

**Minnesota Sports Facilities Authority
Request for Qualifications/Proposals
Insurance Broker Services for Property and Casualty Program
Minneapolis, MN 55415**

ADDENDUM NO. TWO

February 20, 2013

This Addendum forms a part of the documents and modifies the request for proposal dated February 1, 2013. Acknowledge receipt of this Addendum in your proposal cover letter. Failure to do so may subject Proposer to disqualification. The Proposer is responsible for determination of proposal requirements affected by Addendum items.

This Addendum consists of the following:

1. **EXHIBIT A** – Professional Services Agreement is attached.
2. Following are additional questions that have been submitted to the Minnesota Sports Facilities Authority and the answers provided by the Minnesota Sports Facilities Authority.

a. What will the length/term of the contract be?

Answer: The term of the agreement will be for up to three years.

b. If we wish to submit detailed biographies for our proposed service team members, must those biographies fit within the 25-page proposal limit, or may we add an appendix that includes the biographies without regard to the 25-page limit?

Answer: The 25-page limit applies to the entire length of the proposal.

c. Please explain the meaning of Section VII.D.1. “Insurance-Ability to ensure appropriate coverage.” Is this referring to our capability as your broker to obtain appropriate coverage for MSFA, or is this referring to the adequacy of our own insurance coverage for, e.g., errors and omissions?

Answer: This is in reference to the proposer’s insurance coverage and that it must comply with the insurance requirements specified in Exhibit A – Personal Services Agreement.

End of Addendum No. Two.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

DATE: _____, 2013

BETWEEN: **MINNESOTA SPORTS FACILITIES AUTHORITY, a public body,
corporate and politic and political subdivision of the
State of Minnesota**

900 South Fifth Street
Minneapolis, Minnesota 55414 (“Authority”)

AND: _____ (“Contractor”)

WITNESSETH

WHEREAS, the Authority was established pursuant to 2012 Minnesota Laws, Chapter 299 (the “Act”) to perform the functions described in the Act.

WHEREAS, the Authority is in need of a broad range of insurance consulting, brokerage, and administration services in connection with the evaluation, placement, and administration of an insurance program for its operations and facilities including, but not limited to, the Hubert H. Humphrey Metrodome (“Metrodome”), and other current or future facilities owned by the Authority.

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the services required of Contractor as further set forth herein, and that it is duly qualified, is lawfully authorized, and holds all applicable licenses, to perform all services described in this Agreement to the satisfaction of the Authority.

WHEREAS, the Authority and Contractor desire to enter into this Professional Services Agreement (“Agreement”)

NOW THEREFORE, in consideration of the foregoing recitals, which are an integral part of this Agreement, the following terms and conditions, and other and further consideration, receipt of which is acknowledged, it is agreed as follows.

1. **Defined Terms:** As used in this Agreement, the following terms have the following meanings:

“Applicable Laws” means all applicable federal, state, and local laws, ordinances, rules, and regulations that apply to any and all services provided by the Contractor pursuant to this Agreement.

“Application for Payment” means the submittal of a request for payment on the Authority’s form and in conformity with the guidelines for receiving payment under this Agreement.

“Authority” means the Minnesota Sports Facilities Authority established pursuant to 2012 Minnesota Laws, Chapter 299 (the “Act”).

“Contractor” means [insert for each individual contract]

“OCIP” means Owner Controlled Insurance Program.

“Required Services” all of the obligations undertaken by Contractor in this Agreement and its exhibits, including, but not limited to the services identified in Section 2, Scope of Service and Section 4, Contractor’s Duties.

“Stadium” means the Metrodome or any current or future facility owned by the Authority.

“Standard of Care” means that standard of professional care, skill, diligence and quality that prevails among similarly situated insurance brokers, insurance consultants, and administrators engaged in the planning, placement, and administration of insurance programs on facilities of similar scope, function, size, quality, complexity and detail as the Stadium including performance in accordance with all applicable federal, state and local laws.

“Team” means the Minnesota Vikings Football, LLC, a Delaware limited liability company authorized and doing business in the State of Minnesota.

