

THIRD AGREEMENT

Between

City of Saint Paul, Minnesota, a municipal corporation, and
Saint Paul RiverCentre Convention & Visitors Authority, a Minnesota non-profit corporation, effective
January 1, 2025

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RCVA Primary Facility Management and Operations Agreement
RCVA Primary Parking-Management Contract
RCVA Primary Concessions Contract
RCVA Primary Catering Contract
RCVA Contract for the Connection.
CVB RiverCentre Pedestrian Link Cooperative Agreement
Affirmative Action/Equal Opportunity
Labor Standards
Vendor Outreach Program
Acknowledgement of Vendor Outreach Requirements

Exhibit A1
Exhibit A2
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THIRD AGREEMENT

THIS THIRD AGREEMENT (the "Agreement") is effective this 1st day of January, 2025, by and between **CITY OF SAINT PAUL, MINNESOTA**, a municipal corporation (the "City"), and **SAINT PAUL RIVERCENTRE CONVENTION AND VISITORS AUTHORITY**, a Minnesota nonprofit corporation (the "Authority").

WHEREAS, the City is the owner of those certain facilities in downtown Saint Paul, Minnesota, commonly known as the Saint Paul RiverCentre Convention Centre, the Roy Wilkins Auditorium and the RiverCentre Parking Ramp south of Kellogg Boulevard and the pedestrian connection linking the foregoing facilities to the City's skyway system (hereinafter the above-referenced facilities shall be collectively referred to as the "Saint Paul RiverCentre"); and

WHEREAS, 2005 Minn. Laws, Chapter 152, Art. 1, Sections 1 and 38 (the "Special Law"), authorizes the City to, among other things, enter into an agreement with a nonprofit corporation to equip, maintain, manage and operate all or a portion of the Saint Paul RiverCentre and to manage and operate a convention and visitors bureau to market and promote the City as a convention and tourism destination; and

WHEREAS, pursuant to the authority set forth in the Special Law, the City entered into an Agreement with the Authority on September 30, 2005 (the "First Agreement") and entered into a second agreement with the Authority on January 1, 2009 (the "Second Agreement"); and

WHEREAS, the City has levied and is collecting a tax on hotel and motel usage (the "Hotel-Motel Tax") , pursuant to Minn. Stat. § 469.190, within the geographic boundaries of the City (the "Market Area"), a portion of which is specified by state law for use by a convention and visitors bureau to promote the Market Area as a convention and tourism destination, generating hotel room stays, restaurant, entertainment and retail business and accompanying revenues to benefit the City, and those persons and businesses located in the Market Area in accordance with 1991 Minn. Laws, Chapter 291, Art. 8, Section 24; and

WHEREAS, the Authority is a nonprofit corporation organized to equip, maintain, manage and operate the Saint Paul RiverCentre and to manage and operate a convention and visitors bureau to market and promote the Market Area and the convention and hospitality facilities situated therein as a convention and tourism destination, so as to benefit the City, and those persons and businesses located in the Market Area in accordance with 1991 Minn. Laws, Chapter 291, Art. 8, Section 31; and

WHEREAS, as it did with the First Agreement, Second Agreement, and their amendments, the City desires to retain the services of the Authority to equip, maintain, manage and operate the Saint Paul RiverCentre (the "Saint Paul RiverCentre Duties") and to market and promote the Market Area as a

convention and tourism destination (the "Convention and Visitors Bureau Duties") and the Authority is willing to do so subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and promises herein contained, the parties hereto agree as follows:

Section 1. Engagement of the Authority: Services

1.1 Engagement. The City hereby engages the Authority to equip, maintain, manage and operate the Saint Paul RiverCentre and to manage and operate a convention and visitors bureau to market and promote the City as convention or tourism destination in accordance with Laws of Minnesota 2005, Chapter 152, article 1, sections 1 and 38. The Authority hereby accepts such engagement under the terms and conditions provided herein.

The Authority shall perform and provide such services as are needed to manage, operate, maintain, and promote the Saint Paul RiverCentre in a manner consistent with

1.2 Scope of Services Regarding the Saint Paul RiverCentre Duties. This Agreement. Subject to the limitations stated in this Agreement, the Authority shall have general responsibility and authority to conduct operations of the Saint Paul RiverCentre and activities therein on behalf of the City.

1.2.1 Specific Services Regarding the Saint Paul RiverCentre Duties. In the course of managing, operating, maintaining and promoting the Saint Paul RiverCentre hereunder:

(a) The Authority: (i) shall assume the rights, obligations and responsibilities of the RiverCentre Authority, an agency of the City (the "RCA") contained in all contracts and agreements made by and between the RCA, and any contractors, subcontractors and other parties providing goods or services to the Saint Paul RiverCentre that are in effect the day this Agreement becomes effective, including, but not limited to, that certain Renewed and Extended Agreement for Saint Paul RiverCentre dated January 1, 2005, made by and between the RCA and the Saint Paul Arena Company, LLC ("SPAC") (a list of such contracts to be assumed by the Authority, along with copies of each contract are attached hereto and collectively marked as Exhibit A and shall hereinafter be collectively referred to as the "Assumed RCA Contracts") and contained in Laws of Minnesota 1969, chapter 783, section 1, as amended; and (ii) shall oversee on behalf of the City, all contractors, subcontractors and other contracting parties providing goods or services to the Saint Paul RiverCentre (including, those contractors who are parties to an Assumed RCA Contract) and shall only negotiate renewals, extensions and replacements for the provision of such goods and services subject to approval by the City, all in accordance with Section 4 herein.

(b) The Authority shall oversee all capital improvements of the Saint Paul RiverCentre, subject to the involvement and approval of the City in the bidding process, in

accordance with all applicable federal, state, and local procurement requirements, for each improvement and the City's supervision of the construction thereof, and in each case also subject to the applicable Approved Capital Budget (as defined in Section 6.5 herein).

