBORHOOD REVITALIZATION PROGRAM (NRP) AND PRO MEDIA, INC.**

This Agreement shall be effective November 1, 2011 between the **MINNEAPOLIS NEIGHBORHOOD REVITALIZATION PROGRAM (“NRP”)**, a body corporate and politic under the laws of the State of Minnesota, and **PRO MEDIA, INC.**, a Minnesota corporation.

### **1. Transfer of Rights and Property**

The Minneapolis Neighborhood Revitalization Program (NRP) and Pro Media, Inc. hereby enter into this Agreement in order to describe the terms and conditions of transferring the rights and interests in the Minneapolis & Saint Paul Home Tour (“Home Tour”) including ownership of all related intellectual property, from NRP to Pro Media, Inc. NRP warrants that it is the sole owner of the property, rights and interests to be transferred.

### **2. NRP agrees to assume the following obligations relating to the transfer:**

- a.) Provide an electronic data base of the Home Tour mailing list (including names and addresses of previous attendees) to Pro Media, Inc. for purposes directly related to effectively conducting the Home Tour including notifying potential attendees about the 2012 Minneapolis & Saint Paul Home Tour and any future Home Tours conducted by Pro Media, Inc.
- b.) Transfer all Home Tour signage, tables, chairs, other homeowner-related supplies, and files (paper and computer data) to Pro Media, Inc.
- c.) Transfer ownership of [www.MSPHomeTour.com](http://www.MSPHomeTour.com) domain name and website to Pro Media, Inc.

### **3. NRP will cooperate in ensuring a smooth transition as follows:**

- a.) For as long as the email system supporting [link@nrp.org](mailto:link@nrp.org) exists, provide automatic forwarding of emails to an email designated by Pro Media Inc.
- b.) For as long as the NRP telephone roster includes 612-673-5103, provide a forwarding message directing callers to Pro Media, Inc.
- c.) Forward Home Tour related inquiries received by the NRP general office or staff, to Pro Media, Inc., whether received by phone, email, US mail, in-person or otherwise.
- d.) Give written notice of the transition to Pro Media Inc. and new contact information through the NRP LINK newsletter and on the NRP.org website, and to NRP’s regular emailed and mailed list of neighborhood leaders in the course of notifying them about the overall transition and winding down of the NRP.

e.) Modify the NRP.org website, wherever the Home Tour is mentioned, so that visitors are directed to Pro Media and/or to [www.MSPHomeTour.com](http://www.MSPHomeTour.com).

f.) Collaborate in joint notifications of Home Tour partner organizations, recent sponsors, and others as arranged between NRP and Pro Media, Inc. as needs and opportunities arise, through December 31, 2011, at the request of Pro Media, Inc.

g.) Designate a contact person or persons to effect the transition.

#### **4. Pro Media, Inc. shall have the following obligations relating to the transfer:**

a.) Prepare promotional literature for potential partners and sponsors such that they are made aware of contact information and responsible personnel. NRP will be recognized in promotional literature as the coordinator of the Tour from 2002 through 2011, in the 2012 sponsorship solicitations.

b.) Designate Margo Ashmore as coordinator for the 2012 tour, and designate a contact person for the transition, which may be but is not required to be a different person.

c.) Use the language attached at the end of this Agreement in an article in the 2012 Home Tour Guide honoring the NRP's contribution to the Home Tour. This language is to be used in any future articles in the Home Tour Guides about the history of the Home Tour, and, if applicable, in an article about the history of the Home Tour on the [www.MSPHomeTour.com](http://www.MSPHomeTour.com) website..

d.) Develop a 2012 Home Tour logo emphasizing the 25<sup>th</sup> year of the Tour, to be approved by NRP. Approval to be not unreasonably withheld.

e.) Modify the [www.MSPHomeTour.com](http://www.MSPHomeTour.com) website to update all contact information.

f.) Pay NRP \$5,000 on or before the effective date of this Agreement. This shall be the sole financial consideration required of Pro Media under this Agreement.

