

SPONSORSHIP AGREEMENT

FOR THE SAINT PAUL PUBLIC LIBRARY BOOKMOBILE

This Agreement, entered into this 7th day of April, 2021, between HealthPartners (“Sponsor”), the City of Saint Paul, a Minnesota municipal corporation (“Library”), and The Friends of the Saint Paul Public Library, a non-profit organization (“Friends”).

WHEREAS, the Library has a Bookmobile program currently operating in the City; and

WHEREAS, HealthPartners has successfully partnered with The Friends and the Library to sponsor the Bookmobile program through financial support in return for the right to have the Bookmobile bear its brand; and

WHEREAS, the mission of the Bookmobile aligns with the goals of HealthPartners; and

WHEREAS, the Friends has facilitated this sponsorship and will continue to serve as partner and fiscal agent for the Library.

Now, therefore, in consideration of the mutual agreements and consideration contained herein, the parties agree as follows:

I. Term of Agreement

This Agreement shall take effect as of the date fully executed by all parties and be in effect until May 1, 2024, unless earlier terminated by the Parties as provided herein.

II. Sponsor Obligations and Benefits

A. Sponsor Contribution

HealthPartners agrees to contribute \$12,000 in 2021, \$12,000 in 2022, and \$12,000 in 2023 to the Friends to support Bookmobile services.

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

B. Sponsor Branding, Recognition, Promotion Benefits

The existing Bookmobile wrap will continue to include the logos of HealthPartners, the Library, and the Friends and the tagline of HealthPartners (“Make Good Happen”). If, during this agreement a new Bookmobile vehicle is procured by the Library, the wrap of the new vehicle

will continue to include those three logos and tagline. The Library will project-manage the creative and production process.

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

HealthPartners has the opportunity to distribute branded materials or other learning-related products during regular Bookmobile service as site conditions allow, as mutually agreed.

HealthPartners has opportunities to join the Bookmobile at special events, festivals and parades throughout Saint Paul.

III. Library Obligations and Benefits

A. Library Contribution

The Library will regularly operate the Bookmobile and offer services throughout Saint Paul over the course of sponsorship, making an average of 16 stops per week over the course of a two-week schedule and appearing at community events and parades. The Library will maintain the Bookmobile in good physical and mechanical condition.

B. Library Branding, Recognition, Promotion Benefits

The existing Bookmobile wrap will continue to include the logos of HealthPartners, the Library, and Friends and the tagline of HealthPartners (“Make Good Happen”). If, during this agreement a new Bookmobile vehicle is procured by the Library, the wrap of the new vehicle will continue to include those three logos and tagline. 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 will recognize HealthPartners through a variety of promotional and social media platforms throughout the course of the agreement. Such activities will include, but will not be limited to, website, email, Facebook, Twitter, and in-person promotional and informational activities.

The Library will work with HealthPartners to identify up to 6 community events in the Bookmobile service area per year, subject to schedule and driver availability, where the Bookmobile will be present and HealthPartners employees may join the vehicle to deliver health care messages and other promotional materials.

The Library and The Friends recognize HealthPartners as the Exclusive Sponsor of the Bookmobile. The Friends may accept additional financial or philanthropic support for the Bookmobile operations, but no recognition for such gifts will be connected to the Bookmobile without express written permission of HealthPartners.

IV. Friends Obligations

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 Bookmobile 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. HealthPartners will retain the rights to use the Bookmobile creative design elements, in part or in whole, in print, online, or in any other form, for the duration of the sponsorship.

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 days prior to the date when such termination shall become effective for the following reasons:
 - a. The Bookmobile 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.

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:

HealthPartners
8170 33rd Ave S
Bloomington, MN 55425

The Friends of the Saint Paul Public Library
1080 Montreal Ave #2
Saint Paul, MN 55116

Saint Paul Public Library Agency
90 West Fourth Street
Saint Paul, MN 55102

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 of the results of the other party's acts.

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 or Subletting

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. Jurisdiction and Venue

This Agreement will be construed under the laws of the State of Minnesota and any dispute regarding the interpretation or enforcement will be venued in the courts in Ramsey County Minnesota.

XI. Counterparts

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

XII. Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall 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 which there is affixed, an electronic signature shall 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 an 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 shall 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

Donna Zimmerman

03/08/2021

Beth Burns

03/05/2021

Donna Zimmerman, SVP

Beth Burns, President

THE CITY OF SAINT PAUL

Catherine Penkert

03/05/2021

Catherine Penkert, Library Director

Mayor's Office

Office of Financial Services




Approved as to Form

Assistant City Attorney

Signature Certificate

Document Ref.: CSRWT-DB4R8-SPJUQ-ECUHA

Document signed by:

	Beth Burns Verified E-mail: beth@thefriends.org	
IP: 24.245.42.19 Date: 05 Mar 2021 18:14:58 UTC		

	Catherine Penkert Verified E-mail: catherine.penkert@ci.stpaul.mn.us	
IP: 69.180.173.153 Date: 05 Mar 2021 23:56:57 UTC		

	Donna Zimmerman Verified E-mail: donna.j.zimmerman@healthpartners.com	
IP: 198.153.9.219 Date: 08 Mar 2021 17:10:02 UTC		

Document completed by all parties on:
08 Mar 2021 17:10:02 UTC

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