

# CONSULTANT SERVICE CONTRACT

This Contract, made this 15<sup>th</sup> day of November, 2016, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation (the "CITY") 801 Washington Street, Northfield, MN 55057, and the NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION, a nonprofit corporation organized under the laws of the state of Minnesota, 105 E. Fourth Street, Suite 110, P.O. Box 55, Northfield, MN 55057 ("CONSULTANT"), (collectively the "Parties").

WHEREAS, the CITY requires professional services to assist the CITY in completing its economic development initiatives in the CITY's Downtown Business District (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

## SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph G of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give written notice to the CITY of any additional services prior to furnishing such additional services. The CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate in writing, prior to the CITY's authorization of the changed scope of services.
- C. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or trade.
- D. **Insurance.**
  - 1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
  - 2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general

liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use).

- i. The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$2,000,000.
  - ii. The liability insurance policy shall name the City of Northfield as additional insured.
  - iii. The liability insurance policy shall provide a minimum aggregate limit of \$4,000,000.
3. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the CITY by CONSULTANT and are attached hereto as Exhibit 2.

## **SECTION II – THE CITY'S RESPONSIBILITIES**

- A. The CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's City Administrator, or their designee, in accordance with Section III of this Contract.
- B. The CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. The CITY's City Administrator, or their designee, shall serve as the liaison person to act as the CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between the CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. The CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

## **SECTION III – CONSIDERATION**

- A. **Fees.** The CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If the CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's City Administrator, or their designee, as detailed in Exhibit 3,

CONSULTANT, without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, suspend services due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

#### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, but in no event later than December 31, 2017.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon 30 days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by the CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's City Administrator, or their designee, prior to CONSULTANT's receipt of written notice from the CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY's City Administrator, or their designee, as determined by the CITY.

#### SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure the CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend the CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense,

with counsel reasonably acceptable to the CITY. The CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by the negligence or willful misconduct of the CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

### SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

**THE CITY:**

City Administrator  
City of Northfield  
801 Washington Street  
Northfield, MN 55057

**CONSULTANT:**

Executive Director  
Northfield Downtown Development Corporation  
PO Box 55  
Northfield MN 55057

- D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the CITY for any

purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of the CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of the CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- F. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- G. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- H. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.  
  
CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- I. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or

delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- J. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- K. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- L. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of the CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- T. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and

shall not be used for the interpretation of the validity of the Contract or any provision hereof.

- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of the CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
  
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*Remainder of page intentionally left blank.*



**SECTION VII –SIGNATURES**

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

**CONSULTANT: NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION**

By: Daniel R Bergeson  
(Signature)  
Title: PRESIDENT  
Print Name: DANIEL R BERGESON

Date: 12/27/16

By: Angela M. Humann  
(Signature)  
Title: Treasurer  
Print Name: Angela M. Humann

Date: 12/27/2016

**CITY OF NORTHFIELD:**

By: Dana Graham  
Dana Graham, Its Mayor

Date: 11/15/16

By: Deb Little  
Deb Little, Its City Clerk

Date: 11/15/16

## EXHIBIT 1

### SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services as its contractual obligation to the CITY:

1. Develop and implement a strategy for CONSULTANT's organizational sustainability as well as to potentially serve as a funding option for other priority projects in the downtown.
  - a. Complete a comprehensive report on Special Service Districts as a potential model for long term financial sustainability for the administration services of the Northfield Downtown Development Corporation and services that are not ordinarily provided throughout the city or are provided at an increased level than the rest of the City, in accordance with Minnesota Statute 428A, or applicable law, which authorizes the City to establish Special Service Districts and impose annual service charges on eligible properties within the District.
    - i. Include a comprehensive list of communities that are using the program.
    - ii. Provide a concept of potential boundaries of the District.
    - iii. Illustrate how this may be applicable for implementation in the context of other areas in the city.
    - iv. Present a written comprehensive report and presentation at the CITY mid-year report.
2. Complete a review and report on consideration of pursuing Main Street America Community Designation status and present findings to the CITY.
3. Develop strong collaborative relationships with City staff, Northfield Economic Development Authority (EDA), and the Northfield Area Chamber of Commerce & Tourism on projects and programs which relate to the support and improvement of downtown Northfield.
  - a. Work collaboratively with the Northfield Area Chamber of Commerce & Tourism to accomplish a single source community events calendar.
  - b. Work collaboratively with the Northfield Area Chamber of Commerce & Tourism to accomplish single source location maps.
  - c. Work collaboratively with the Northfield Area Chamber of Commerce & Tourism to accomplish single source marketing materials.
  - d. Pursue options for a co-located operation with the Northfield Area Chamber of Commerce & Tourism for more direct alignment of resources and coordinated work plans.
4. Communicate with businesses, both in person and through other means, to assemble a useful picture of the needs and concerns of the business district

in general, and address specific issues of recruitment and retention.

