

This Agreement, entered into DATE ENTRY FIELD outlines a funding relationship between HealthPartners (“Sponsor”), the City of Saint Paul, through its Saint Paul Public Library Agency (“Library”) and The Friends of the Saint Paul Public Library (“The Friends”) in connection with the Mobile Library. The Mobile Library ensures that the resources of the Library are accessible to those who face barriers in using library brick and mortar facilities.

I. Term of Agreement

This Agreement shall be in effect from February 2024 until May 1, 2027, unless earlier terminated by the Parties as provided herein.

II. Sponsor Contribution

HealthPartners agrees to contribute \$20,000 in 2024, \$20,000 in 2025, and \$20,000 in 2026 to The Friends of the Saint Paul Public Library to support Mobile Library services. The Friends will invoice HealthPartners for their contributions in May of 2024 2025, and 2026.

HealthPartners agrees to provide opportunities for Saint Paul Public Library to distribute materials promoting the Library, learning, and literacy at HealthPartners Saint Paul clinics and Regions Hospital as mutually agreed upon.

The Mobile Library wrap will include the logos of HealthPartners, the Library, and Friends. If, during this agreement HealthPartners undergoes a rebranding, the Library is not obligated to update the existing wrap to incorporate a new logo or tagline.

HealthPartners has opportunities to join the Mobile Library at special events, public programs, festivals, and parades throughout St. Paul, as site conditions allow and as mutually agreed upon.

III. Library Contribution

The Library will regularly operate the Mobile Library and offer services throughout Saint Paul over the course of the sponsorship, keeping a regular schedule of several stops per week and appearing at community events and parades. The Library will maintain the Mobile Library in good physical and mechanical condition as determined by the Library.

The Mobile Library wrap will include the logos of HealthPartners, the Library, and The Friends.. If, during this agreement a new Mobile Library vehicle is procured by the Library, the wrap of the new vehicle will continue to include those three logos. The Library will project-manage the creative and production process.

The Library has opportunities to distribute materials promoting the Library, learning, and literacy at HealthPartners Saint Paul clinics and Regions Hospital. The Library agrees to provide opportunities for HealthPartners to distribute materials promoting health at St. Paul Library locations as mutually agreed upon.

HealthPartners will be recognized and a link to the HealthPartners website will appear on the Library website.

The Library will work with HealthPartners to identify up to 5 community events in the Mobile Library service area per year, subject to schedule and driver availability, where the Mobile Library will be present and HealthPartners employees may join the vehicle to deliver health care messages and other promotional materials.

IV. Friends Contribution

Friends shall operate as the liaison and fiscal agent for the Library for the purposes of this agreement. The Friends will also seek to amplify promotional activity by the Library through its own communication channels. The Friends shall retain eight (8) percent of the HealthPartners cash contributions in exchange for these services.

Friends will provide reporting back to HealthPartners regarding expenditures of the sponsorship funds and assist with compiling content for HealthPartners to use in its own promotional and information needs.

VI. Use of Promotional Materials

The Library will retain the rights to use the Mobile Library creative design elements, in part or in whole, in print, online, or in any other form, after the Sponsorship ends so long as any use containing HealthPartners trademarks is consistent with the parties previously mutually agreed upon terms of use. Nothing herein grants the Library any ownership rights in any HealthPartners trademarks.

VI. Termination

- A. This Agreement shall be subject to cancellation and termination with cause by Library or HealthPartners at any time during the term hereof by giving written notice of the breach upon which the termination is based in writing thirty (30) days prior to the date when such termination shall become effective. In the event the other party fails to cure the breach within said thirty-day period, the termination shall be effective on the thirtieth day. In the event of such termination, the money and any service provided by HealthPartners shall be prorated.
- B. The Library may cancel this Agreement without cause by giving written notice thirty (30) days prior to the date when such termination shall become effective for the following reasons:
 - a. The Mobile Library program is discontinued;
 - b. A court of competent jurisdiction declares the Agreement void or voidable for any reason;
 - c. Any law or policy is enacted making the use of government property for advertising purposes illegal.
 - d. The Saint Paul City Council or the Saint Paul Library Board, by resolution determine to no longer support HealthPartners's sponsorship on the Mobile Library.

VII. Notice

All notices herein provided to be given, or that may be given by any party to another, shall be deemed to have been fully given when served personally, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the parties at the addresses stated below:

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| HealthPartners 8170 33rd Ave S Bloomington, MN 55425 | The Friends of the Saint Paul Public Library 332 Minnesota Street Suite W1420 Saint Paul, MN 55101 | Saint Paul Public Library 90 West Fourth Street Saint Paul, MN 55102 |
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VII. Waivers of Liability

Each of the parties shall be responsible for its own acts and the results of its own acts to the extent authorized by law and shall not be responsible for the acts of the other party or the results of the other party's acts. Any liability of the Library will be governed by Minnesota Statutes 466 and other applicable law.

VIII. Amendments

Anything herein contained to the contrary notwithstanding, this Agreement may be, in writing, amended by mutual consent of the parties hereto.

IX. Assignment

This Agreement may not be assigned or transferred without the written consent of the Library, which consent must be obtained prior to the execution of any transfer or assignment.

X. Counterparts

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

XI. Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and

transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives.

HEALTHPARTNERS

THE FRIENDS OF THE SAINT PAUL PUBLIC LIBRARY

Pahoua Hoffman
Senior Vice President
Government & Community Relations

Beth Burns
President

THE CITY OF SAINT PAUL, SAINT PAUL PUBLIC LIBRARY

Maureen Hartman
Library Director

Approved as to Form:

Assistant City Attorney