



City of Northfield

City Hall
801 Washington Street
Northfield, MN 55057
ci.northfield.mn.us

Legislation Text

M2015-073

File #: 15-272, Version: 1

City Council Workshop Date: July 21, 2015

To: City Council
City Administrator

From: Mayor Graham
Council Member Pownell
Council Member Ludescher

Consider Approval of Contract for Services for the Northfield Youth Investment

Action Requested:

The Northfield City Council approves the Northfield Youth Investment Program and the attached contract for services with Youthprise, in partnership with Northfield Healthy Community Initiative, for the Northfield Youth Investment Program.

Background

Dating back to 2007, funding was dedicated from the City of Northfield (Liquor Fund) to assist in the programming of the Northfield Mayor's Task Force on Youth Alcohol & Drug Use. This task force and overall initiative have seen a successful track record of engaging the greater community in education and awareness of alcohol and drug abuse.

In tandem to this, the Mayor's Youth Council and related efforts have sought to increase civic engagement for students in governmental matters. This program, under the tenure of Mayor Graham, has expanded significantly. This program has been recognized at the state and national levels for its effective and meaningful value within the community.

Organizationally, the creation and expansion of this initiative, as well as overall board and commission obligations, have increased while city staffing was reduced during the recession and remained more or less flat in the subsequent years following. In 2008, it was a stated goal to ensure a department head-level staff liaison and related administrative support staff to each board and commission recognized by the City. This is not a current practice. Recently, the Leadership Team assessed current roles and responsibilities associated with board and commission assignments. While the intent of this conversation is to focus on the Northfield Youth Investment, this effort will also assist in staffing boards and commissions (attachment 1 is included for reference).

Due to coordinated missions, some of this has been addressed by the Northfield Healthy Community Initiative. Currently, HCI provides the staffing, administrative and programming objectives related to the Mayor's Youth Council, Mayor's Task Force on Youth Alcohol and Drug Use, and the City's Youth Leadership Academy. Attachments 2, 3,4 detail this process on an annual, as well as ongoing, basis. The City recognizes this hard

work and commitment of HCI, as well as understands that with the growth of the initiative, a more formal relationship would ensure both HCI goals and City goals and expectations are achieved.

Northfield Youth Investment

Northfield Healthy Community Initiative has approached the City of Northfield to partner on a formal program that would seek to address the programmatic goals of the City and the nonprofit through a formal agreement. This agreement would be a potential grant/private/public-funded arrangement. A primary funding partner would be Youthprise, a nonprofit dedicated to increase the “quality, accessibility, sustainability and innovation of opportunities for learning outside of the classroom.” -www.youthprise.org

Youthprise has recognized the work underway in Northfield to support young people outside the classroom. Youthprise is excited about partnering with the City of Northfield and HCI on the Northfield Youth Investment initiative. They see Northfield as a potential model for youth civic engagement across the state. The established relationship and trust that they have with the work underway in Northfield and with HCI has led to their willingness to make a matching grant commitment to funding designated by the City of Northfield and local donations for this proposed initiative. (Attachments 5 & 6 are included for reference)

The attached contract (attachment 7), explicitly Exhibit 1 details in full the deliverables and anticipated outcomes of the program. In brief summary:

- Provide continued and expanded staffing support to the various boards, commissions and task forces.
 - Explicitly Mayor’s Youth Council, Mayor’s Task Force on Youth Alcohol & Drug Use, Youth Leadership Academy.
- Collectively and collaboratively examine resources and support available to Northfield young adults ages 19-23 who have not yet continued on to postsecondary education
- Additional partnership with the Beyond the Yellow Ribbon Initiative
- Seek to encourage workforce development thereby encouraging local students to enter the local labor field across varied skill levels
- Promote quality of life amenities and services available to residents
- Encourage youth participation in civic matters
- Leverage financial resources from outside the community to expand the impact of the City’s work and thereby stretching local investment
- Develop state and nationally recognized model for youth engagement in civic affairs

Ultimately, HCI (in consultation with City leadership) would hire additional staff that would be funded in part with private donations, grant funds and a contribution from the City of Northfield. At this point, a three-year pilot program is suggested and a contractual relationship would be formed to mirror these expectations.

