

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____


1 WHEREAS, the City of Saint Paul, Police Department has entered into an agreement with Live Nation
 2 Worldwide, Inc. (Attachment A), and
 3
 4 WHEREAS, this agreement will allowed the police officers to assist with traffic and pedestrian control, site
 5 security and crime suppression during the River's Edge Music Festival on June 18, 2012 through June
 6 25, 2012 allowing reimbursement for department expenses; and
 7
 8 WHEREAS, the 2012 financing and spending plan needs to be established for these funds; and
 9
 10 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify
 11 that there are available for appropriation funds of 100,000 in excess of those estimated in the 2012
 12 budget; and

13
 14 WHEREAS, the Mayor recommends that the following addition be made to the 2012 budget:

2100 (436) Police Special Fund - Accounting Unit 1034272 (34272)			
Account(Object Code)		CURRENT BUDGET	AMENDED BUDGET
Spending Changes			
50190 (0141)	Overtime	-	86,319
51115 (0439)	Fringe Benefits	-	13,681
		-	100,000
Financing Changes			
44205 (4398)	Service - Special Projects	-	100,000
		-	100,000

25
 26
 27
 28
 29 THEREFORE BE IT RESOLVED, that council authorizes the City of Saint Paul to approve these changes
 30 to the 2012 budget.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**


By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Approved by Mayor for Submission to Council

By: _____

Agreement

This Agreement, dated this May 26, 2012 by and between the CITY OF SAINT PAUL, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereafter "City," and Live Nation Worldwide, Inc., 233 North Michigan Avenue, Suite 2700, Chicago, IL 60601, Live Nation Chicago, Inc as incorporated in the state of Delaware, Live Nation Worldwide, Inc – Chicago 9348 Civic Center Drive Beverly Hills, CA 90210 hereafter "**River's Edge Music Festival**":

WHEREAS, **RIVER'S EDGE MUSIC FESTIVAL** event, has the need for police services in the City of Saint Paul; and

WHEREAS, **RIVER'S EDGE MUSIC FESTIVAL** wishes to ease the burden to the Saint Paul Police Department of providing normal patrol services to the specific area during the agreed upon time period;

NOW THEREFORE, it is mutually agreed by and between the **CITY** and **RIVER'S EDGE MUSIC FESTIVAL** as follows:

1. Scope of Services: That for the consideration stated hereafter, the **City** will provide on-duty police officers to the area identified, as Harriet Island Park, Raspberry Island, Wabash bridge and the neighborhood surrounding these locations which is effected by this event, on June 18-25, 2012, located in the City of Saint Paul, in the number and manner requested by the **RIVER'S EDGE MUSIC FESTIVAL** to perform the following tasks;

A. *Event Description*: **RIVER'S EDGE MUSIC FESTIVAL** is a two day music event, where local, regional, national and international artists will perform on multiple stages on June 23 & 24, 2012. This is a ticketed event and alcohol will be sold in predetermined areas.

A. *Traffic and Pedestrian Control*. To include but not limited to:

1. Assist with parking and traffic complaints and
2. The direction and controlling of traffic in and around the affected area.

For purposes of the Agreement the "affected area" is the geographical area agreed to by the parties, as reflected in the attached map, titled, Exhibit A, plus any area in which activity which initiates or arises out of activities in the agreed affect area and proceeds or occurs beyond the affected area is by definition the affected area..

B. *Site Security*. To include but limited to:

1. Prevention of persons into unauthorized affected areas;
2. Assist citizens in and around the affected area; and
3. To provide overall safety for both citizens and crew in the affected area.

C. *Crime Suppression*. To include but not limited to:

1. Patrol of streets and parking lots in the affected area and
2. To provide police intervention into criminal activity.

D. Liaison. With the **RIVER'S EDGE MUSIC FESTIVAL** manager or designate.

E. City will provide police officers for the RIVER'S EDGE MUSIC FESTIVAL, June 18-25, 2012 outlined in the attached staffing plan.

F. *Unscheduled Closure of Event.* The Saint Paul Police Department, with or without this Agreement, always has the authority to order and enforce a closure of the event, if in their discretion, it is in the best interest of public safety. This decision is solely theirs to make.

2. Equipment: That assigned police officer(s) will be provided with police radios, complete uniforms, and required uniform accessories necessary to perform the tasks identified within this agreement.

Time for Completion: The services under this Agreement by the City will be available for the dates given above upon execution of the agreement and will be completed in accordance with this Agreement with the **RIVER'S EDGE MUSIC FESTIVAL**.