2. **Scope of Services:** Contractor shall timely perform the Required Services for the Authority pursuant to the Standard of Care and to the satisfaction of the Authority. Contractor shall only allow competent, trained employees to perform the Required Services, and Contractor shall adequately supervise its employees to perform the Required Services on its behalf. All such employees shall be properly licensed and/or certified, if required by applicable law, for the work they are to perform. The Required Services shall include, but not be limited to:

- 2.1 Evaluation of the existing Authority property and casualty insurance program and suggest recommendations for additions or changes to coverages and limits of insurance.
- 2.2 Marketing the Authority property and casualty insurance program and obtaining competitive quotes.

- 2.3 Presenting a written report to document the quotes received from the various carriers.
- 2.4 Reviewing the individual policies for accuracy and completeness prior to delivery to Authority.
- 2.5 Advising, reporting, handling all claims and monitoring the claims.
- 2.6 Performing a semi-annual loss review and presenting a semi-annual loss report.
- 2.7 Coordination with OCIP Insurance Broker who will have responsibilities to place insurance coverage for a new Stadium.
- 2.8 Performing all services customarily provided by Contractors pursuant to the Standard of Care.

3. **Term of the Agreement:**

- 3.1 Effective date: _____. The Contractor must not begin work under this Agreement until the Agreement is fully executed and the Contractor has been notified by the Authority to begin the work.
- 3.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 3.3 Survival of Terms. The following paragraphs survive the expiration or cancellation of this Agreement: 10. Insurance; 12. Audits; 13. Intellectual Property and Government Data Practices; 15. Publicity and Endorsement; 17 Contractor's Records and Data Safeguarding; and 18. Governing Law and Dispute Resolution.

4. **Contractor's Duties:**

- 4.1 The Contractor, who is not an employee of the Authority or the Team, will perform all Required Services in a timely manner in full accordance with the Contractor's Standard of Care.
- 4.2 Consistent and in full compliance with its Standard of Care, the Contractor shall use its expertise to perform the Required Services in an expeditious and economical manner and in furtherance of the interests of the Authority.
- 4.3 Contractor warrants that it now has all personnel required to perform the Required Services. Contractor's principal-in-charge for this Agreement shall be _____, and shall materially participate in the performance of the Required Services.

5. **Time:**

5.1 In the performance of this Agreement, time is of the essence.

6. **Consideration and Payment:**

6.1 The Authority will pay for all services performed by the Contractor under this Agreement as follows:

6.1.1 Compensation. The Contractor will be paid on the following basis:

6.1.2 Total Obligation. Notwithstanding any term in this Agreement to the contrary, the total obligation of the Authority for all compensation and reimbursements to the Contractor under this Agreement will not exceed \$_____.

6.2 Prior to being entitled to receive payments, the Contractor shall submit to the Authority or its designee itemized Applications for Payment in a format to be approved by the Authority in its sole discretion, supported by such data as the Authority may deem reasonably necessary to substantiate the Contractor's right to payment. The Contractor shall submit an Application for Payment only during the last five (5) business days of any month. Applications for Payment submitted at any other time during the month will be deemed to have been submitted on the last day of that month. The Authority or its designee shall approve or reject all or part of Contractor's Application for Payment on or before the 10th day of the following month.

6.3 Such amounts as the Authority may approve, consistent with the terms hereof, shall be payable to Contractor not later than forty-five (45) days from the date upon which the Application for Payment is approved by the Authority and payment is made to any applicable disbursing agent by the Authority.

6.4 Contractor shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles.

7. **Conditions of Payment:**

7.1 All services provided by the Contractor under this Agreement must be performed to the Authority's satisfaction, as determined at the sole discretion of the Authority and in accordance with all Applicable Laws. The Contractor will not receive payment for work found by the Authority to be unsatisfactory or performed in violation of Applicable Law(s).

8. **Assignment, Amendments, Waiver, and Complete and Integrated Agreement:**

- 8.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Authority and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. Any attempted assignment without said consent shall be void and of no effect.
- 8.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3 Waiver. If the Authority fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it. No waiver shall be effective against the Authority unless in writing specifically expressing such waiver signed by a person duly authorized by the Authority in advance to sign such waiver.
- 8.4 Complete and Integrated Agreement. This Agreement contains all negotiations and agreements between the Authority and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. **Indemnification:**