Legal Considerations:

The contractual partner for this program is Youthprise. Youthprise is offering the grant/pilot program funds and related criteria. To that end, Northfield Healthy Community Initiative will be executing the matters included and listed in the contract under scope of services as detailed and required by Youthprise and Youthprise is the fiduciary agent; collectively they will be ‘consultants’ for the overall effort.

Financial Impacts:

Northfield Youth Investment			
Funding Sources and Uses			
Amount	Source	Fund	Use
\$20,000	Council Budget	General	Mayor's Youth Council, Mayor's T
\$15,000	Liquor Budget	Liquor Fund	Alcohol and Drug awareness and e
\$10,000	Communications Budget	Franchise Fees	Print publication and public outrea
\$5,000	EDA Budget	EDA Fund	Workforce development efforts

The City of Northfield's funding would be additionally leveraged as exhibited in attachment 5.

2015-2016 Budget Notes and Clarification: Per the terms of the contract, the first year's payment would be due in 2015. Very likely a budget amendment would be required and accounted for via resolution at the time of disbursement. Subsequent budget cycles would appropriate funding per the table shown above. The proposed contract length is for three years with annual appropriations to be disbursed twice per year upon acceptance of update reports showing the terms of the contract are being met.

Tentative Timelines:

Council Approval of Northfield Youth Investment	July 21, 2015
Appointment of Staff	August 2015
Commencement of Programming	August 2015
Budget Amendment (IF NEEDED)	December 2015
Duration of Pilot Project	August 2015- July 2018

**Board and Commission Assessment
Leadership Team
May 2015**

Issue Identification

- Lack of staff capacity to properly staff each board and commission
- Lack of direction given to boards from council
- Persistent vacancies on several boards
- Ad hoc, task force and coalition groups continue to require additional time and attention of staff and council despite not being formally recognized.

Articulated Expectations of Staff Liaisons

- Work with the board chair on the formation of monthly meeting agendas
- Ensure meetings are on the upcoming meeting list
- Attend meetings
- Complete new board member orientation
- Mentor youth serving on boards a minimum of three times throughout the school year
- Report ongoing efforts of the board to the leadership team, advise administrator of any potential red flags, and unique opportunities for additional consideration.
- Guide and shape the policy goals of the board
- Assist with the formation of an annual work plan to be submitted to the city council
- Assist administrator to ensure work plan is reflected in the council's annual work plan and strategic planning documents
- Work with the leadership team, especially the administrator and finance director as well as the city council to ensure financial obligations and requests are identified, discussed and programmed into annual budget requests to council.
- Recognize opportunities for council direction, discussion and consideration on various projects, programs and initiatives.

Specific Action Items

Heritage Preservation Commission

Persistent vacancies.

- Review minutes and bylaws and determine if action to reduce from 9 members to 7 members has been made. Bring forward to the city council.

Human Rights Commission

Persistent vacancies, lack of assigned staff liaison.

- Michelle Mahowald has been named staff liaison.

Environmental Quality Commission

Lack of direction from council, repeated agenda matters month after month

- Assign Green Corps Intern to the board and work with Emerald Ash Borer project

Charter Commission

Persistent vacancies, lack of assigned staff, irregular meetings.

- Nick Hagenmiller has been named staff liaison

Remaining Discussion Items & Issues of Consideration

- Mayor's Youth Council – does not have assigned staff
- Mayor's Taskforce on Youth Alcohol and Drug Use - does not have assigned staff
- Literally 200+ groups in Northfield (Chamber/Rotary/BikeNorthfield/BeautifyNorthfield etc).
What is council's expectation of staff in terms of maintaining contact and understanding mutually shared goals?
- Consideration of formal work plan for each board/commission