- (c) The Authority shall arrange for payment on behalf of the City of all operating expenses for Saint Paul RiverCentre as contemplated in each Approved Operating Budget (as defined in Section 6.2(a) herein).
- (d) The Authority, on behalf of the City, shall take such actions as the Authority shall deem necessary to collect charges, rents or other amounts due to the Saint Paul RiverCentre, or to enforce or pursue damages under any license or other agreement regarding the Saint Paul RiverCentre (including such legal actions or proceedings as the Authority may deem necessary).
- (e) The Authority shall maintain complete records and schedules for booking events and other uses of the Saint Paul RiverCentre.
- (f) The Authority shall provide, on behalf of the City, day-to-day administrative services to support operations of the Saint Paul RiverCentre, including budgeting and accounting; payroll; billing; collections and disbursements; obtaining insurance (as provided hereinafter); and maintaining on the City's behalf such permits and licenses as are required to operate the Saint Paul RiverCentre under such laws and rules of government agencies as are applicable to operations of the Saint Paul RiverCentre.
- (g) The Authority shall consult with and obtain approval from the City's Director of Financial Services, before signing any agreement that may result in a "private business use" of Saint Paul RiverCentre (within the meaning of Section 141(b) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations. 1.141-3 thereunder) or could reasonably be interpreted as resulting in such "private business use."

1.3 Scope of Services Regarding the Convention and Visitors Bureau Duties. The Authority shall perform such services as are needed to market and promote the City as convention or tourism destination consistent with this Agreement. On the effective date of this Agreement and on or before the first day of January during each year of the term of this Agreement thereafter, the Authority shall submit to the City a convention/tourism marketing plan (the "Marketing Plan") to the City, setting forth the scope of services to be provided to the City by the Authority, and the manner in which the Authority intends to market and promote the Market Area as a tourist and convention center. The parties acknowledge the marketing of the Market Area may involve expenditures outside the Market Area to promote the Market Area and generate revenue for the Authority.

1.3.1 Specific Services Regarding the Convention and Visitors Bureau Duties. The services to be performed by the Authority with regard to marketing and promoting the Market

Area, including, but not limited to, the Saint Paul RiverCentre, as a tourist or convention center shall include, but shall not be limited to, the following activities:

- (a) Assume the obligations and responsibilities of the Saint Paul Convention and Visitors Bureau (the "CVB") contained in all contracts and agreements made by and between the CVB, and any contractors, subcontractors or other parties providing goods or services to the CVB that are in effect the day this Agreement becomes effective (the "Assumed CYB Contracts").
- (b) Prepare and distribute marketing and promotional materials which present the meeting, convention and trade show potential of the Saint Paul RiverCentre and the Market Area.
- (c) Prepare and distribute marketing, promotional materials, social media, and digital marketing and maintaining websites which promote hotels, restaurants, meeting facilities and other retail businesses within the Market Area.
- (d) Prepare and distribute marketing materials which promote the cultural and educational attractions within the Market Area.
- (e) Provide convention services for persons attending meetings, conventions and trade shows at the Saint Paul RiverCentre and other facilities within the Market Area.
- (f) Collect and evaluate tourism research that directly benefits the Market Area.

1.4 Operating Standards Regarding the Saint Paul RiverCentre Duties.

- 1.4.1 The City and the Authority acknowledge and agree that a principal objective of this Agreement is to oversee the management and operations of the Saint Paul RiverCentre in a manner that is reasonably prudent, and consistent with the operations of other first-class public facilities and consistent with the public investment that has been made in the Saint Paul RiverCentre (the "Saint Paul RiverCentre Operating Standards"). The Authority further acknowledges that the Saint Paul RiverCentre is a public facility owned by the City, and, as such, the public has a right to expect that said facility is managed by the Authority in a manner that is consistent with the public investment that has been made therein.
- 1.4.2 As used in Section 1.4.1 herein, the phrase, "consistent with" will refer to all areas of the Saint Paul RiverCentre operations, including, but not limited to the following criteria:
 - (a) the Authority's fiscal and operational oversight and supervision of the Saint Paul RiverCentre;
 - (b) interior and exterior appearance of the Saint Paul RiverCentre;

- (c) performance of the Authority's employees in maintaining the Saint Paul RiverCentre Operating Standards;
- (d) concessions and public facilities;
- (e) customer service;
- (f) marketing and promotion of all facilities;
- (g) customer satisfaction of all facilities;
- (h) ingress and egress for parking;
- (i) load and unload times for loading docks;
- (j) cleanliness, responsiveness and quality of food and beverage service; and
- (k) security.

1.4.3 The City may consider the criteria set forth in Section 1.4.2 herein in determining whether the Authority has satisfied the Saint Paul RiverCentre Operating Standards which determination shall be made in the City's sole discretion.

1.4.4 In addition to the criteria set forth in Section 1.4.2 herein, the City may also use the following tools to determine if the Saint Paul RiverCentre Operating Standards have been achieved:

- (a) customer surveys;
- (b) interviews with the Authority's board members and employees;
- (c) interviews with contractors and subcontractors who provide services to the Saint Paul RiverCentre; and
- (d) any other person[s] or entity[ies] who may be of assistance to the City.

1.5 Operating Standards Regarding the Convention and Visitors Bureau Duties.

1.5.1 The Authority acknowledges and agrees to manage and operate a convention and visitors bureau to market and promote the Market Area in a manner that is reasonably prudent, and consistent with the marketing and promotional operations of other first-class convention and visitors bureaus, and is consistent with the public investment that will be made by the City in such marketing and promotion activities (the "Convention and Visitors Operating Standards"). In addition, the Authority recognizes the investment of the City in the Saint Paul RiverCentre and the importance of achieving maximum use and occupancy of the Saint Paul RiverCentre. Accordingly, the Authority acknowledges and agrees that it shall, as one of its primary objectives in marketing and promoting the Market Area as a convention and tourism destination, solicit meetings, conventions and trade shows that utilize the Saint Paul RiverCentre. In recognition of the fact that maximum usage of the Saint Paul RiverCentre will be facilitated by the continuation of a formal booking policy, the Authority shall maintain a

booking policy that is consistent with those usual and customary booking policies in place for similar convention facilities.

