

**SERVICES AGREEMENT**

These terms and conditions shall govern the relationship between the Parties herein without exception unless agreed to in writing by both Parties.

THIS SERVICES AGREEMENT ("Agreement") is made and entered into on or about May 3rd, 2012 ("Effective Date") by and the City of Saint Paul ("Supplier") and Live Nation Worldwide, Inc. ("LN") 233 North Michigan Avenue, Chicago, IL 60601, sometimes referred to herein individually as "Party" or collectively as "Parties" with regard to the aforementioned and the following:

WHEREAS, LN is the owner or operator of a place of public gathering commonly known as the Harriet Island, Saint Paul MN ("Venue") where it presents certain live entertainment concerts and other live events ("Event(s)");

WHEREAS, Supplier is in the business of providing services and products at places of public gathering such as the Venue and desires to provide such services and products ("Services"), as defined in greater detail hereunder, to LN at the Venue;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM & TERMINATION:** The term of this Agreement shall commence upon the Effective Date and shall continue up to and including June 27th, 2012 ("Term"). Notwithstanding the foregoing:
 - A. LN shall have the right to terminate this Agreement for any reason upon providing Supplier with thirty (30) days prior written notice of its intent to so terminate; and
 - B. Either Party may terminate this Agreement upon fifteen (15) days prior written notice if the other Party materially breaches its obligations under this Agreement and does not remedy or substantially begin to remedy such breach within ten (10) days of receiving the non-breaching Party's written notice of the alleged breach.
2. **SERVICES:**
 - A. The scope of the Services shall be set forth in **Exhibit A** attached hereto and incorporated herein for all purposes.
 - B. Supplier is, and shall be for all purposes, an independent contractor and not an agent or employee of LN. Supplier's personnel are, and shall at all times and for all purposes be, employees of Supplier, and not employees of LN, and other than the foregoing specific, limited authority to assign and monitor projects, LN shall have no control over the performance of Supplier's personnel. Supplier's personnel are not subject to personnel policies and procedures covering LN employees. Supplier shall be responsible for all its personnel and shall be responsible to furnish and complete the Services requested by LN in a first class, competent and professional manner within the completion times which LN may establish.
 - C. LN makes and has made no representations as to any minimum amount of Services which will be required of Supplier or the number of personnel or amount of time required to perform Services during the term of this Agreement. LN is not obligated to pay any minimum amount(s), and Supplier shall not in any event be compensated for work not actually performed at the request of LN. This Agreement is not exclusive, that is, LN may contract with others to provide or provide with its own employees services of a similar or identical nature to Services provided by Supplier.
 - D. Supplier shall maintain all records related to the Services for a period of three (3) years after final completion of all Services, in accordance with general accepted accounting principles, and LN reserves the right to audit such records upon reasonable notice.
3. **COMPENSATION:**
 - A. In consideration of the Services to be performed, the products to be provided and/or the rights granted herein, LN shall pay to Supplier according to the schedule in **Exhibit B** attached hereto and incorporated herein for all purposes. The fees in **Exhibit B** shall not be increased during the Term without LN's written authorization.
 - B. In the event LN cancels the Events on any of two main Events days, June 23 or June 24, 2012, for reasons that are not terms or conditions of Section 8- L of this Service Agreement, LN will be responsible for full services charges of \$10,515.00 per day to Supplier, unless LN notifies the Supplier 48 hours prior to any cancellation for either June 23 or June 24, 2012.
 - C. Supplier invoices shall be due and payable within thirty (30) days after receipt by LN, all LN payments to be mailed to Supplier by LN Accounts Payable. Inquiries about payment status may be made only after expiration of this thirty (30) day period. Invoices received from Supplier are verified by LN against time and other records. Any erroneous invoice will be voided and a new corrected invoice must be submitted to LN in order for payment to occur. In the event of a dispute or question by LN regarding the invoice, LN's obligation to pay the disputed amount(s) shall be suspended until a resolution is reached. The parties shall use good faith to promptly resolve such dispute.
4. **INSURANCE:**
 - A. Supplier is a self-insured state entity and the parties agree this coverage fulfills Supplier's obligation to provide the following coverages. See Exhibit C.
5. **INDEMNIFICATION:**
 - A. To the fullest extent permitted by law, each party expressly agrees to indemnify, defend and hold harmless each other from and against any and all claims or loss arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities, including reasonable attorney's fees, for loss, damage or injury to persons or property of whatever kind or nature arising from the negligence or willful misconduct of the other in performance of this Agreement.

- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT.
6. **REPRESENTATIONS AND WARRANTIES:** Supplier shall be fully licensed, certified and bonded as customary or required by LN or applicable law. Supplier shall at all times comply with all applicable laws, codes, regulations and rules with respect to the work to be performed and the products, equipment or materials to be furnished to LN and any and all federal, state, municipal or other legislative bodies, courts or agencies having jurisdiction over the business of Supplier.
7. **INTELLECTUAL PROPERTY:** Each Party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified by such Party (each Party's "Marks"). Each Party acknowledges that its use of the other Party's Marks inures to the benefit of the Party owning such Marks, including any goodwill, and that neither Party will acquire any ownership in the other Party's Marks as a result of this Agreement. Neither Party shall use the other Party's Marks or allow any other Party to use the other's Marks in any manner not specifically granted in writing by the owner of such Marks prior to use. If permission is so granted, then the Marks shall be used only in the format in accordance with the specifications provided by the Party granting such use from time to time, unless approval to modify the Mark(s) is expressly granted. All materials using a Party's Marks must be pre-approved by the Party owning such Marks. LN may monitor and object to any unauthorized use of LN's Marks and Supplier agrees that, upon notice from LN of any such unauthorized use, Supplier shall immediately cease such unauthorized use of LN's Marks. Failure to immediately cease such unauthorized use shall constitute a material breach of this Agreement.
8. **MISCELLANEOUS:**
- A. This Agreement or any part hereof, may be assigned or transferred by LN to any person or entity which acquires ownership or management of the Venue. Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by Supplier without the prior written consent of LN.
 - B. This Agreement contains the entire Agreement between the Parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised or terminated orally but only by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted.
 - C. Nothing herein contained shall create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
 - D. All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the Parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
 - E. All representations, warranties, agreements to indemnify and covenants shall survive any partial performance or non-performance of this Agreement. The obligations of Sections 5 and 7 shall survive expiration or earlier termination of this Agreement.
 - F. This Agreement shall be governed by and construed according to the laws of the State or Commonwealth of the Venue.
 - G. Any and all sales tax, amusement tax or other tax imposed by local, state, provincial or federal government as a result of the performance of any Services rendered in connection with this Agreement shall be the responsibility of and paid for by Supplier at the time required by law (excepting any state or federal income tax imposed on LN).
 - H. If either Party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
 - I. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.
 - J. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall also be confirmed with a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth herein with a copy to Live Nation Worldwide, Inc, 7060 Hollywood Blvd., Hollywood, California 90028, Attention: Senior Counsel, Legal Operations.
 - K. The failure of any Party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a Party. Each Party shall be relieved of its obligations hereunder with respect to the performance so prevented by a Force Majeure Occurrence.
 - L. The Parties agree that, should any difference of interpretation, or any other controversy or claim arise out of or relate to this Agreement or any addendums or amendments hereto, or the breach hereof, the Parties shall immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
 - M. LN is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, veteran's status, sex, pregnancy and pregnancy related medical conditions, gender identity, marital status, national origin, ancestry, physical or mental disability, medical condition, age, sexual orientation, or any other classification protected by law. LN further complies with any and all other federal, state and local employment laws and regulations (including, but not limited to, those pertaining to family or medical leave and other fair employment practices). All of the foregoing is collectively referred to as the "Employment Obligations." LN requires that Supplier shall comply with the Employment Obligations with regard to Supplier's employees assigned to LN facilities or any of its subsidiaries or divisions, and Supplier agrees to comply with all applicable Employment Obligations as set forth herein.
 - N. This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.
9. **APPROVAL REQUIRED BY LN'S LEGAL DEPARTMENT:** LN legal department approval is required, in writing.