#### **5. Miscellaneous Provisions**

a.) Pro Media, Inc. assumes no liability of any kind relating to Home Tours occurring before the date of this Agreement, and NRP assumes no liability of any kind relating to Home Tours after the date of this Agreement.

b.) Notices. To be effective, any communication required or permitted by this Agreement shall be in writing, (a) delivered in person, or by first class mail, postage prepaid, and properly addressed; or (b) by facsimile, directed to the appropriate facsimile number. Notice by mail shall be effective as of the postmark date. Notice by facsimile shall be effective as of the date and time confirmed by a transmission report.

c.) Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties, and supersedes all prior negotiations, oral discussions, and writings.

d.) Modifications and Waivers. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties.

e.) Binding Effect. This Agreement shall also be binding on the heirs, administrators, legal representatives, successors, and assigns of the parties.

f.) Conflict of Interest. Pro Media, Inc. agrees that no member of the governing body, officer, employee, or agent of the NRP Board shall have any interest, financial or otherwise, direct or indirect, in the Agreement.

g.) Disclosure. Pro Media Inc. agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws relating to data privacy or confidentiality. All data created, collected, received, stored, used, maintained, or disseminated by Pro Media Inc. in performing its obligations is subject to the requirements of the Act, and Pro Media Inc. must comply with those requirements as if it were a government entity. Pro Media Inc. agrees to hold the NRP, its officers, agents and employees harmless from any claims resulting from Pro Media Inc.'s failure to disclose data maintained by Pro Media Inc. and authorized for release by the NRP, and from Pro Media Inc.'s unlawful disclosure or use of data protected under state and federal laws. The requirements of this section shall terminate as of December 31, 2011.

Notices shall be sent to:

Robert D. Miller  
NRP, Room 425  
105 5<sup>th</sup> Ave. S.  
Minneapolis, MN 55401  
612-673-5141  
fax: 612-673-5138

Kerry Ashmore  
President  
Pro Media Inc.  
2844 Johnson St. NE  
Minneapolis, MN 55418  
Fax: 612-788-3299

MINNEAPOLIS NEIGHBORHOOD REVITALIZATION PROGRAM (NRP)

\_\_\_\_\_ Date: \_\_\_\_\_  
Robert D. Miller, Director

PRO MEDIA, INC.

\_\_\_\_\_ Date: \_\_\_\_\_  
Kerry Ashmore, President

Approved as to Form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael T. Norton, Counsel to NRP

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Language relating to 4.) c.) Honoring NRP's historical role in the Home Tour:

The Minneapolis Neighborhood Revitalization Program (NRP) was created in 1990 to revitalize the neighborhoods of Minneapolis and make them better places to live, work, learn and play. One of its major areas of focus was on improving the housing stock of the City. NRP became a major sponsor of the Home Tour in 1992 and provided funding and staff support to the City while the City served as the coordinator of the Tour. As neighborhood organizations used their NRP monies for various programs to help renovate homes and complete other community improvement projects, the Minneapolis & Saint Paul Home Tour served as a showcase for these projects and the neighborhoods.

After the 2001 Home Tour, the elected leaders of Minneapolis decided to end the City's coordination of the Home Tour. NRP staff and the NRP Policy Board felt that the Tour was a vital part of marketing the City to potential homeowners and decided to take over the coordination role and continue the Tour. Under NRP's direction from 2002-2011 the tour evolved from being supported mostly by governments and non-profit agencies, to a Minneapolis and Saint Paul public/private partnership focused on showcasing homeowners and neighborhoods. As NRP ended its operations as a multi-jurisdictional partnership and neighborhood revitalization program, it looked for an organization that could continue the Home Tour in the spirit and traditions of the past 24 years. It selected Pro Media Inc. to perform the coordination function because of the experience, commitment, knowledge and enthusiasm of its owners and staff.