



## SERVICE CONTRACT

Date: March 30, 2017

Vendor Name Como Park Zoo & Conservatory Cost \$200

Address 1225 Estabrook Drive, Saint Paul, MN

### Scope of Service

Como Park Zoo & Conservatory will present the "A Journey Through Africa" program on Friday June 30, 2017 11:00 am at the Valley Library as part of the library Bookwocky Summer Reading Program. The educational STEM based program "takes children on a "tour" through the African desert, savanna and rainforest meeting live plants and animals from these areas along the way." Live animals include hedgehogs and cockroaches. Audience will have NO physical contact with the animals.

1. **Term of Agreement** The term of this agreement shall be from June 15, 2017 through July 15, 2017.

2. **Indemnification** Notwithstanding any other provision to the contrary, the contractor agrees to indemnify, defend and hold harmless the County, its officers, employees and agents for any and all claims arising out of the contractor's activities related to the services provided under this agreement.

3. **Insurance Requirements** Contractor/Consultant agrees that in order to protect itself, under the indemnity provisions set forth above, it will at all times during the term of this agreement keep in force policies of insurance providing the following checked-off liabilities, in an amount equal to the County's liability limits set forth in Minnesota Statute Chapter 466 and the workers compensation requirements in Minn. Stat. Chapter 176. The Contractor/Consultant agrees as a condition subsequent to increase the required insurance coverage as the liability limits in section 466.04 increase. Nothing in this Agreement shall constitute a waiver by the County of any statutory limits upon liability. Prior to the effective date of this Agreement, the Contractor/Vendor/Consultant will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Contractor/Vendor/Consultant shall insure that the certificate of insurance provided to the County will at all times be current. Contractor/Vendor/Consultant's failure to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

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|-------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> General Liability | <input type="checkbox"/> Professional Liability                                          |
| <input type="checkbox"/> Automobile Liability         | <input checked="" type="checkbox"/> Worker's Compensation (if applicable)                |
| <input type="checkbox"/> Hired/Non-Owned Liability    | <input type="checkbox"/> Insurance Requirements Waived, except for Worker's Compensation |

4. **Data Privacy** All data collected, created, received, maintained, or disseminated for any purpose by the activities of the contractor, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the contractor.

5. **Record Disclosures/Monitoring** Pursuant to Minn. Statute 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the contractor relevant to the contract are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate. The contractor agrees to maintain and make available these records for a period of six years from the date of termination of this agreement.

6. **Nondiscrimination** The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein, and shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

7. **Compliance with Law** The contractor shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the contractor's performance of the provisions of this agreement.

8. **Firearms Prohibited** Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the Vendor or Contractor (depending upon which term is used) shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the agreement; and, in addition to any other remedy available to the County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this agreement.

9. **Independent Contractor** Parties agree that the vendor is acting as an independent contractor under this agreement.

10. **Subcontracting and Assignment** The contractor shall not enter into any subcontract for performance of any services contemplated under this agreement nor novate or assign any interest in the agreement without the prior written approval of the county. Any assignment or novation may be made subject to such conditions and provisions as the county may impose. The contractor is responsible for the performance of all subcontractors.

Washington County  
[Signature], 4/18/17  
Title Librarian Date \_\_\_\_\_

Vendor  
\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form: [Signature]  
Asst. County Attorney