Step	Timeline
Recommended names collected from staff at Northfield High School, Arcadia Charter School, and the Northfield ALC	Early March/Before spring break
Recommended names collected from current youth serving on boards	Early March/Before spring break
Collected names compiled into database with mailing addresses	Late March
Invitation letter from the Mayor updated	Late March
Application form updated	Late March
Mail merge of collected names and Mayor's invitation letter	Late March
Mayor signs letters; letters mailed	Mailed on March 30, 2015
Finalize date(s) for review meeting with MYC/District Youth Council members	Date set by early April
Applications collected at Northfield High School, Arcadia, and ALC offices	Deadline - Wednesday, April 22, 2015
Copies of applications made (names and contact info omitted) for review process	By April 24
Packets of review rating sheets prepared (one rating sheet for each applicant); one packet for each MYC member	By April 24
Master list of applications made with review code assignments noted	By April 24
Application review held	By end of April; typically half-day on a weekend at City Hall
Non-acceptance letters mailed out	After City Council approval
Acceptance letters mailed out	After City Council approval
Orientation sessions held for youth on MYC and other City boards	End of school year and summer
Individual introduction meetings held with youth on City boards and their respective board's chair/City staff	By end of June

Step

Postcards sent to each Mayor's Youth Council member

Connect with MYC chairs about agenda; finalize & copy agendas

Email and Facebook reminder sent to MYC

Provide continental breakfast for Wednesday morning meetings

Arrange for/reserve meeting space at Northfield High School for next meeting

Track attendance at Wednesday morning meetings

Connect with MYC secretaries about minutes; finalize & copy minutes

Arrange check-in's with MYC chairs about how the year is going, struggles, goals for the remainder of the year, etc.

Arrange check-in's with other MYC members to gain insight into their experience on MYC, challenges, support needed, etc.

Meet with any youth who are out of compliance with attendance policy

Timeline

Friday before Wednesday meeting

By weekend before meeting

Day before meeting

Day of meeting

After each MYC meeting

After each MYC meeting

Minutes finished within week of meeting

Periodic

Periodic

As needed

Step

Postcards sent to each youth serving on a board/commission

Email and/or text reminder sent to each youth serving on a board/commission

Track attendance of youth at board/commission meetings, based on post-meeting surveys submitted; follow-up on any challenges identified on form (or with any youth who does not complete the form)

Group discussion on how process is going

Individual check-in's with youth serving on boards to hear about their experiences, any challenges they are facing, and any support needed

Check in with board chairs and staff liaisons to gain their perspective on how youth members are doing, challenges, and support needed

Meet with any youth who are out of compliance with attendance policy

Timeline

Friday before their next meeting

1-2 days prior to their next meeting

Weekly

At monthly meeting with MYC

Periodically (at least 2-3 times per year)

At least quarterly

As needed

"Northfield Youth Investment" Concept paper – Three-year pilot

Youth Engagement

- 50+ youth on local boards/commissions (including ongoing training & reflection)
- YouthBank (youth identify community needs, design RFP, help raise funds, and select projects to support) – Northfield is one of only 7 communities in the nation selected as a YouthBank pilot

Youth Health

- Provide continued and expanded staffing support to the Northfield Mayor's Task Force on Youth Alcohol & Drug Use
- Collectively and collaboratively examine resources and support available to Northfield young adults ages 19-23 who have not yet continued on to postsecondary education

Youth Future

- Develop career pathways to help transition local youth into in-demand fields in the community/region
- Partner with TORCH to develop youth internship program
- Expand the City of Northfield's Youth Leadership Academy (municipal education program)

Deliverables:

- 50+ youth annually serve on City boards and commissions, as well as the boards of local nonprofits and community groups
- Program developed to coach, mentor, educate, and support the youth serving on these boards, as well as the adult members and city officials (to improve their ability to work with the youth members)
- \$45,000 in grants awarded through Northfield YouthBank to efforts designed by and benefitting Northfield youth
- 50+ Northfield youth involved in the design and implementation of funded YouthBank grant projects
- Intergenerational action plan developed and implemented for the Northfield Mayor's Task Force on Youth Alcohol & Drug Use to reduce youth substance use and increase local prevention resources
- Intergenerational action teams hosted around supports for young adults living in the community who do not continue immediately on to postsecondary education; resulting action plan developed to fill identified needs
- Career pathways refined for in-demand careers in the community/region through partnerships with local employers and regional colleges
- Youth internship program developed; infrastructure created for local businesses to hire Northfield high school students for internships, with the goal of at least 25 internships for Northfield students by year 2
- 20+ Northfield youth annually participate in the City of Northfield's Youth Leadership Academy (week-long career shadow of different city roles/positions)
- Ensure that the participation among both youth and adults in the above activities reflect the diversity of the Northfield community

