

AGREEMENT FOR SERVICES

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Library, 12601 Ridgedale Drive, Minnetonka, Minnesota, 55305, hereinafter referred to as the "DEPARTMENT" and

**Como Park Zoo & Conservatory - Attn: Kristin Koziol
1225 Estabrook Drive
St. Paul, MN 55103**

(include an address for purposes of notice under this agreement), hereinafter referred to as the "CONTRACTOR."

The COUNTY and the CONTRACTOR agree as follows:

1. **SERVICES TO BE PROVIDED**

Program(s) designed for presentation in Hennepin County Libraries

Live Animal Visit

Live animal visit - 1 penguin. 60 minute educational program about penguins.

2. Performance of said services shall take place on the following date(s):

**Tuesday, March 28, 2017 at 3:30 PM Sumner Library
611 Van White Mem. Blvd., Minneapolis 55411**

3. Payment for services shall be made directly to the CONTRACTOR upon completion of services and submission of an invoice on forms which may be provided by the COUNTY. Payment shall be made within thirty-five (35) days after receipt of the invoice. The cost of this Agreement shall not exceed a total amount of **One Hundred Seventy Five Dollars And No Cents(\$175.00)**

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by the COUNTY. All invoices shall display the COUNTY purchase order number and be sent to the central invoice receiving address supplied by the COUNTY.

4. CONTRACTOR shall not be considered an employee of the COUNTY. It is agreed that the CONTRACTOR is an independent contractor hereunder and acquires no tenure rights or any rights or benefits of Workers' Compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, retirement benefits or any other rights or benefits offered to COUNTY employees.

5. In accordance with the COUNTY's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws, rules or regulations against discrimination shall be otherwise subjected to discrimination.

¹ The address provided by CONTRACTOR shall be treated as public information under the Minnesota Government Data Practices Act. CONTRACTOR by signing this Agreement permits the address to be released as public information.

6. Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.
7. CONTRACTOR shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the COUNTY.
8. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
9. CONTRACTOR agrees to abide by all applicable State and Federal laws and regulations, including but not limited to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act and implementing rules (HIPAA), if applicable, concerning the handling and disclosure of private and confidential information about individuals and/or data made non-public by such laws or regulations.
10. CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents and employees (including duly authorized volunteers) from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, its officers, agents, employees (including duly authorized volunteers) or subcontractors, or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligations under this Agreement.
11. The COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.
12. This Agreement may be cancelled with or without cause by either party upon five (5) business days written notice sent registered or certified mail to the parties hereto at the addresses identified above.
13. Upon cancellation or termination of this Agreement, CONTRACTOR shall deliver to the COUNTY any documents or other materials produced in the performance of this Agreement.

THIS PORTION OF PAGE DELIBERATELY LEFT BLANK

COUNTY ADMINISTRATOR APPROVAL

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Dated: _____

By: _____

Department Director of Libraries

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

Dated: _____

By: _____

Title: _____

Dated: _____

Parent/Guardian Signature if under 18

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

City of Saint Paul:

Director, Parks and Recreation Date

Assistant City Attorney Date

Director, Office of Financial Services Date