ACCEPTED AND AGREED as of the date first above written.

SUPPLIER: CITY OF SAINT PAUL

By:

Name: John Swanson

Title: Executive Services Director, Saint Paul Fire Department

Address: 645 Randolph Avenue

Saint Paul, MN 55102

By: _____

Title: City Attorney

By: _____

Title: Director of Financial Services

By: _____

Title: Mayor

LIVE NATION WORLDWIDE, INC.:

By: _____

Name: Kathy Willard

Title: Executive V.P., Chief Financial Officer

Address: 233 N. Michigan Ave. Suite 2700

Chicago, IL 60601

Phone / Fax: 312-540-2102 / 312-277-7607

LN LEGAL (Required):

By: _____

Tax Payer ID: 13-3977880

EXHIBIT A

SCOPE OF WORK

These terms and conditions shall govern the relationship between the Parties herein without exception unless agreed to in writing by both Parties.

1. Supplier agrees to provide first aid services in a professional manner consistent with generally accepted standards for a first class public assembly facility. Supplier will make a best effort to provide the highest level of care and service to all individuals both attending and working the Event at the Venue, as appropriate and approved by LN.
2. Supplier shall provide first responder through advanced life support services through a staff of medical professionals consisting of paramedics and/or emergency medical technicians (collectively, "Staff"). Staff will be licensed or certified in the jurisdiction where the services are performed.
3. The Venue includes, for the purposes of this Agreement, the entire grounds of the Venue – Harriet Island, including all buildings, seating areas, plazas, streets, sidewalks, parking lots, both owned, leased or otherwise utilized by LN or patrons.
4. Supplier shall ensure that Staff is trained in clinical guidelines, operational procedures, communications procedures, emergency procedures, customer service and quality assurance practices and administrative and record-keeping requirements. Supplier shall bear all costs to recruit, hire and train its employees. Supplier shall provide prompt response to all requests for emergency medical services, including appropriate and timely medical treatment, including referral, for all injuries and illnesses occurring on-site to LN's agents, subcontractors, independent contractors, customers and guests ("Non-Employee Patients") and to LN's employees ("Employee Patients").
5. Supplier shall provide operational and clinical support and resources to Staff. Supplier will ensure that Staff are checked in, properly briefed and deployed no later than the scheduled Services start time. Staff will remain at an appropriate duty post (the location of which will be directed by Supplier supervisors and approved by LN) for the duration of the Event except during break periods as required by law and approved by Supplier manager. Supplier will stagger employee break periods to maintain a sufficient number and placement of Staff to ensure proper service throughout the Event. The number of staff required for each Event will be mutually determined by LN and Supplier.
6. Supplier shall (A) create a record of each and every person evaluated and/or treated, including information on all on-site activity associated with the patient's injury or illness, evaluation, treatment and/or referral; (B) maintain patient confidentiality (unless waived these rights in writing); (C) maintain archival copies of medical records.
7. LN shall be responsible for maintaining and securing a first responder staging area (the FRSA) . LN shall ensure that the FRSA has reasonable protection from the elements, sufficient lighting and electricity and unrestricted access to ambulances or other emergency responders. LN shall grant Supplier full and reasonable access to the FRSA including access to adequate personnel parking at the Venue. Parking areas and specific parking spaces for Staff are at LN's sole discretion. Supplier shall use the FRSA as reasonably required to fulfill Supplier's obligations under this Agreement.
8. LN shall be solely responsible to provide security and fire protection at the Venue. LN agrees to provide the same level of security to Staff as the LN provides for its own employees and guests. LN and Supplier will comply with all applicable laws to maintain a safe workplace. Staff will not be required to provide first aid or life support services in situations that they ~~and LN~~ deem to be unsafe, following accepted emergency response standards, including, but not limited to, scenes of uncontrolled violence, hazardous materials exposures, structural collapse and uncontrolled fires. In the event that an emergency response situation is deemed by Supplier to be unsafe, Supplier's on-site Supervisor will immediately notify its assessment and recommendations to LN's representative. The Supplier will contact local emergency services provider(s), as directed by LN representative and/or as appropriate per emergency response guidelines.
9. Staff shall determine when, in their judgment and based on proper medical practice, an ambulance is required. Staff shall, in a timely manner, arrange for an ambulance to transport patients that require hospitalization. Supplier shall, provide or arrange for an Advanced Life Support (ALS) ambulance or Basic Life Support (BLS) ambulance to standby at the Venue. At all times when the Venue is open to the general public or other patrons, Supplier's employees shall be attired at Supplier's expense in clean uniforms. Supplier shall designate Operations Manager(s) or Site Supervisor(s) who are experienced and properly trained to perform the duties of the position. Supplier shall secure LN's approval (which shall not be unreasonably withheld or delayed) of the individual hired as Supplier's manager or site supervisor. Supplier will make best effort to maintain consistency in staffing the manager and all supervisor positions for every Event. Supplier's managers and/or site supervisor shall be physically present at the Venue while the Services are being provided.
10. Supplier's employees shall be admitted to the Venue without payment of an admission or parking fee in such numbers as Supplier may reasonably require for conducting its operations. Supplier will ensure that its employees comply with LN guidelines regarding Venue access restrictions. Unauthorized entry by any Supplier representative into any portion of the Venue will be grounds for dismissal of that Supplier representative or termination of this Agreement.
11. LN will inform Supplier of Event schedules and staffing needs and changes to those schedules and needs with as much advance notice as possible. LN retains the right to determine whether or not Supplier staff will be required on site for any given Event. The number of employees used by Supplier for any particular Event shall be subject to LN approval. LN shall also have the right to designate the reasonable level of supervisors for every Event. LN also shall have the right to select alternative providers or allow clients to select their own provider.