- 9.1 Contractor shall defend, indemnify, save, and hold harmless the Authority and its directors, officers, agents, attorneys, and employees from and against any claims, damages, liabilities, losses, causes of action, judgments, costs and expenses (specifically including attorneys' fees and costs, court fees and costs, and arbitration fees and costs incurred to defend the Authority) arising from the negligent acts errors or omissions of the Contractor or the Contractor's agents, employees, subcontractors or delegates, or the Contractor's breach of this Agreement, and the Contractor's liability shall not be limited by the amount of limit of insurance Contractor procures to insure its obligations under this paragraph 9.1.
- 9.2 Contractor acknowledges and agrees that it has an independent obligation under this Agreement to procure and maintain insurance as will insure the Contractor's obligations in this Agreement including paragraph 9.1, and further agrees that such insurance is commercially available.
- 9.3 Contractor's obligation to defend as set forth in paragraph 9.1 includes the obligation to provide and pay for attorneys to defend the Authority or its directors, officers, agents, attorneys, and employees entitled to indemnification under paragraph 9.1, which attorneys shall be selected by the Authority.

10. **Insurance:**

10.1 Without limiting any liabilities or any other obligations, Contractor, at its own expense, shall provide and maintain for all work performed pursuant to the Statement of Work or for the Authority the minimum insurance coverage of the types and amounts listed below. Not later than one week prior to the Effective Date of this Agreement, the Contractor shall provide a Certificate of Insurance to the Authority evidencing such insurance coverage.

10.2 Commercial General Liability (CGL) and Excess Liability

10.2.1 Contractor shall maintain CGL and, if necessary, commercial excess liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The Authority shall be included as an additional insured under the CGL and under the commercial excess coverage, if any.

10.2.2 CGL insurance shall be written on Insurance Services Office, Inc. (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The Authority shall be included as an insureds under the CGL using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under any excess liability policy and endorsement CG 20 37 or equivalent.

10.3.3 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority. There shall be no endorsement or modification of the commercial general liability to make it excess over other available insurance; alternatively, if the commercial general liability states it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insureds.

10.4.4 There shall be no endorsement or modification of the commercial general liability limiting the scope of coverage for liability assumed under this Agreement.

10.3 Commercial or Business Automobile Liability and Excess Liability

10.3.1 Contractor shall maintain business/commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned vehicles).

10.3.2 Coverage as required by this section shall be written on a standard ISO business auto, garage, truckers, or motor carrier policy form.

Insurance coverage as required by this section shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. Contractor shall effect insured status for the Authority under coverage required by this section using ISO endorsement CA 20 48 or an equivalent form.

10.3.3 Contractor waives all rights against the Authority, their agents, officers, employees, and volunteers for recovery of damages to the extent such damages are covered by the business automobile liability or commercial excess liability insurance obtained by Contractor pursuant to this Agreement.

10.4 Workers' Compensation and Employer's Liability

10.4.1 Contractor shall maintain workers' compensation and employer's liability insurance.

10.4.2 The workers compensation coverage shall be in an amount no less than the applicable state's statutory requirements.

10.4.3 The commercial umbrella/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

10.4.4 Contractor waives all rights against the Authority, and their employees, officers, directors and agents for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

10.4.5 The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered Authority employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Authority's obligation or responsibility.

10.5 Professional Liability (Errors and Omissions Coverage)

10.5.1 Minimum limits of insurance under this section shall be \$2,000,000 per claim, \$2,000,000 aggregate.

10.6 Evidence of Insurance

10.6.1 Contractor shall, prior to commencement of any services related to this Agreement, furnish the Authority with Certificate(s) of Insurance executed by a duly authorized representative of respective insurer(s) showing compliance with the requirements set forth above. Such Certificate(s) of Insurance shall be presented not later than one week prior to the Effective Service Date of this Agreement.

10.6.2 All Certificates of Insurance shall provide for thirty (30) days written notice to Authority prior to cancellation or material change of any insurance referred to therein.

10.6.3 The Description of Operations Section of Certificate of Insurance shall reference the individuals from the Authority who will be in charge of administration of the Agreement.

11. **Independent Contractors:**

11.1 All of Contractor's employees furnishing services to the Authority shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of the Authority. Contractor shall perform all services as an independent contractor and shall assume all its liabilities as such. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties shall be binding on the Authority. Contractor will make all purchases in its own name and shall not attempt in any way to bind the Authority in its contractual agreements, whether written or oral. The relationship between Contractor and Authority is that of independent contracting entities. Neither shall be construed to be the employee of the other.