- 1.5.2 To assist the City in determining whether the Authority has satisfied the Convention and Visitors Operating Standards, which determination shall be made in the City's sole discretion, the Authority shall prepare and submit to the City within thirty (30) days following the end of each calendar quarter the following:
- (a) A list of all meetings and conventions booked by the Authority in the previous quarter and year to date including:
 - 1. the name of the event;
 - 2. the date of the event;
 - 3. the facility booked for the event;
 - 4. the anticipated attendance at event;
 - 5. the anticipated exhibit space (if any);
 - 6. the estimated economic impact of the event by persons attending the event;
 - 7. the anticipated hotel room nights generated by the event;
 - (b) A report on the approximate number of visitors attracted to the City as a result of the meetings and conventions booked by the Authority through the previous quarter and year-to-date.
 - (c) A list of all bids and proposals submitted for meetings, trade shows, or conventions to be held at the Saint Paul RiverCentre and the market area, whether the event was booked, and if not, the reasons given for not booking.
 - (d) A calendar list of future meetings, conventions, trade shows and events which are scheduled to occur within the Market Area and which are known to the Authority (including those booked by the Authority pursuant to this Agreement). Such list shall include the total number of persons anticipated to be in attendance at such meeting, convention, trade show or event.
 - (e) A list of all industry meetings attended by the Authority's employees during such quarter in an attempt to induce organizations to hold meetings, conventions and tradeshow at sites within the Market Area, and Meeting Planners to select the Market Area for the meetings conventions, trade shows or events.
 - (f) A list of all travel agents, tour brokers, travel writers, meeting, convention, and trade show planners, and other promoters of business and leisure travel hosted by the Authority individually or by means of familiarization trips during such quarter.

- (g) A list of all special marketing and promotions sponsored by the Authority to induce persons to select the Market Area as a site for meetings, conventions, tradeshow, event and leisure travel.
- (h) Such additional information and reports as reasonably requested by the City.

Section 2. Term and Termination.

2.1 Term. The period during which the Authority shall provide services hereunder and during which the City shall purchase and pay for such services in accordance with this Agreement shall be thirty-six (36) months (the "Term") and shall start on January 1, 2025 (the "Start Date"), and end on December 31, 2028, unless terminated sooner as provided in this Agreement.

2.2 Option To Extend. The City shall have the right, exercisable at the City's sole discretion, to extend and renew this Agreement for additional three (3) year term, the effective date of such extension which shall be determined by the City.

2.3 Termination.

2.3.1 If either party shall fail to perform any of such party's obligations under this Agreement, including a failure to pay when due any amount payable hereunder, then the other party shall have the right to give notice describing such failure with particularity. Upon receipt of such notice, the failing party (i) shall take all reasonable actions to promptly cure such failure or (ii) if such failure cannot then be cured in all respects (whether due to expiration of a time period or otherwise), shall take all reasonable actions to cure such failure to the extent possible and to prevent recurrence of such failure. If the failing party does not comply with its obligations under this Section 2.3.1 within thirty (30) days after receipt of such notice of failure, then the party giving such notice of failure may terminate this Agreement by notice of termination given within thirty (30) days following the end of such 60-day period. If this Agreement is terminated under this Section 2.3.1, then the terminating party shall have no further obligations under this Agreement after such termination other than Continuing Obligations as defined in Section 2.5.2 herein.

2.3.2 Nothing in this Agreement shall entitle the Authority to make any claim against the City for any monetary damages (including, but not limited to, attorneys' fees) whatsoever, resulting from either the termination of this Agreement or the City's breach of a term or obligation contained therein. Nothing in this Agreement shall entitle the City to make any claim against the Authority for any monetary damages (including, but not limited to, attorneys' fees) whatsoever, resulting from either the termination of this Agreement or the Authority's breach of a term or obligation contained therein.

2.4 Effect of Termination.

2.4.1 Upon any termination of this Agreement, the Authority shall deliver to the City any funds and other property belonging to the City then in the Authority's control, and the City shall reimburse the Authority for any expenses previously incurred by the Authority on behalf of the City, plus any unpaid prorated amounts under Section 8 herein, less

any amounts then owed by the Authority to the City as a result of such termination or otherwise.

- 2.4.2 Notwithstanding any termination of this Agreement, the parties shall continue to be bound by their respective obligations under Sections 8, 9.1, 10 and 12 herein which shall be deemed to be the "Continuing Obligations," and shall survive any termination of this Agreement.

Section 3. City Oversight and City Representative; Use of Facility; Use of City Services

- 3.1 Oversight and City Representative.** All assets, revenues, monies, obligations and expenses (other than those monies generated from any membership fees, sponsorship fees, and advertising fees received by the Authority) shall be held and incurred by the Authority for the City's account, and the City shall oversee operations of the Authority and its financial results through the budget and reporting process specified in Section 6 herein. The Authority shall report to the City through an individual designated by the City as "City Representative," who shall be an employee or consultant of the City. The Authority shall designate its highest ranking officer to report to the City Representative as the "Authority Representative" described in this Agreement. The City shall designate the City's Deputy Mayor to serve as City Representative who shall thereafter from time to time designate, replace and otherwise take such action as necessary to cause there to be a duly designated and authorized individual serving as City Representative at all times. The City shall cause the City Representative to oversee performance of this Agreement, respond to the Authority's inquiries and consult with the Authority at all times regarding the services to be provided by the Authority to the City under this Agreement and achievement of its public purpose objectives. The City shall authorize and cause the City Representative to review actions proposed by the Authority that require approval by the City hereunder and, with respect to such proposed action and except as otherwise provided herein, receipt by the Authority of written approval signed by the City Representative shall be "City Approval"; provided, however, that any approval of an Extraordinary Contract (as defined in Section 4.1(b) herein), proposed operating budget or proposed capital budget shall also require the approval and signature of the City's Director of Financial Services.
- 3.2 Use by the City.** The City, in its capacity as owner of the Saint Paul RiverCentre, shall have the right to use Saint Paul RiverCentre for events of the City or its respective designees and for the benefit of the community (including, for example, City meetings, training for City personnel and public events) on a reduced rent or rent-free basis, as the City may determine from time to time. Use of the facilities does not include the cost for Authority staff needed to support the event, equipment, food and beverages which will be the responsibility of the City. Such use by the City shall be subject to such terms for use as the City and the Authority may determine from time to time, shall not unreasonably compete or conflict with paying events at Saint Paul RiverCentre, and shall be booked in advance (and may be moved from their respective customary dates) with reasonable notice in accordance with Saint Paul RiverCentre policies, as in effect from time to time.
- 3.3 Use by the Authority.** The Authority shall have the right to use office space in the Saint Paul RiverCentre for the Term.