5. Maintain and expand the database of downtown property (including storefronts, offices, and apartments) and businesses.
6. Assist the CITY in pursuing the opportunity of expanding and revitalizing the Cannon River corridor in the downtown area.
7. Assist the CITY economic development staff efforts as requested related to interest in development, redevelopment, and other business opportunity in the downtown.
8. Assist CITY, as requested, in providing downtown stakeholder input related to citizen requests related to items such as parking restrictions, pedestrian safety enhancements, and conversion of parking to temporary park/patio, bicycle rack locations and others that may arise. Identify private funds and volunteer opportunities to achieve these ideas.
9. Report to the CITY twice during 2017, at mid-year and year-end. The CONSULTANT will report on CONSULTANT's activities, specifically identifying those areas of work CONSULTANT has undertaken to assist the CITY in accomplishing its economic development initiatives and the CITY's Economic Development Authority's work plan initiatives. The CONSULTANT will submit a written report before the meeting and make a verbal presentation at the meeting. Finally, the CONSULTANT will also submit its year-to-date financial report for the meeting.

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*

### EXHIBIT 3

#### COMPENSATION

Subject to the limitations set forth in this Exhibit, the CITY will pay CONSULTANT a flat fee of \$17,500.00 ("Contract price") for CONSULTANT's services, including expenses, under this Contract.

The CITY will make periodic payment to CONSULTANT, in the following manner:

- a) \$ 8,750.00 upon the signing of this Consultant Service Contract by all parties; and
- b) \$ 8,750.00 upon completion of its mid-year report in July and any mutually agreed upon changes to the Scope of Services Section that may result from a Council initiated plan.

The CITY's responsibility to make the payments described above shall be contingent upon CONSULTANT first demonstrating, to the CITY's satisfaction, progress in

1. Accomplishing its responsibilities listed in Exhibit 1;
2. Improving cooperation and collaboration with the CITY and all its partnering organizations related to this contract; and
3. Providing written and verbal reports in on such progress to the CITY, in a form satisfactory to the CITY, prior to the second disbursement outlined above.

# Northfield Downtown

DEVELOPMENT CORPORATION

September 29, 2016

Ben Martig  
City Administrator, City of Northfield  
801 Washington St. S.  
Northfield, MN 55057

Dear Ben,

Thanks for meeting recently with the Board of Directors of the Northfield Downtown Development Corporation (NDDC) and providing us with information regarding the City's budgeting process for 2017. The Board recently voted unanimously to request funding from the City of Northfield as part of a contractual partnership for services rendered as it has done for a number of years now. We are requesting \$17,500 for fiscal 2017 which is half of the amount that we have typically received.

Our mission is to help keep the downtown strong and vibrant, as it is an important asset to our City and Community. We believe that continuing the partnership between the NDDC and the City of Northfield is a wise investment for the City since it leverages the work of the NDDC staff and its network of volunteers toward the goal of fulfilling portions of the Comprehensive Economic Development Plan as it relates to the downtown district.

We are seeking a lesser amount of funding for next year as we are sensitive to the many pressures on the City budget for 2017. As we search for a new Executive Director, we realize that the successful candidate will be on a learning curve to become fully effective after being hired. We also understand that you are reviewing the contract between the City and the NDDC and we look forward to any revisions and changes that will help bring value to the work that we do to support the downtown and community.

Please let us know if you need more information from the NDDC to complete this request for financial support. Thank you for your consideration and we look forward to working with the City of Northfield and others to keep our downtown strong and an important asset of the community.

Sincerely,



Dan Bergeson  
Board President

**NDDC Board of Directors**

Dan Bergeson; Felicia Crosby; Joe Hargis; Greg Heymans; Angela Humann  
Dave Neuger; Brett Reese; Steve Schmidt

# Northfield Downtown

DEVELOPMENT CORPORATION

September 16, 2016

Earlier this week, Scot Covey announced his intent to resign as Executive Director of the Northfield Downtown Development Corporation (NDDC). Since he has been speaking with the Board of Directors for some time about his desire to resume his career in graphic design and web development as well as finding employment closer to where he lives, this news was not a complete surprise.

