

**PUBLIC LIBRARY PRESENTATION AGREEMENT**

THIS PRESENTATION AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_ Public Library and Presenter: \_\_\_\_\_.

Date and Time of Presentation: \_\_\_\_\_  
(Please arrive 15 minutes prior to presentation.)

Presenter: \_\_\_\_\_

Presenter's Title: \_\_\_\_\_

Location of Program: \_\_\_\_\_

Program Title/Theme: \_\_\_\_\_

Targeted Audience Age: \_\_\_\_\_ Length of Presentation: \_\_\_\_\_

Equipment required and/or special needs (be specific):  
\_\_\_\_\_  
\_\_\_\_\_

Honorarium conditions:  
\_\_\_\_\_  
\_\_\_\_\_

**Cancellation.** In the event either the \_\_\_\_\_ Public Library or the Presenter cancels this presentation, notification will be given \_\_\_\_\_ days in advance of the event. If partial or full payment (where applicable) has been paid to Presenter, all monies will be returned to the \_\_\_\_\_ Public Library immediately.

\_\_\_\_\_  
Signature of Presenter

\_\_\_\_\_  
Signature of Library Contact Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
E-mail

Return this form by \_\_\_\_\_ to:

**Jane Doe Public Library Address**

## TERMS AND CONDITIONS

*It is understood that participation in the Summer Reading Event involves an agreement to accept and adhere to the following regulations and conditions:*

The \_\_\_\_\_ and the City of \_\_\_\_\_ will fulfill the agreement described in the application, which was approved by the Library and/or its governing body. In fulfilling this event the Library and/or its governing body shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in this Compliance and Assurances.

### *Equal Employment Act, Civil Rights Act, Equal Pay Act, Age Discrimination and Disability Act*

The Library and City ensures equal employment, equal opportunities, regardless of race, color, creed, national origin, sex, or handicap, in compliance with the Education Amendments of 1972, 1974, and 1976, Title IX; Title VI of the Civil Rights Act of 1964; the Equal Pay Act; U. S. Executive Order 11246; the Age Discrimination Act and Section 504 of the Rehabilitation Act of 1973 as amended.

### *Drug-free Workplace*

Maintenance of a drug free workplace is the responsibility of the Library and its governing body. All performers are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property. It is the policy of the Library and/or its governing body that performers who uses or possess illegal drugs in the workplace will be subject to disciplinary action up to and including termination.

### *Procurement*

The Library and City will follow established procurement procedures which reflect applicable local, state and federal laws and regulations. The Library will comply with a code of conduct requiring that the Library's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from performers or potential performers nor will they be in conflict of interest on any procurement.

When using a competitive bid process, the library and city will maintain records sufficient to detail, at minimum, the rationale for the method of procurement, selection or rejection of performer, and for the contract price for items or services procured for the purpose of this agreement. No contracts may be entered into with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### *Form of Payment*

The [CITY OR PUBLIC LIBRARY] allocation of [LOCAL, CITY] funds is paid out upon completion of Summer Reading Event. Payment will be made by the library, city or town treasurer or the approved fiscal agent.

### *Accounting and Record Keeping*

The Library and/or its governing body will separately account for all funds expended for the performer. The Library will keep records of the last progress report with final expenditures after all other pending matters are closed, readily available for FIVE years. Accounting records maintained by the city or town

treasurer or fiscal agent shall be supported by source documentation such as canceled checks, paid bills, payrolls, time and attendance records, contracts, etc. A copy of all invoices paid shall be kept in the Library. The invoices must be marked with the check or warrant number for identification. For projects that require matching local funds, documentation that the match was met shall be kept in the Library and readily available for the same period of time as above.

*Audits*

Audits must be conducted and are the responsibility of the grant recipient and its local government in accordance with the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156) which apply to all States, local governments and non-profit organizations expending Federal awards and the regulations for this program (45 CFR 1183.26).

External or internal audits shall be made in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States, which are applicable to financial audits. Local governments, as defined in the Single Audit Act, must meet this audit requirement if total Federal financial assistance to the municipality, from all sources, in a fiscal year exceeds \$500,000. The municipality's audit for the fiscal years during which this grant takes place is usually acceptable for meeting this requirement.

*Record Retention*

The library will retain for five years a minimum of one copy of any publication, informational materials, survey, videotape, film, union list, or other such materials produced as a result of this LSTA project.

*Suspension or Termination*

This agreement may be suspended or terminated upon the recommendation of the [CITY OR PUBLIC LIBRARY] and the approval of the Director [OR CITY OFFICIAL] if there is failure to comply materially with the terms of the Summer Reading Event. New obligations incurred during any period of suspension will not be allowed unless specifically authorized by the [CITY OR PUBLIC LIBRARY]. New obligations shall not be incurred after the date of termination.

\_\_\_\_\_  
Performer

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date