- 3.4 Use of Services of the City Attorney.** The Authority and the City acknowledge and agree that it is in the best interests of both parties, that the Authority shall employ and utilize the Saint Paul City Attorney's Office (the "CAO") as its general legal counsel and primary attorney with regards to legal matters related to the Authority's duties and obligations contained in this Agreement. The Authority and City further acknowledge, understand and agree that the CAO's dual representation of both the Authority and the City may create a conflict of interest under the Minnesota Rules of Professional Conduct applicable to lawyers licensed to practice in the State of Minnesota (the "Rules"). In the event such dual representation creates a conflict of interest under the Rules or any authoritative interpretation thereof, the CAO shall so notify and consult with both the Authority and the City, and the CAO shall permit the Authority to employ and utilize outside legal counsel. In those situations in which a conflict of interest actually exists, the Authority acknowledges, understands and agrees that the CAO will continue to represent the City with regard to the matter giving rise to the conflict, and that the Authority waives and releases any objection to the CAO's representation of the City in such matters, including waiving any claim of information provided by the Authority to the CAO as being privileged and confidential.
- 3.5 Use of Services of the City Procurement Division.** The Authority acknowledges and agrees that it shall employ and utilize the services of the City's Procurement Division regarding any project for which funding is included in the Approved Capital Budget. The Authority agrees to follow City procurement policies and Minnesota Uniform Municipal Contracting laws.
- 3.6 Role of the State Auditor.** The Authority acknowledges and agrees that it shall authorize and permit the Office of the Minnesota State Auditor (the "Auditor") to audit and review the Authority's operations and financial records to the same extent the Auditor audits and reviews a municipality or other local unit of government, subject to the Auditor's constitutional and statutory authority.

Section 4. Contracts

4.1 Extraordinary and Ordinary Contracts.

- 4.1.1 The "Authority Contract" shall mean at any time a use agreement, license, provider agreement, supply contract, service agreement and other contract or agreement of any kind (other than any collective-bargaining agreement or employment agreement involving the Authority and its employees) that is in effect at such time with respect to either the Saint Paul RiverCentre Duties or the Convention and Visitors Bureau Duties (and shall include each Extraordinary Contract and each Ordinary Contract, as defined below). Exhibit A attached hereto is a list of each Authority Contract in effect as of the date of this Agreement.
- 4.1.2 "Extraordinary Contract" means the following:
- (a) the primary facility management and operations contract for the Saint Paul RiverCentre designated as such in Exhibit A1 attached hereto;
 - (b) the primary parking-management contract for Saint Paul RiverCentre, designated as such in Exhibit A2 attached hereto;

- (c) the primary concessions contract for the Saint Paul RiverCentre, designed as such in Exhibit A3 attached hereto;
- (d) the primary catering contract for the Saint Paul RiverCentre, designated as such in Exhibit A4 attached hereto;
- (e) the contract for the Connection to the Saint Paul RiverCentre, designated as Exhibit A5 attached hereto;
 - (1) the contract for the RiverCentre Pedestrian Link Cooperative Agreement, designated as Exhibit A6 attached hereto;
 - (2) any contract relating to capital improvements to be made to the Saint Paul RiverCentre;
 - (3) any contract relating to the use or lease of the Saint Paul RiverCentre for a period longer than thirty (30) days;
 - (4) any Authority contract that, on the date when signed (the "signing date"), creates non-terminable obligations that bind the Authority and extend more than one year beyond the signing date,
 - (5) any Authority contract that the City, in its sole discretion, may from time to time designate by notice to the Authority as an Extraordinary Contract; and
 - (6) any Authority contract that replaces, extends or substantially amends any contract referred to in clauses (1), (2), (3), (4), and (5) above.

4.1.4 "Ordinary Contract" means any Authority Contract that is not an Extraordinary Contract including all contracts that are terminable, or last less than one year. This includes all routine maintenance and repair contracts, all service contracts, all advertising contracts and all event and booking contracts.

4.2 Contract Administrator. Except as otherwise provided herein, the Authority shall serve as contract administrator for each Authority Contract, shall cause performance of the City's obligations thereunder on behalf of the City, and shall represent the City and act on its behalf in monitoring each other party's performance thereof, billing, collecting and disbursing funds, and dealing with each other party in all respects. The Authority shall obtain City Approval in connection with any action under an Extraordinary Contract if the effect of such action is to extend, terminate, substantially amend or commence legal proceedings to enforce such Extraordinary Contract. The Authority shall have the responsibility and sole authority to enter into any Ordinary Contract as the City's agent and on the City's behalf, but the Authority shall not enter into any Extraordinary Contract without City Approval. The Authority shall also provide monthly management reports to the City, and the Director of the Department of Planning and Economic Development, regarding the status of the Authority Contracts and significant developments related thereto, upon request by the City, at the same time that the Authority is required to provide the monthly reports described in Section 6.4(a) herein.

Section 5. Applicability of Other Laws and Non Statutory Limitations

5.1 Applicability of State and/or Federal Laws. The following laws contained in Minnesota Statutes, applicable to political subdivisions, shall also apply to the Authority:

5.1.1 **Minnesota Open Meeting Law.** Minnesota Statutes, Chapter 13D, the Minnesota Open Meeting Law;

(a) **Minnesota Government Data Practices Act.** Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, except that data collected, received, created, or maintained by the Authority in the course of preparing or submitting any responses to requests for proposals or requests for bids relating to events hosted, conducted, or sponsored by the Authority shall be classified a nonpublic data under Minn. Stat. Section 13.02, Subd. 9 and Minn. Stat. Section 13.55, Subd. 4, or private data under Minn. Stat. Section 13.02, Subd. 12, until the time provided in Minn. Stat. Section 13.55, Subd. 2 (a) or (b);

(b) **Uniform Municipal Contracting Law.** Minnesota Statutes, Section 471.345, the Uniform Municipal Contracting Law;

(c) **Other Laws.** Any other state and/or federal laws as agreed upon by the City and the Authority.

