Program ID#_____

Arts and Cultural Heritage Library Legacy Agreement

I. Opening Paragraph

THIS AGREEMENT is made between the Metropolitan Library Service Agency located at 1619 Dayton Avenue, Suite 314, St. Paul, MN referred to as MELSA on behalf of Anoka County Library, 707 County Rd 10, Blaine, MN 55434 and Como Park Zoo & Conservatory, 1225 Estabrook Drive, Saint Paul, MN 55103 referred to as the "Contractor", for purposes of supporting Minnesota Arts and Cultural Heritage Library Legacy and described in Paragraph II titled Scope of Agreement.

II. Scope of Agreement

Contractor agrees to perform the following services for MELSA:

Services to be performed: Contractor will present educational programs based on children's literature bringing plant and animal concepts as well as cultural awareness alive through story and illustration.

Schedule*:* See attached

III. Fees and Reimbursements

MELSA will pay the Contractor $200.00 for each program. Thirteen Arts and Cultural Heritage programs will be held for a total of $2600.00.

IV. Terms and Conditions

The contractor will invoice MELSA for each Arts and Cultural Heritage program. MELSA will provide payment after the program has been held and upon receipt of invoice from contractor.

V. Property Rights

Appendix A includes a Media and Consent form which will allow MELSA to digitally record all or a portion of the Contractor's Arts and Cultural Heritage program and to subsequently use this recording as negotiated. The media consent agreement is optional. A decision by the Contractor to forego signing the media consent form will not preclude the Contractor from an agreement for Arts and Cultural Heritage programming for MELSA.

VI. Effective Date and Termination Date

This Agreement shall be in full force and effect until the Section II - Scope of the agreement is completed by the Contractor, unless otherwise extended by MELSA or terminated earlier under Paragraph XVII, Cancellation, Default and Remedies.

VII. Substitutions and Assignments

Upon approval by MELSA, the Contractor may substitute other persons to perform the services. If substitution is permitted by MELSA, the Contractor shall furnish information to the person signing this Agreement to allow proper review of the qualifications of the substituted person. No assignment of this Agreement shall be permitted without the written amendment signed by MELSA and the Contractor.

VIII. Contract Administration

All provisions of this Agreement shall be coordinated and administered by the person identified in Paragraph XIX.

IX. Amendments

No amendments may be made to this Agreement after signing by the parties, except for extensions of time, or increases or reductions of the services to be performed as mutually agreed by the Contractor and MELSA.

X. Independent Contractor

The Contractor and its employees shall not be an employee of MELSA. It is agreed that the Contractor and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of MELSA, its department or agencies. The parties agree that the Contractor and its employees will not act as the agent, representative or employee of MELSA.

XI. Contractor's Insurance

The contractor is responsible for their own liability and workers' compensation insurance coverage. If the performance includes physical contact with participants, proof of this insurance must be provided with the submission of this contract.

XII. Copyright

The contractor is required to have the appropriate permissions and/or licenses to use or perform copyrighted material. The performer is solely responsible to ensure compliance with all copyright laws and agrees to hold harmless the Regional Library against any claim resulting from improper, unauthorized or un-reimbursed use of the copyrighted material by the performer during their contracted performance.

XIII. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to MELSA any requests from third parties for information relating to this Agreement. MELSA agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the Library Board, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

XIV. Compliance with the Law

Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA) including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.. In the event of questions from the Contractor concerning these requirements, the Library Board agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.

XV. Audits

The Contractor agrees that MELSA, 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, and records that are relevant and involve transactions relating to this Agreement.

XVI. Applicable Law

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise under this Agreement will be in and under those courts located within Ramsey County of, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

XVII. Conflict and Priority

In the event that a material conflict is found between provisions in this Agreement, the Contractor Proposal, if any, or MELSA Request for Proposals, if any, the provision in the following rank order shall take precedence: 1) Agreement; 2) Proposal; and last 3) Request for Proposals.

XVIII. Cancellation, Default and Remedies

Either party of this Agreement may cancel this Agreement upon sixty (60) days written notice, except that if the Contractor fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, MELSA has the right to terminate this Agreement, if the Contractor has not cured the default after receiving seven (7) days written notice of the default.

The Contractor agrees to defend, indemnify and hold MELSA, its officials, officers, employees and agents harmless from any liability, claims, charges, damages, costs, judgments or expenses, including reasonable attorneys fee, resulting directly or indirectly on account of any product, or any act or omission (including, without limitation, professional errors, and omissions) of the Contractor, its officers, agents, employees, the Contractors or anyone whose product, or acts or omissions, any of them would be liable in the performance of the services provided by this agreement and against all loss by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.

Contractor agrees to perform all acts and make all payments, the legal obligations for which arise as a result of its activities and performance in connection with this contract, including obligations to third persons and government entities.

XIX. Arts and Cultural Heritage Public Acknowledgement

As specified by the Minnesota State Legislature, there must be an acknowledgement in a printed program or other material funded with money from the Arts and Cultural Heritage funds that identifies its is a project funded with money from the vote of the people of Minnesota on November 4, 2008. All activities undertaken by MELSA and/or the Contractor for purposes of the Arts and Cultural Heritage Library Legacy will include the official tagline and logo as created by the Minnesota State Arts Board.

Should MELSA undertake an activity prior to official release of the official tagline and logo MELSA and/or the Contractor will include this acknowledgement:

“This project was funded in part or in whole with money from Minnesota’s Art and Cultural Heritage Fund.”

XX. Notices

Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor:
Como Park Zoo & Conservatory
1225 Estabrook Drive
Saint Paul, MN 55103
651-487-8272

To MELSA:
Metropolitan Library Service Agency
1619 Dayton Avenue, Suite 314
St. Paul, MN 55104
651-645-5731

The parties being in Agreement have caused this Agreement to be effective on the latest date signed by both parties:

Accepted by:

_____
Contractor

_____
Date

_____
Social Security Number or TIN

_____
Address

_____
City, State Zip

Accepted by:

_____
MELSA

_____
Date

Please keep a copy of the contract for your records. The signed copy will **not** be returned to you. If you wish to have email notification that the contract has been received and signed by MELSA, please include your email address below:

Email: _____

Arts and Cultural Heritage Library Legacy Agreement
Appendix A: Media and Consent Form (Optional)

I. Opening Paragraph

The Media and Consent Form will allow MELSA to incorporate quotes, photographs, digital recordings for use as program promotion, evaluation, and historical documentation. This agreement is made between MELSA and the Contractor for purposes of supporting Minnesota Arts and Cultural Heritage Library Legacy program.

II. Consent

The Contractor agrees to participate in interviews and to the future use of quotes attributed to the Contractor. Further, the Contractor agrees that an employee or agent of MELSA may take photographs or digital recordings as part of the Arts and Cultural Heritage program, as well as allow MELSA the right to edit, use and reuse the digital recordings for unrestricted use or negotiated use as described below for activities such as but not limited to television programs, webcasts, publications or promotional materials, electronic or otherwise, or other types of media productions for non-profit use.

The Contractor agrees to be identified by name and other identifying information as program title, location, date, etc. And further, the Contractor agrees to release MELSA from any claim, demand or liability in connection to the above production.

☐ Unrestricted use

☐ Negotiated use: (Please add description of terms. If none are listed, the agreement will resort back to unrestricted use.)

Accepted by:

_____
Contractor

_____
Date

_____
Address

_____
City, State Zip

Accepted by:

_____
MELSA

_____
Date