

**AGREEMENT BETWEEN CULTURE INC.
AND THE CITY OF SAINT PAUL FOR
Installation of the Downtown Holiday Lights Program and Management and Operations of the
2010/2011 Wells Fargo WinterSkate and Rice Park**

This Agreement made and entered into this _____ day of _____ 2010, by and between the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (“City”) and Culture Inc., a Minnesota non-profit corporation duly organized and existing under the laws of the State of Minnesota (“Culture Inc.”).

WHEREAS, the City has determined that there is a public purpose served by providing and promoting a refrigerated ice skate rink (Wells Fargo WinterSkate or WFWS) in Downtown Saint Paul on Market Street adjacent to the Landmark Plaza Park; and

Whereas, the City has determined there is a public purpose served by installing and providing a Downtown Holiday Lights Program that will provide decorative lighting in downtown parks facilities including Rice Park, Hamm Plaza, Ecolab Plaza, Landmark Plaza, Mears Park, and Kellogg Park including the transportation and installation of up to three (3) lighted holiday trees at Rice Park, Hamm Plaza, and Ecolab Plaza; and

WHEREAS, Culture Inc has determined that providing and promoting the Downtown Holiday Lights Program and WFWS is a worthwhile project that meets the mission of Culture Inc.

WHEREAS, the City desires to use the services of the Culture Inc. and Culture Inc. will expend funds for said services, and Culture Inc. is qualified to provide such services.

NOW, THEREFORE, the City and Culture Inc. hereby agree as follows:

1. To cooperate on the funding and operation of the 2010/2011 Downtown Holiday Lights Program and Wells Fargo WinterSkate, the City will provide Culture Inc. the following amount not to exceed \$80,000.00 for the installation of the holiday lights and trees in the downtown parks.
2. Culture Inc will be granted the authority to hire an outside contractor to install the lights for the Downtown Holiday Lights Program, including the transportation and installation of three seasonal Holiday trees located at Rice Park, Hamm’s Plaza, and Ecolab Plaza under the following conditions:
 - a. Culture Inc.’s contractor will meet with the appropriate Forestry staff to coordinate the allowable times that they may enter downtown parks for the purpose of hanging the lights in parks trees.
 - b. The contractor will work with the appropriate City staff to coordinate the installation of up to three (3) holiday trees located at Rice Park, Hamm’s Plaza, and Ecolab Plaza.

c. Culture Inc. will ensure that their contractor provides the City with proof of general liability insurance (\$2M aggregate), auto liability (\$1M combined single limit), and workers compensation. The City should be named as additional insured on the general and auto liability.

d. Culture Inc. will provide the City a report which outlines the resulting work related to the city's financial participation.

3. To cooperate on the funding and operation of the 2010/2011 Winter Skate Park based upon the following Schedule:
 - a. The City will work with the contractors hired by Culture Inc to set up the WSP starting Oct 31, 2010.
 - b. The WFWS will be open to the public starting November 27, 2010 and through February 6, 2011.
 - c. During the period of January 27 – February 6 the WFWS will be programmed in conjunction with the 2011 Winter Carnival and will be fully managed by the City. City will be solely responsible for all staffing expenses incurred during this period.
 - d. The WFWS will be removed starting at 8:00 pm Sunday February 6. Removal will be completed by February 20.
4. The City will provide the day-to-day management and maintenance of the WFWS. The City will provide evening security staff. Culture Inc. will be responsible for up to \$4,000.00 of security associated costs.
5. Culture Inc will provide scheduling services for private and sponsor events to include broomball and hockey teams.
6. Culture Inc will provide marketing for the WFWS.
7. The City will manage concession sales and skate rental operations of the rink and keep the proceeds for use to offset its operating costs
8. This agreement shall expire on February 15, 2011. The agreement may be terminated by either party with 30 days notice to the other party.
9. Culture Inc. agrees that all of its business records, work product and supporting documentation, as such relate to this agreement, may be inspected or audited by the City upon reasonable notice, and may be subject to the provisions of Chapter 13, Minnesota Statutes, with which Culture Inc. agrees to comply.

10. It is agreed by the parties that, at all times and for all purposes of this agreement, the relationship of Culture Inc. to the City shall be that of independent contractor, and not one of employment or one that could be construed as such.
11. It is understood and agreed that this entire agreement supersedes all oral agreements, negotiations and prior agreements between the parties relating to the subject matter.
12. **Hold Harmless:** Culture Inc. will defend, indemnify and hold the City, and its officers, employees and agents, harmless from any and all damages, costs or charges it may be required to pay arising out of claims, judgments, suits, losses, damages or expenses for bodily injury, death or property damage related to the use of the premises for the Event, except to the extent that any such damages, costs or charges are due solely to the negligence of the City, its officers, agents or employees.

Dated this ____ day of September, 2010.

CITY OF SAINT PAUL

CULTURE INC.

By _____
Director of Finance

By _____

Director of Parks and Recreation

By _____

Approved as to form:

Assistant City Attorney