5.2 Applicability of City Laws. With respect to all aspects of the Authority's exercise of its duties and obligations contained in this Agreement, including, but not limited to, all contracts entered into between the Authority and third parties:

5.2.1 **Affirmative Action/Equal Opportunity.** The Authority agrees to be bound by and to cause its contractors and subcontractors to comply with the requirements of Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Requirements in Employment adopted by the Saint Paul Human Rights Commission.

5.2.2 **Prevailing Wage.** The Authority agrees to be bound by and to cause its contractors, subcontractors and lower tier subcontractors to comply with the requirements of Section 82.07 of the Saint Paul Administrative Code.

5.2.3 **Vendor Outreach Program.** The Authority agrees to comply with and shall cause its contractors and subcontractors to comply with the City's Vendor Outreach Program as required by Chapter 84 of the St. Paul Administrative Code. In entering into contracts and subcontracts for any applicable project, and this includes all soft costs, professional services, hard construction costs and other Project costs, the Authority and its contractors and subcontractors shall meet the requirements set forth in Exhibit A10 attached hereto and incorporated herein. The Authority agrees to separately sign Exhibit All to acknowledge its receipt of these requirements and its agreement to comply with them.

5.2.4 **Contract Documents.** The Authority shall incorporate in all contracts related to the services provided by the Authority pursuant to this Agreement, and shall cause its

contractors and subcontractors to incorporate the requirements of this Section 5.2 in all such contracts, including contracts for purchase of materials and services.

Section 6. Operating Year: Budgets: Reports

6.1 Calendar Year. Operations, accounting and reporting regarding the Authority's duties and obligations contained in this Agreement shall be conducted on the basis of the calendar year, commencing January 1 and ending December 31, and each reference herein to a year means the calendar year (unless otherwise specifically stated).

6.2 Operating Budgets. For each year, throughout the Term and no later than October 31st of each such year, the Authority shall establish and submit to the City Representative for approval: (a) an operating budget for Saint Paul RiverCentre Duties; and (b) an operating budget for Convention and Visitors Duties (herein the above-referenced operating budgets shall be collectively referred to as the "Proposed Operating Budget") in accordance with the following:

6.2.1 Within twenty (20) days after receiving a Proposed Operating Budget, the City shall notify the Authority in writing as to whether the City has approved or disapproved of the Proposed Operating Budget (in the event of approval, the Proposed Operating Budget shall herein be referred to as the "Approved Operating Budget").

6.2.1 Any Approved Operating Budget may be amended at any time by a written amendment that is approved by the City Representative.

6.3 Accounting, Recording and Allocations.

6.3.1 The City and the Authority shall agree upon a chart of accounts and other accounting records to be used by the Authority. The Authority shall maintain complete accounting records relating to its duties and obligations contained in this Agreement and shall establish internal-control policies and practices which are in accordance with generally accepted standards in the facilities- management and convention and visitors bureau industries and any additional requirements of the Auditor.

6.3.2 The Authority shall cause all revenues respectively attributable to its Saint Paul RiverCentre Duties and its Convention and Visitors Duties be separately recorded and reported (on a direct basis) to the greatest extent possible. For each year, if any revenue shall be incurred by the Authority related to a single event or activity that involves both the Authority's Saint Paul RiverCentre Duties and its Convention and Visitors Duties, such revenue shall be allocated between the two Duties on a basis determined with City Approval in connection with the Approved Operating Budget for that year.

6.3.3 The Authority shall cause all expenses respectively incurred and attributable to its Saint Paul RiverCentre Duties and to its Convention and Visitors Duties to be separately recorded and reported (on a direct basis) to the greatest extent possible (including, for example, separate recording of direct-labor hours, allocation of compensation, and other benefit costs in accordance with such direct-labor hours).

For each year, if any expense shall be incurred by the Authority related to a single event or activity that involves both the Authority's Saint Paul RiverCentre Duties and its Convention and Visitors Duties, such expense shall be allocated between the two Duties on a basis determined with City Approval in connection with the Approved Operating Budget for that year. The City and the Authority acknowledge that from time to time an opportunity for the combined involvement of the Authority's Saint Paul RiverCentre Duties and its Convention and Visitors Duties for an event or other purpose may involve expenses not anticipated in the Approved Operating Budget. To realize the benefits of such an opportunity, the City and the Authority may determine to allocate such expenses so as to reflect the respective costs and benefits of such event attributable to the Authority's Saint Paul RiverCentre Duties and its Convention and Visitors Duties. The expenses of the Authority and its staff will be accounted for separately within the Authority's Approved Operating Budget (as defined in Section 6.2 herein).

6.4 Monthly and Annual Reports

- 6.4.1 Within twenty (20) days following the end of each month during the Term, the Authority shall submit to the City Representative an unaudited written operating statement (the "Monthly Statement") showing, for such month and for the year to date, (i) all gross revenues and expenses related to the Authority's Saint Paul RiverCentre Duties; (ii) all gross revenues and expenses related to the Authority's Convention and Visitors Duties; in each respective case presented in the same manner as in the Approved Operating Budget for such year; and (iii) for each line item a comparison of actual results to those stated in the Approved Operating Budget.
- 6.4.2 Within sixty (60) days following the end of each calendar year, the Authority shall submit to the City Representative for the City's approval a written operating statement for such year (the "Annual Report") stating for such year all revenues and actual expenses related to the Authority.
- 6.4.3 Each Annual Report shall remain subject to the City's audit rights as provided herein.