11.2 Contractor and its agents and employees shall at all times be independent contractors and shall not, under any circumstances, be considered or hold themselves out to be agents or employees of the Authority. Contractor further agrees that no tax assessment or legal liability of Contractor or of its agents or employees shall become an obligation of the Authority by reason of this Agreement.

11.3 Contractor shall be fully responsible for the acts of its employees, independent contractors, and agents and shall take all reasonable precautions to prevent injury or loss and shall be responsible for all damage caused by Contractor or its employees, or agents. Further, Contractor assumes all liability arising out of proven dishonesty of its employees or subcontractors.

12. **Audits:**

12.1 Audits During the Agreement's Term: Contractor agrees that the Authority, or any of its duly authorized representatives, at any time during the term of the Agreement, shall have access to, and the right to audit and examine, with reasonable notice, any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this Agreement. Contractor agrees to refund to the Authority any overpayment disclosed by such audit within thirty (30) days of notice by the Authority, and, in the event any such audit shall disclose an overpayment by the Authority of greater than 10% of the amount properly owed, the Contractor shall pay the cost of such audit.

12.2 Contractor's Duty to Maintain Records After the Agreement's Term: The Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Authority as appropriate, for a minimum of twelve (12) years from the end of the Agreement. The Contractor agrees to make such books, records, documents, procedures and practices available to the Authority during normal business hours upon request.

13. **Intellectual Property and Government Data Practices:**

13.1 Intellectual Property Rights. The Authority owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the Authority and all such Documents must be immediately returned to the Authority by the Contractor upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the Authority. The Contractor must, at the request of the Authority, execute all papers and perform all other acts necessary to transfer or record the Authority's ownership interest in the Works and Documents.

13.2 Obligations Regarding Intellectual Property

13.2.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Agreement, the Contractor will immediately give the Authority written notice thereof, and must promptly furnish the Authority with complete information and/or disclosure thereon.

13.2.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Authority, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Contractor will indemnify; defend; and hold harmless the Authority, at the Contractor's expense, from any action or claim brought against the Authority to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the Authority's opinion is likely to arise, the Contractor must, at the Authority's discretion, either procure for the Authority the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the Authority will be in addition to and not exclusive of other remedies provided by law.

13.3 Government Data Practices: Contractor acknowledges that any records received, maintained or controlled by the Authority are subject to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13. Contractor shall cooperate with the Authority to respond to valid requests pursuant to the Data Practices Act.

14. **Equal Opportunity:**

14.1 The Contractor shall comply with all Applicable Laws and any special requirements regarding equal employment opportunity, including but not limited to the completing the Minnesota Affirmative Action Data Page referenced in the Request for Qualifications/Proposals (RFQ/RFP) for Insurance Broker Services for Property and Casualty Program.

15. **Publicity and Endorsement:**

15.1 Publicity. Any publicity regarding the subject matter of this Agreement must identify the Authority as the sponsoring agency and must not be released without prior written approval from the Authority. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

15.2 Endorsement. The Contractor must not claim that the Authority endorses its products or services.

16. **Compliance with Laws:**

16.1 Contractor shall comply with all Applicable Laws, ordinances, codes, and regulations of any federal, state, county, or municipal government, bureau, or department, including any applicable regulations, relative to all of its activities and shall obtain and maintain all necessary licenses and permits at its sole cost and expense. The Authority shall have no responsibility for fines, penalties or sanctions incurred due to acts or omissions of Contractor, its employees, agents, or subcontractors.

17. **Contractor's Records and Data Safeguarding:**

17.1 The Authority shall be permitted access to all of the Contractor's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar materials relating to this Agreement. Contractor shall preserve all such material for a period of two years after final payment under this Agreement. The reports, data, information, documents, plans, computer models and specifications prepared by the Contractor pursuant to this Agreement shall become and remain the property of the Authority.

17.2 Contractor (including their respective officers, trustees, employees, agents, subcontractors, and assigns) shall keep confidential any and all information which is marked "Confidential" and obtained from the Authority concerning the assets, properties, business, services, clients, trade secrets, organizational structure, philosophy, objectives, financial plans and results, and other information relating to the other party (the "Confidential Information") and shall not use such information (including without limitation this Agreement) for any purpose other than that purpose contemplated under this Agreement. However, any such information may be disclosed to employees and agents of Contractor to the extent that such persons, in Contractor's considered judgment, need access to such information to enable Contractor to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement.