Scot has done good and significant work during his almost two years as Executive Director. He has met personally with nearly every building or business owner in the downtown district and listened to their observations and concerns. He has mapped all of the information about each physical address in zones C-1 and C-2 to create an interactive database that can be used by all of Northfield's economic development partners and any interested commercial developers. He has partnered with the Northfield Chamber of Commerce and Tourism to coordinate marketing efforts that promote downtown Northfield both within and outside city limits. He has worked closely with the City to refine parking guidelines downtown and explore new ways to better utilize existing parking capacity. He has done extensive outreach to metro area restaurateurs in the hopes of attracting new businesses to downtown Northfield. He has also conducted two successful fundraising campaigns for the NDDC.

The NDDC Board will begin a search for the next Executive Director within the next 7-10 days. In the meantime, the Board is committed to fulfilling the terms of the 2016 contract that the NDDC has with the City of Northfield. The Executive Committee and other members of the Board will be assigned responsibilities to manage each component of the work plan until the new Executive Director is in place.

We wish Scot all the very best and thank him for his service to the NDDC. Please contact me or anyone else on the Board should you have questions during this transition period for the NDDC.

Sincerely,



Dan Bergeson  
NDDC Board President

#### NDDC Board of Directors

Dan Bergeson; Felicia Crosby; Joe Hargis; Greg Heymans; Angela Humann  
Dave Neuger; Brett Reese; Steve Schmidt

PO Box 55  
105 E. 4<sup>th</sup> St. Suite 110  
Northfield, MN 55057

507-663-0319  
[www.nddc.org](http://www.nddc.org)

## CONSULTANT SERVICE CONTRACT

This Contract, made this 5<sup>th</sup> day of January, 2016, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation (the "CITY") 801 Washington Street, Northfield, MN 55057, and the NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION, a nonprofit corporation organized under the laws of the state of Minnesota, 105 E. Fourth Street, Suite 110, P.O. Box 55, Northfield, MN 55057 ("CONSULTANT"), (collectively the "Parties").

WHEREAS, the CITY requires professional services to assist the CITY in completing its economic development initiatives in the CITY's Downtown Business District (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph G of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give written notice to the CITY of any additional services prior to furnishing such additional services. The CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate in writing, prior to the CITY's authorization of the changed scope of services.
- C. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or trade.
- D. **Insurance.**
  1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
  2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general



liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use).

- i. The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$2,000,000.
  - ii. The liability insurance policy shall name the City of Northfield as additional insured.
  - iii. The liability insurance policy shall provide a minimum aggregate limit of \$4,000,000.
3. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the CITY by CONSULTANT and are attached hereto as Exhibit 2.

## SECTION II – THE CITY'S RESPONSIBILITIES

- A. The CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Planning & Community Development Director, in accordance with Section III of this Contract.
- B. The CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. Chris Heineman, the CITY's Planning & Community Development Director, shall serve as the liaison person to act as the CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between the CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. The CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

## SECTION III – CONSIDERATION

- A. **Fees.** The CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If the CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY Planning & Community Development Director as detailed in

Exhibit 3, CONSULTANT, without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, suspend services due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

#### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, but in no event later than December 31, 2016.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon 30 days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by the CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY Planning & Community Development Director prior to CONSULTANT's receipt of written notice from the CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY Planning & Community Development Director as determined by the CITY.

#### SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure the CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend the CITY against the

foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to the CITY. The CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by the negligence or willful misconduct of the CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

#### SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

**THE CITY:**

Chris Heineman

Community Planning & Development Director

801 Washington Street

Northfield, MN 55057

Phone: (507) 645-3006

Email: [chris.heineman@ci.northfield.mn.us](mailto:chris.heineman@ci.northfield.mn.us)

**CONSULTANT:**

Scot Covey

Executive Director

PO Box 55

Northfield MN 55057

Phone: 507-663-0319

Email: [scovey@nddc.org](mailto:scovey@nddc.org)

- D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of the CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of the CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- F. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- G. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- H. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- I. **Force Majeure.** The PARTIES shall each be excused from performance under this

Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- J. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- K. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- L. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of the CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice

County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- T. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

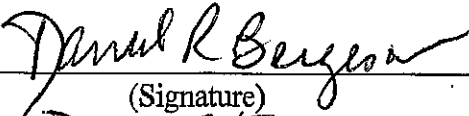
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of the CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*Remainder of page intentionally left blank.*