6.5 Capital Expenditures. For each year throughout the Term and no later than October 31st of each such year, the Authority shall establish and submit to the City Representative for approval, a budget for capital expenditures at Saint Paul RiverCentre during such year (the "Approved Capital Budget"), which shall state all capital projects to be commenced at the Saint Paul RiverCentre during that year and the financing sources to pay for those projects, including those anticipated to be started and completed in the same year and those anticipated to continue into subsequent years (each a "multi-year project"), in accordance with the following:

- 6.5.1 The Authority and the City shall discuss such proposed capital budget and, if such proposed capital budget is also given preliminary approval by the Mayor and the City Council, in each case by the immediately preceding November 30, then the capital budget so approved shall be the Approved Capital Budget for such year, unless amended by the City Council with the approval of the Mayor prior to the final adoption of the capital budget in accordance with Minnesota law and City ordinance. If no capital

budget for such year is finally adopted and approved by the beginning of such year, then the Approved Capital Budget for such year shall consist of each multi-year project included in any previous Approved Capital Budget that is not yet completed.

- 6.5.2 Any Approved Capital Budget may be amended at any time by a written amendment that is approved by the City Council and executed by the City and the Authority.
- 6.5.3 For each month during which the Authority makes any material capital expenditures, the Authority shall provide to the City, in connection with the Monthly Statement for that month, a written summary of such capital expenditures.
- 6.5.4 The Authority shall not make any material capital expenditures unless included in an Approved Capital Budget or otherwise approved by the City.
- 6.6 Reimbursements for City Services.** The Authority shall compensate the City for all services and oversight responsibilities provided by the City herein in an amount to be mutually determined by the City and the Authority, which amount then shall be included in each Proposed Operating Budget submitted throughout the Term.
- 6.7 City Council Approval.** The Approved Operating Budget and Approved Capital Budget shall be transmitted to the City Council as part of the City's annual budget approval process. The City Council may modify the Approved Capital Budget and Approved Operating Budget only with respect to those amounts contained therein that are proposed to be financed by general revenues of the City or bond proceeds.
- 6.8 Modifications to Budgets.** All modifications to the Approved Capital Budget and Approved Operating Budget during any year shall be subject to prior written approval by the City Representative and the Authority.
- 6.9 Operating Standards.** As part of each yearly budget process, the City and the Authority shall establish the Operating Standards, as defined in paragraphs 1.4 and 1.5, for that year and include such Operating Standards as part of the Approved Operating Budget for that year.

Section 7. Receipts and Disbursements;

7.1 Funding Receipts and Disbursements.

- 7.1.1 The Authority, following approval by the City Representative, shall establish and maintain such fully insured bank accounts as needed from time to time for receipts, disbursements, payroll and other operations undertaken by the Authority in accordance with this Agreement, with signature authority in such employees of the Authority as approved by the City Representative (hereinafter such bank accounts shall be collectively referred to as, the "Operating Accounts"). All revenues and receipts collected by the Authority from its Saint Paul RiverCentre Duties and its Convention and Visitors Bureau Duties shall be deposited into the Operating Accounts and the Authority shall cause all expenses and disbursements related to such Duties

to be paid from the Operating Accounts. The Authority shall institute and abide by a cost allocation and accounting system, subject to approval by the City (which approval shall not be unreasonably conditioned, delayed or withheld). Any changes to such system shall be subject to approval by the City (which approval shall not be unreasonably conditioned, delayed or withheld).

7.1.2 All revenues and receipts collected by the Authority from its Saint Paul RiverCentre Duties and its Convention and Visitors Bureau Duties, with the exception of membership fees, sponsorship fees and advertising fees collected by the Authority, are the sole property of the City and shall be held in trust by the Authority for the City for application as provided in this Agreement. Any amounts remaining in any Operating Accounts, upon termination of this Agreement and after payment of expenses as provided herein, shall be paid to the City. If any of such revenues are lost, stolen or otherwise unlawfully removed from the custody and control of the Authority, then the Authority shall continue to be responsible therefore and the Authority shall indemnify the City from and against such loss by making payment to the City within forty-eight (48) hours of discovery of such loss, theft or unlawful removal.

7.2 Funding. For each month, if and to the extent that such projected expenditures exceed the sum of such projected balance plus projected receipts, then the Authority will transfer to the Operating Accounts an amount equal to such excess.

Section 8. Compensation to the Authority

8.1 Compensation. In consideration for the services provided by the Authority under this Agreement, the City shall pay to the Authority: (1) \$1,000,000 per year; plus (2) an additional amount that will cause the total compensation to equal ninety-five percent (95%) of the second three percent (4%) of the Hotel-Motel Tax received by the City plus ten percent (10%) of the first three percent (3%) of the Hotel-Motel Tax received by the City in the previous month; provided, however, that total compensation shall not exceed \$4,000,000 per year. If the \$4,000,000 limit causes the Authority to receive less than the above Hotel-Motel Tax formula amount would have been, the City may increase the amounts paid to the Authority in later periods in order to meet the requirements set forth in 1991 Minn. Laws, Chapter 291, Art. 8, Section 24.

8.2 Timing. The City shall pay the amounts set forth in Section 8.1 herein on a monthly basis, on or before the fifteenth (15th) day of such month.

Section 9. Indemnification and Insurance

9.1 Indemnification.

9.1.1 The City shall indemnify the Authority, and its officers, and employees from, and defend and hold such parties harmless from and against, any damages, liabilities, claims, judgments and expenses, ("Losses"), suffered, incurred or sustained by the Authority resulting from or arising out of any claim for damages (whether for personal injury, property damage or otherwise) resulting from any negligence, misconduct or

other act or omission committed by the Authority while acting within and pursuant to the scope of the duties and obligations contained in this Agreement.

Notwithstanding the foregoing, however, nothing in the Agreement shall cause (or be construed as) a waiver by the City or the Authority of any limitation on municipal liability under Minnesota Statutes, Section 466.01 et seq. or as a waiver of any common-law immunity or limitation of liability, all of which are hereby reserved by the Authority and the City.

- 9.1.2 If any claim is asserted by a third party against the Authority, then the Authority shall promptly give notice thereof to the City. Upon receipt of such notice, the City shall immediately and fully investigate and defend such claim. The Authority shall cooperate in all reasonable respects with the City and the City's attorneys in the investigation and defense of such claim and any appeal arising therefrom.