17.3 Contractor shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction, erasure, or release to outside parties, including but not limited to any and all Confidential Information. All costs, expenses, or damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through the negligence of the Contractor. Any personally identifiable information including personal contact information may not be used for any purpose other than servicing this Agreement. The Contractor may not make any disclosures of it to anyone other than the Authority without providing notice to the Authority and complying with applicable law.

18. **Governing Law and Dispute Resolution:**

18.1 Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Notwithstanding anything in this Agreement to the contrary, the Authority does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Contractor or any third party.

18.2 The Authority and Contractor agree that if a dispute of any nature arises out of this Agreement, they will first try to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the dispute is not resolved by mediation, Contractor agrees that the Authority shall have the sole and exclusive discretion to determine whether the dispute shall be litigated in a court of competent jurisdiction in Hennepin County, Minnesota, or arbitrated pursuant to the Commercial Rules of the American Arbitration Association. To the extent a dispute involves common questions of fact or law that involve third parties whose presence is necessary for complete relief, Contractor consents to the joinder in arbitration of such third parties by the Authority.

19. **Termination:**

19.1 Termination by the Authority. The Authority may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed as Contractor's sole and exclusive remedy. In the event the Authority terminates for cause, and such termination is later determined to have been unjustified, then such termination shall be deemed to have been for convenience and the Contractor's remedies shall be limited to the sole and exclusive remedy specified in this paragraph 19.1. In no event shall the Authority be liable for lost anticipated profits or consequential damages.

20. **Notices:**

20.1 All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Authority at: Minnesota Sports Facilities Authority
900 South Fifth Street
Minneapolis, Minnesota 55415
Attention: Ted Mondale, CEO/Executive Director
Facsimile No. (612) 332- 8334

Contractor at: _____

Attention: _____
Facsimile No. _____

or at such other place or places as either party may hereafter designate in writing.

21. **Independence of the Contractor and Authority:**

21.1 Contractor represents and warrants that no trustee, officer, employee, student or agent of the Authority has been or will be employed, retained or paid a fee, or otherwise receive or will receive any personal compensation or consideration of any kind by or from Contractor's directors, officers, employees, or agents in connection with obtaining, arranging, negotiating, or performing this Agreement.

21.2 No person or persons other than those employed by Contractor shall have any financial or personal interest in Contractor's performance hereunder.

21.3 No person acting for or employed by the Authority is now or will hereafter be directly or indirectly involved on behalf of Contractor in this Agreement, or in the service and work to which it relates, or in any portion of the profits thereof in any manner.

22. **Miscellaneous:**

22.1 The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.

- 22.2 Section headings herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.
- 22.3 In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provisions of this Agreement shall govern.
- 22.4 All covenants, agreements, indemnities, guarantees and warranties made by Contractor shall survive the expiration or termination of this Agreement.
- 22.5 If any term or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 22.6 The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- 22.7 Obligations pursuant hereto shall survive the completion of the services to be performed by it and the date of termination hereof.
- 22.8 The rights and remedies provided for in this Agreement are in addition to any other rights and remedies provided by law.
- 22.9 In the execution of the Agreement, the Contractor agrees, consistent with the policies of the Authority, not to discriminate on the grounds of race, color, sex, national origin or citizenship status, age, disability, or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 22.10 This is a non-exclusive Agreement. The Authority may contract with more than one contractor for similar services provided during the term of this Agreement. Contractor acknowledges that entry into an Agreement to provide services to the Authority does not obligate the Authority to purchase products or services from Contractor any minimum number of occasions, or at all, during the Agreement term.
- 22.11 Contractor is free to contract for similar services with other parties while this Agreement is in force; provided, however that Contractor shall not contract with other parties whose interests would be in conflict with the Authority without the Authority's prior written consent after full disclosure of the proposed contract by Contractor. Contractor represents that it has no conflicts of interest with respect to this Agreement.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Authority and Contractor have executed this Agreement as of the date at the beginning of this Agreement.

CONTRACTOR:

By: _____

Its: _____

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____

Name: Michele Kelm-Helgen

Title: Chair

By: _____

Name: Ted Mondale

Title: CEO/Executive Director