3. Payment: That the **RIVER'S EDGE MUSIC FESTIVAL** will pay the City, through its police department:

The rate of regular salary plus overtime salary, for a parking enforcement officer, police officer, sergeant, commander and senior commander as found in the appropriate collective bargaining unit agreement. Total of which shall not exceed \$100,000.00

RIVER'S EDGE MUSIC FESTIVAL is to be billed on a one-time basis for all services to be provided within one (1) month of completion of services and **RIVER'S EDGE MUSIC FESTIVAL** to remit payment no more than thirty (30) days from date of invoice. If in the event the assigned officer/s/ are called away by the City pursuant to Section 5, **RIVER'S EDGE MUSIC FESTIVAL** will not be charged for services during this time frame. In the event activities are such that in the discretion of the assigned commander, additional hours are needed to fulfill the terms of the Agreement for a particular day and time, the assigned commander has the authority to continue the police services to complete the scope of services under this agreement; provided that RIVER'S EDGE MUSIC FESTIVAL is consulted with before any such action is taken. Any additional time needed as determined by the assigned commander will be bill on an hourly basis. In the event, as determined in the discretion of the assigned commander, either less or more than the agreed upon number of officers is needed at any given time for services under this Agreement, the assigned commanding officer shall relieve or acquire additional police officers and services as needed; provided that RIVER'S EDGE MUSIC FESTIVAL is consulted with before any such action is taken.

5. Emergency Recall: Each officer will remain under the City's direction and control, and will be subject to serious police emergency call for service and/or activation of any Tactical Alert throughout the city if the need arises. Officers may be called away from the Primary Service Area for duties not related to, or as a result of, activities of the affected area and the event's patrons/visitors.

6. Vehicle Payment: That under this agreement, vehicles services shall be included in the costs for officers.

7. Assignment: The **City** and the **RIVER'S EDGE MUSIC FESTIVAL** each binds itself and its successors, legal representatives and assigns of such other party, with respect to all covenants of the Agreement, and neither the **City** nor the **RIVER'S EDGE MUSIC FESTIVAL** will assign or transfer their interest in this agreement without the written consent of the other

8. Hold Harmless: The **RIVER'S EDGE MUSIC FESTIVAL** shall indemnify, save and hold harmless, the **City** and its police officers assigned under this Agreement from the alleged damages or injuries arising directly or indirectly from the **RIVER'S EDGE MUSIC FESTIVAL** acts or omissions while performing the work under this Agreement, except with the respect to any damages or injuries resulting from the negligence or willful misconduct of the **City** or its police officers.

9. Insurance: The **RIVER'S EDGE MUSIC FESTIVAL** shall provide a Certificate of Insurance naming the **City** and its employees as additional insurers that related to general liability and automobile insurance for damages out of bodily injury and property damages during the performance of the work required pursuant to this Agreement. In the amount listed below;

Insurance:

A. Public Liability Insurance

- | | |
|--------------------|-----------------------------|
| 1. Bodily Injury | \$1,000,000 each occurrence |
| | \$1,000,000 aggregate |
| 2. Property Damage | \$ 300,000 each accident |
| | \$ 750,000 aggregate |

B. Automobile Insurance

- | | |
|--------------------|-------------------------------------|
| 1. Bodily Injury | \$300,000 per person |
| | \$1,000,000 per accident |
| 2. Property Damage | not less than \$50,000 per accident |

Coverage shall include: hired, non owned and owned auto

C. Workers Compensation and Employers Liability

1. Workers Compensation per MN State Statue

10. Employers Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

Termination: This agreement will continue in full force and effect until completion of the project as described herein unless it is terminated at an earlier date by either party. Either party to this agreement may terminate it by giving no less than 30 days written notice of the intent to terminate to the other party. In the event of termination, the **RIVER'S EDGE MUSIC FESTIVAL** will pay the **City** for all services actually, timely and

faithfully rendered up to receipt of the notice of termination and thereafter until the date of termination. The **RIVER'S EDGE MUSIC FESTIVAL** agrees to give at least 24 hour notice to the **City** of cancellation of scheduled police services. Failure to give 24 hour notice will result in a 4 hour "cancellation" charge to the **RIVER'S EDGE MUSIC FESTIVAL**.

11. Change in Scope of Services: **City** or **RIVER'S EDGE MUSIC FESTIVAL** may request changes that would increase decrease or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the **City**.
12. Records and Dissemination of Information: The **RIVER'S EDGE MUSIC FESTIVAL** agrees not to release, transmit, or otherwise disseminate information generated as a result of this project without prior knowledge and written consent of the **City**.

The **RIVER'S EDGE MUSIC FESTIVAL** agrees to maintain all books, documents, papers, account records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such material available at its office at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the **City** or other duly authorized representatives.