9.2 Insurance.

- 9.2.1 The Authority, at the Authority's own expense and on the City's behalf, shall keep in force throughout the Term:

(a) Insurance Limits

(1) General or Business Liability Insurance

\$2,000,000 per occurrence

\$2,000,000 aggregate per policy

\$2,000,000 products/completed operations total limit

\$1,000,000 personal injury and advertising

(b) Automobile Insurance.

- (1) Personal Vehicles. When personal vehicles are used in connection with the Agreement, the city is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City with Endorsements from the insurance company.

Bodily Injury

\$1,000,000 Combined Single Limit each accident

- (2) Rental Vehicles. When rental vehicles are used in connection with the agreement, the Contractor must purchase insurance from the rental agency.

- (c) Worker's Compensation and Employer's Liability. Workers' Compensation is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident

\$500,000 per employee

\$500,000 per disease policy limit

- (d) loss-of-income and business interruption insurance, as deemed necessary by the City, covering risk of loss due to the occurrence of any hazards insured against under the insurance referred to in clauses (i) and (ii), in an amount not less than one year's loss of income;

- (e) Management Liability Insurance

\$2,000,000 Directors and Officers

\$25,000 Directors and Officers Retention

\$1,000,000 Fiduciary Liability

9.2.2 General Insurance Requirements.

- (a) All policies must be written on an occurrence basis or as acceptable to the City. Certificates of insurance must indicate that the policy is issued on an occurrence basis.
- (b) The Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the Services is approved, and the Project Manager has issued a notice to proceed. Contractor must carry valid insurance for the duration of the original Agreement and any extension periods.
- (c) Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services requires changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.
- (d) Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 10. Ownership of Assets: Related Obligations: Audit Rights

10.1 Ownership.

- 10.1.1 The Authority acknowledges and agrees that the City owns all the buildings and real estate comprising the Saint Paul RiverCentre and all related equipment, furniture, displays, fixtures, vehicles and similar property now used in operations of the Saint Paul RiverCentre (other than any item that is held by the City under a lease, in which

case the City owns the lessee's rights therein), together with title to all intellectual property rights now held in the City's name, and that nothing contained in this Agreement shall affect the City's ownership thereof.

10.1.2 Subject to the provisions of Section 3.3 herein, the Authority may use the Saint Paul RiverCentre property and related assets of the City for undertaking its duties and obligations under this Agreement and otherwise performing services under this Agreement. The Authority shall not take or use, for purposes other than the Authority's exercise of its duties and obligations contained in this Agreement, any customer or exhibitor lists or similar materials developed by the City or the RCVA or the CVB unless the Authority receives the City Approval. If the Authority purchases equipment, furnishings, materials, or other personal property at the City expense in accordance with this Agreement, then title thereof shall vest in the City, automatically and immediately upon purchase. The Authority shall not pledge, encumber or otherwise alienate or assign for any purpose any assets or property of the City without City Approval. Except that equipment, furnishings, materials and personal property purchased with membership fees, sponsorship fees, and advertising fees collected by the Authority are property of the Authority and can be pledged or encumbered in the Authority's discretion.

10.1.3 All operating reports and financial statements provided to the City by the Authority hereunder, together with all books and records maintained by the Authority, and all other information and documents now in existence shall be (and shall remain) the property of the City and shall be subject to such public disclosure and other requirements as may be imposed by Minnesota law regarding data practices and related matters.

10.2 City Obligations: Tax-Exempt Bonds. Throughout the Term, the City will maintain full legal and beneficial ownership of Saint Paul RiverCentre and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other obligations, security agreements or contracts to which the City may be bound. The Authority acknowledges that the construction, renovation and/or operation of the Saint Paul RiverCentre has been, and may again be financed in whole or in part with tax-exempt bonds. In the event that it is determined by proper state or federal tax authorities, whether by informal ruling or other decisional process, or by formal written opinion of City's bond counsel, that any provision[s] in this Agreement, would, if not amended or removed, render such bonds issued by the City, and/or any other public body, taxable, such provision[s] shall be null and void.

Section 11. Representations and Warranties

11.1 Representations and Warranties of the Authority. The Authority represents and warrants to the City as follows:

11.1.1 The Authority is a non-profit corporation duly organized and validly existing under the laws of the State of Minnesota.

- 11.1.2 The Authority has all requisite power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement.
- 11.1.3 The Execution, delivery and performance herein by the Authority will not breach or violate any provision of the organizational documents of the Authority or of any indenture, mortgage, lien, lease, material agreement, order, judgment or decree to which the Authority is a party or by which its assets or properties are bound.
- 11.1.4 The Execution, delivery and performance herein have been duly authorized by the Authority, and this Agreement constitutes a valid and binding agreement of the Authority, enforceable in accordance with its terms.
- 11.1.5 The Authority complies in all material respects with all laws applicable to the Authority (except for any failure to comply that would not have any material adverse effect on the Authority's ability to fulfill its obligations under this Agreement).
- 11.1.6 The Authority has no outstanding litigation or other legal dispute to it is a party.
- 11.1.7 The information provided by the Authority that is included in this Agreement (including any Exhibit hereto) is accurate and complete in all material respects, does not contain any untrue statement, and does not omit any statement or information necessary to make such information correct and complete in all material respects.

11.2 Representations and Warranties of the City. The City represents and warrants to the Authority as follows:

- 11.2.1 The City is a municipal corporation, validly existing and in good standing under the laws of the State of Minnesota.
- 11.2.2 The City has all requisite corporate power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement.
- 11.2.3 The execution, delivery and performance herein by the City will not breach or violate any provision of the organizational documents of the City or of any indenture, mortgage, lien, lease, material agreement, order, judgment or decree to which the City is a party or by which its assets or properties are bound.
- 11.2.4 The execution, delivery and performance herein have been duly authorized by the City, and this Agreement constitutes a valid and binding agreement of the City, enforceable in accordance with its term.

Section 12. Other Provisions

- 12.1 Relationship.** The parties intend to create a relationship of independent contractors and nothing in this Agreement shall be construed to make either party a partner, joint venture, principal, agent or employee of the other.