EXHIBIT B**COMPENSATION**

These terms and conditions shall govern the relationship between the Parties herein without exception unless agreed to in writing by both Parties.

EMT billing rate per hour: \$47

Paramedic / Ambulance drive hourly rate: \$95

Estimated Supplier Schedule (subject to change):

SPFD EMS COVERAGE LIVE NATION JUNE 23 AND 24, 2012			
SATURDAY JUNE 23		SUNDAY JUNE 24	
(2) ALS UNITS		(2) ALS UNITS	
Hours 1100-2330	COST	Hours 1100-2330	COST
Medic/EMT	1187.5	Medic/EMT	1187.5
Medic/EMT	1187.5	Medic/EMT	1187.5
Rate \$47.50 per hour per FF			
(4) TWO PERSON TEAMS		(4) TWO PERSON TEAMS	
Hours 1100-1700		Hours 1100-1700	
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
(8) TWO PERSON TEAMS		(8) TWO PERSON TEAMS	
Hours 1700-2300		Hours 1700-2300	
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
Medic /EMT	570	Medic /EMT	570
FIRE/RESCUE BOAT		FIRE/RESCUE BOAT	
4 FF per Boat/\$200 hour		4 FF per Boat/\$200 hour	
Hours 1600-2230	1300	Hours 1600-2230	1300
Saturday Cost	10515	Sunday Cost	10515

EMS Standby Event Set Up

Monday June 18	570
Tuesday June 19	570
Wednesday June 20	570
Thursday June 21	570
Friday June 22	570
Pre Event Standby	2850

EMS Standby Event Tear Down

Monday June 25	570
Tuesday June 26	570
Post Event Standby	1140

TOTAL COST	25020
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