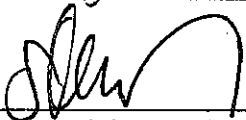
**SECTION VII - SIGNATURES**

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

**CONSULTANT: NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION**

By:   
(Signature)  
Title: PRESIDENT  
Print Name: DANIEL R. BERGESON

Date: 12/30/15

By:   
(Signature)  
Title: EXECUTIVE DIRECTOR  
Print Name: SCOT COVEY

Date: 12/31/15

**CITY OF NORTHFIELD:**

By:   
Dana Graham, Its Mayor

Date: 01/05/15

By:   
Deb Little, Its City Clerk

Date: 12/31/15



**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*



# CERTIFICATE OF LIABILITY INSURANCE

NORTD01 OP ID: HW

DATE (MM/DD/YYYY)

12/30/2015

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

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

<b>PRODUCER</b> Heartman Insurance 1186 South Highway 3 Northfield, MN 55057 Matt Sewich	<b>CONTACT NAME:</b> Matt Sewich <b>PHONE (A/C, No, Ext):</b> 507-645-5693 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 507-645-8539
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Northfield Downtown Development Corp PO Box 55 Northfield, MN 55057	<b>INSURER A:</b> Selective Insurance Group, Inc	<b>NAIC #</b> 19259
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		S 1793488	07/17/2015	07/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 1793488	07/17/2015	07/17/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Northfield is additional insured on the general liability only as their interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

CITYNOR

CITY OF NORTHFIELD  
 801 WASHINGTON ST  
 NORTHFIELD, MN 55057

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Matthew C. Cole*

© 1988-2014 ACORD CORPORATION. All rights reserved.

### EXHIBIT 3

#### COMPENSATION

Subject to the limitations set forth in this Exhibit, the CITY will pay CONSULTANT a flat fee of \$35,000 ("Contract price") for CONSULTANT's services, including expenses, under this Contract.

The CITY will make periodic payment to CONSULTANT, in the following manner:

- a) \$ 17,500.00 upon the signing of this Consultant Service Contract by all parties
- b) \$ 17,500.00 upon completion of its mid-year report in July and any mutually agreed upon changes to the Scope of Services Section that may result from a Council initiated plan to maximize the Economic Development monies available to it.

The CITY's responsibility to make the payments described above shall be contingent upon CONSULTANT first demonstrating, to the CITY's satisfaction, progress in

1. Accomplishing its responsibilities listed in Exhibit 1;
2. Improving cooperation and collaboration with the CITY and the CITY's Economic Development Authority and all its partnering organizations; and
3. Providing written and verbal reports in on such progress to the CITY, in a form satisfactory to the CITY, prior to the second disbursement outlined above.

# 2016: Scope of Services document

## EXHIBIT 1

### SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services as its contractual obligation to the CITY:

1. The CONSULTANT will submit a Work Plan for 2016 which will include projects and/or initiatives for each of the CEDP Strategies for which the organization will take the lead. The CONSULTANT will also name the specific product or outcome for each project or initiative along with a timeline for implementation and/or completion.
2. The Comprehensive Economic Development Plan (CEDP) Strategies for which the CONSULTANT will take the lead are:
  - Develop coordinated retail strategy (2B)
    - Identify appropriate retail prospects (2B.3)
    - Link retail and tourism (2B.4)
  - Maintain and enhance the existing downtown (2A)
    - Increase density of uses in downtown (2A.2)
3. The CONSULTANT will design and implement marketing efforts to build the customer base of the CITY's downtown business district, including working with downtown businesses to maximize effective marketing, recruiting new businesses, and assisting downtown building owners in maintaining and increasing building occupancy.
4. The CONSULTANT will communicate with businesses, both in person and through other means, to assemble a useful picture of the needs and concerns of the business district in general, and address specific issues of recruitment and retention.
5. The CONSULTANT will report to the CITY twice during 2015, at mid-year and year-end. The CONSULTANT will report on CONSULTANT's activities, specifically identifying those areas of work CONSULTANT has undertaken to assist the CITY in accomplishing its economic development initiatives and the CITY's Economic Development Authority's work plan initiatives. The CONSULTANT will submit a written report before the meeting and make a verbal presentation at the meeting. Finally, the CONSULTANT will also submit its year-to-date financial report for the meeting.
6. Develop and implement a strategy for CONSULTANT's organizational sustainability.
7. Develop strong collaborative relationships with City staff, EDA, Chamber of Commerce, CVB, and Northfield Enterprise Center on projects and programs which relate to the support and improvement of downtown Northfield.
8. The CEDP Strategies for which the CONSULTANT will be a collaborator are:
  - Concentrate on Existing Businesses
  - Raise Awareness of Northfield within RegionThe CEDP Strategies for which the CONSULTANT will take a supportive role are:
  - Make Land Available for Business Expansion
  - Redefine Relationships with Neighbors
  - Support Startup Opportunities