12.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then each remaining provision of this Agreement shall nonetheless remain in full force and effect.

12.3 Force Majeure: Certain Changes to the Saint Paul RiverCentre.

12.3.1 Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

- (a) fire not caused by negligence of either party, earthquake, flood, act of God, global health pandemic, civil commotion, war, hostilities or other event, matter or condition of like nature;
- (b) any law, ordinance, rule, regulation or order of any public or military authority (including any based on economic or energy controls, hostilities, war or government law or regulation); or
- (c) any labor dispute which results in a strike, picket or boycott affecting the Saint Paul RiverCentre or services hereunder (unless such dispute shall have been caused by illegal labor practices or violations by such party of applicable collective-bargaining agreements and there has been a final judicial determination of such illegal labor practices or violations), (each a "Force Majeure Event").

12.3.2 Neither party hereto shall be under any obligation to supply any service or services, if and to the extent that doing so shall be prohibited or limited by any federal, state or municipal law, rules, regulation, executive order or directive.

12.3.3 No amount payable to the Authority for its services under this Agreement, shall be increased for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any Force Majeure event.

12.3.4 If any part of the Saint Paul RiverCentre is destroyed, replaced, repaired, upgraded or otherwise changed, this Agreement shall continue in effect for all of the Saint Paul RiverCentre (including that part destroyed or damaged), and the Authority shall have the right to continue providing the services during such change (subject to adjusting the management fee as the City and the Authority may agree, based on any actual reduction or increase of services provided by the Authority as a result of such change).

12.4 Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power (unless such right or power is limited by a time period, in which case such right or power shall lapse only when such time period shall expire). A waiver by any party of any breach of this Agreement or any obligation hereunder shall not be construed to be a waiver of any succeeding breach or any other obligation.

12.5 Headings: References Of Inclusion. The headings of sections, paragraphs and other subdivisions of this Agreement are for convenience only and do not affect the construction or interpretation of the Agreement. Each reference herein to "including" or "includes" shall be deemed to be followed by the words "without limitation."

12.6 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matters herein, and there are no other representations, understanding or agreements between the parties relating to such subject matter.

12.7 Survival. The obligations to indemnify contained in Section 9.1 herein and this Article 12 and each provision hereof shall survive the expiration or termination of this Agreement and shall remain in full force and effect notwithstanding any such expiration or termination.

12.8 No Third-Party Beneficiaries. This Agreement shall not inure to the benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties.

12.9 Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles thereof relating to conflicts of law.

12.10 Dispute Resolution.

12.10.1 For any dispute arising under this Agreement (including any disputed allegation of default hereunder) that is not resolved informally, either party may give to the other party notice of the dispute, including reasonable detail concerning any alleged deficiency in performance of the other party. The City and the Authority, respectively, shall cause the City Representative and the Authority Representative to meet in person at the Saint Paul RiverCentre and attempt in good faith to reach an agreement resolving the dispute. If they do not reach such an agreement within seven days after the date on which such notice is given (the "Dispute Notice Date"), then each of them shall produce a detailed report about the dispute for his or her respective chief executive officer or chief operating officer, who shall meet in person at the Saint Paul RiverCentre and attempt in good faith to reach an agreement. If the parties have not signed a written agreement to resolve the dispute within thirty (30) days following the Dispute Notice Date, then either party may request mediation as provided for in Section 12.10.2 herein.

12.10.2 If any dispute between the parties under this Agreement is not resolved under Section 12.10.1 herein, then, upon notice by either party, such dispute shall be submitted for non-binding mediation before, and as a condition precedent to, the initiation of any legal action regarding such dispute. Each party shall participate in up to four hours of mediation (in each case as requested by such party's chief executive officer or chief operating officer). The mediator shall be selected by the parties, or if the parties fail to select a mediator within ten (10) days after such notice is given, then either party may request selection of a mediator by the administrator of the Ramsey County District Court Civil Alternative Dispute Resolution Program, from its list of qualified neutrals. All expenses related to the mediation shall be born by each party, including without limitation the costs of any experts or legal counsel.

12.11 Jurisdiction and Venue. Any legal action, suit or proceeding brought by it in any way related to or arising out of this Agreement shall be brought in the District Court in and for Ramsey County in the State of Minnesota, and each party hereby accepts and submits to the jurisdiction of such

state courts with respect to any such action, suit or proceeding brought by or against such party. Each party waives any objection to the venue for any such action, suit or proceeding being in such state courts.

12.12 Negotiated Terms. The parties acknowledge that the terms and conditions of this Agreement are the results of negotiations between the parties and that no part of this Agreement shall be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation herein.

12.13 Notices. Each notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by mail or courier to the address specified below

If to the City:

City of Saint Paul
390 City Hall15 West Kellogg Boulevard
Saint Paul, Minnesota 55102
Attention: Deputy Mayor

With a copy to:

City Attorney's Office
City of Saint Paul 400 City Hall
Saint Paul, Minnesota 55102
Attention: Saint Paul RiverCentre

If to the Authority:

Saint Paul RiverCentre and Convention and Visitors Authority
175 Kellogg Boulevard, Suite 502
Saint Paul, Minnesota 55102
Attention: Chief Executive Officer

With a copy to:

City Attorney's Office
City of Saint Paul 400 City Hall
Saint Paul, Minnesota 55102
Attention: Saint Paul RiverCentre

Either party may change its address or facsimile number for notice purposes by giving the other party fifteen (15) days' notice of the new address or facsimile number and the date upon which it will become effective.

12.14 Amendment. No amendment to any provision of this Agreement is valid unless in writing and signed by an authorized representative of each party.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

12.16 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and delivered by its duly authorized representative, effective as of the date first above written.

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SAINT PAUL RIVERCENTRE CONVENTION AND VISITORS AUTHORITY, a Minnesota non-profit corporation

By:

Its:

CITY OF SAINT PAUL, MINNESOTA, a municipal corporation

By:

Its: Deputy Mayor

By:

Its: Director of the Office of Financial Services

By:

Its: Director of the Department of Human Rights and Equal Economic Opportunity

Approved as to Form:

By:

Its: Assistant City Attorney