

AGREEMENT BETWEEN RIVER CENTER CONVENTION & VISITOR'S
AUTHORITY FOUNDATION AND THE CITY OF SAINT PAUL FOR
Installation of the Downtown Holiday Lights Program

This Agreement made and entered into this _____ day of _____ 2011, by and between the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota ("City"), and River Center Convention & Visitor's Authority Foundation, a Minnesota non-profit corporation duly organized and existing under the laws of the State of Minnesota (River Center Convention & Visitor's Authority Foundation").

WHEREAS, the City wishes to continue its longstanding tradition of installing and providing a Downtown Holiday Lights Program that will provide decorative lighting in downtown parks facilities including Rice Park, Hamm's Plaza, Ecolab Plaza, Landmark Plaza, Mears Park, and Kellogg Park including the solicitation of, transportation and installation of up to three (3) lighted holiday trees at Rice Park, Hamm's Plaza, and Ecolab Plaza; and

WHEREAS, River Center Convention & Visitor's Authority Foundation has determined that providing and promoting the Downtown Holiday Lights Program is a worthwhile project that meets the mission of River Center Convention & Visitor's Authority Foundation.

WHEREAS, the City desires to use the services of the River Center Convention & Visitor's Authority Foundation to manage the installation and maintenance of the decorative lighting and River Center Convention & Visitor's Authority Foundation is qualified to provide such services.

NOW, THEREFORE, the City and River Center Convention & Visitor's Authority Foundation hereby agree as follows:

1. The City will provide River Center Convention & Visitor's Authority Foundation \$80,000.00 for the installation of the holiday lights and trees in the downtown parks. Payment shall be made by October 1, 2011.
2. River Center Convention & Visitor's Authority Foundation will be granted the authority to hire an outside contractor to procure and install the lights and associated electrical components, e.g., cords and connectors, for the Downtown Holiday Lights Program, including the solicitation of, transportation and installation of three seasonal, donated Holiday trees located at Rice Park, Hamm's Plaza, and Ecolab Plaza under the following conditions:
 - a. River Center Convention & Visitor's Authority Foundation's will be responsible for administering the solicitation of donated holiday trees, the review and selection of said trees, the coordination with the contractor for cutting, transportation and installation of trees in the designated parks, and any other correspondences with the donators of said trees.
 - b. River Center Convention & Visitor's Authority Foundation'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 and associated electrical cords in park trees. Light and cord installation shall not commence prior to September 15 and must be completed by the Thanksgiving holiday.

c. 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.

d. River Center Convention & Visitor's Authority Foundation 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.

e. River Center Convention & Visitor's Authority Foundation will provide the City a report which outlines the resulting work related to the City's financial participation.

f. River Center Convention & Visitor's Authority Foundation is responsible for maintaining the Holiday lighting for the entire length of the program, including any necessary repairs to lights or cords.

g. River Center Convention & Visitor's Authority Foundation's contractor will be responsible for the removal of holiday lights and associated electrical components at an approved time and in coordination with City staff.

3. This agreement shall expire on April 30, 2012. The agreement may be terminated by either party with 30 days notice to the other party.
4. River Center Convention & Visitor's Authority Foundation 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 River Center Convention & Visitor's Authority Foundation agrees to comply.
5. It is agreed by the parties that, at all times and for all purposes of this agreement, the relationship of River Center Convention & Visitor's Authority Foundation to the City shall be that of independent contractor, and not one of employment or one that could be construed as such.
6. 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.
7. Hold Harmless: River Center Convention & Visitor's Authority Foundation 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 _____

CITY OF SAINT PAUL

River Center Convention &
Visitor's Authority Foundation

By _____
Director of Finance

By _____

Director of Parks and Recreation

By _____

Approved as to form:

Assistant City Attorney