In like manner, if the entire Agreement is terminated, all remaining documents on file with **RIVER'S EDGE MUSIC FESTIVAL** shall also, upon request, be available to **City**.

13. Equal Opportunity Employment: **RIVER'S EDGE MUSIC FESTIVAL** agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

The provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

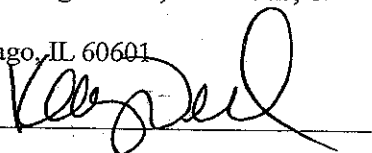
14. Conflict of Interest: **RIVER'S EDGE MUSIC FESTIVAL** agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the **City**.
15. Entire Agreement: It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.
16. Requirement of Writing: Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be void only when reduced to writing and duly signed parties.
17. Amendment of Agreement: This Agreement may be amended by further mutual written agreement of the parties thereto.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement, the day and year first above written.

Live Nation Worldwide, Inc. CITY OF SAINT PAUL, MINNESOTA

233 Michigan Ave., Suite 2700, C

Chicago, IL 60601

By: 

NAME: Kathy Willard

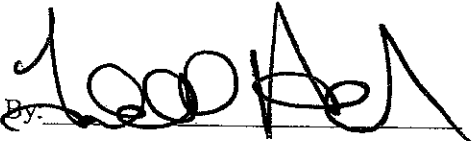
TITLE: EVP and CFO

Taxpayer ID:

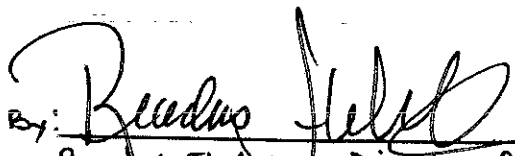
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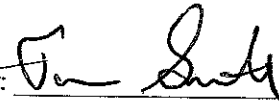
By: 

Christopher Coleman, Mayor

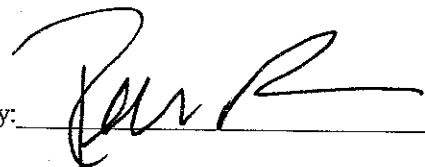
By:  CR

Todd P Hurley, Director Office of Financial Services GL 001-04160

By: 
Readul Fletcher, Director of HR&EO

By: 
Tom Smith, Chief of Police

Approved as form:

By: 
Reyne Rofuth, Assistant City Attorney

Funding: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. 707 Wilshire Blvd., Suite 2600 CA License #0363334 Los Angeles CA 90017		CONTACT NAME: PHONE (A/C, No, Ext): 213-630-3200 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Live Nation Worldwide, Inc. - Chicago 233 N Michigan Avenue Suite 2700 Chicago IL 60601		INSURER A: National Union Fire Insurance Co INSURER B: Westchester Fire Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> \$1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC	Y	2704971	11/01/2011	11/01/2012	EACH OCCURRENCE	\$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4309653	11/01/2011	11/01/2012	COMBINED SINGLE LIMIT (Ea accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR. CLAIMS-MADE	Y	G21979363007	11/01/2011	11/01/2012	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					AGGREGATE
						WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional insured on the liability policies, but only with respect to liability that arises out of the acts or omissions of the named insured; or, those persons or organizations with who the named insured has agreed to provide this insurance under written contract, but only to the extent of the liability assumed under such contract.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Paul 375 Jackson Street, #220 St. Paul, MN 55101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Insurance Services West, Inc.
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LIVE NATION CHICAGO, INC.
INCUMBENCY CERTIFICATE

The undersigned certifies that he is the Executive Vice President, General Counsel and Secretary of Live Nation Chicago, Inc., a Delaware corporation (the "Company"), and as such he is authorized to execute this Certificate, and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers of the Company in the capacity or capacities indicated below. He further certifies that the persons listed below are authorized individually to sign agreements, certifications, disclosures, affidavits, applications, including without limitation, the execution of all other necessary documents of whatever nature related thereto to carry out the intent of the Company.

Name

Title

Michael Rowles

President

Kathy Willard

Executive Vice President, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand for the Company this
30th day of April, 2012.

LIVE NATION CHICAGO, INC.
a Delaware corporation

By: 

Name: Michael Rowles

Title: President

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LIVE NATION CHICAGO, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LIVE NATION CHICAGO, INC." WAS INCORPORATED ON THE FIFTH DAY OF FEBRUARY, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

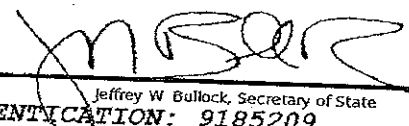
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

3001713 8300

111236439

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9185209

DATE: 11-29-11