Annual Budget:

	Youth Engagement	Youth Health	Youth Future	
Staffing	\$ 36,000	\$ 36,000	\$ 36,000	
Supplies	\$ 4,500	*	\$ 4,000	
Training	\$ 3,000	*	\$ 2,000	
Grants for Local Youth Initiatives	\$ 45,000			
Administration	\$ 8,850	\$ 3,600	\$ 4,200	
TOTAL	\$ 97,350	\$ 39,600	\$ 46,200	\$183,150
				TOTAL
Youthrise Foundation	\$ 57,850	\$ 10,000	\$ 27,150	\$ 95,000
City of Northfield	\$ 20,000	\$ 20,000	\$ 10,000	\$ 50,000
HCI Fundraising Challenge	\$ 19,500	\$ 9,600	\$ 9,050	\$ 38,150
TOTAL	\$ 97,350	\$ 39,600	\$ 46,200	\$183,150

* The City of Northfield will continue to fund these costs through another funding source.



“Youthprise has been partnering with Northfield HCI for the past three years. We’ve always been impressed with their ability to bring people together around new strategies that can help Northfield youth thrive. We’re especially excited about this new initiative with the City of Northfield to advance youth leadership throughout the city.

As **we travel around the country to other cities** – large and small – that are building effective systems for youth, **we always lift up the example of Northfield and what you’ve accomplished there for and WITH youth.** We can’t wait to see what happens next.”



- **Wokie Weah**
President of Youthprise



“The National League of Cities Institute for Youth, Education, and Families has been following Northfield, MN’s efforts to support young people for several years and has been impressed and pleased to see the growth and commitment to this work. Being a small community, we recognize the limited resources often available and applaud the city’s leadership to partner with the Northfield Healthy Community Initiative on the Northfield Youth Investment initiative. Northfield’s efforts to coordinate the range of youth providers in the community and to create a system to track participation and impact puts Northfield in an elite league of cities building citywide youth systems that includes many larger cities. The City of Northfield was one of 17 cities recently invited by the NLC to participate in a national Leadership Academy on Afterschool System Building – and one of only five small cities. The NLC has featured Northfield in a recent online publication *Afterschool Successes: Small Cities Lead Local Innovation*: <http://afterschoolsmallcities.org/>.

Northfield’s commitment to youth and youth voice makes Northfield a leading small city that recognizes and values the power of youth to make meaningful change in communities. We commend the City of Northfield for investing in its youth and look forward to seeing the Northfield Youth Investment initiative come to fruition.”

Bela Shah Spooner
Program Manager
National League of Cities (NLC)

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CONSULTANT SERVICE CONTRACT
Youth Investment Program

This Contract is made this 23rd day of July, 2015, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, (the "CITY"), 801 Washington Street, Northfield, MN 55057, and YOUTHRISE, a Minnesota nonprofit corporation, (the "CONSULTANT"), 615 First Ave. NE, Suite 125, Minneapolis, MN 55413, in partnership with NORTHFIELD HEALTHY COMMUNITY INITIATIVE, 1651 Jefferson Parkway, Suite HS128, Northfield, MN 55057; (collectively the "PARTIES").

WHEREAS, CITY requires certain services in conjunction with a Youth Investment Program (the "Program"); and

WHEREAS, CONSULTANT agrees to furnish the various services required by 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 Program services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **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 industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- C. **Employees and Volunteers Background Checks.** CONSULTANT shall, at CONSULTANT's expense, obtain criminal background checks on all of its employees and volunteers providing services under this Contract using a procedure that has been reviewed and approved by CITY or a procedure for the same as directed by CITY.
- D. **Insurance.** CONSULTANT shall not commence work under this Contract until he has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on his subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be

maintained throughout the life of this Contract.

1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name CITY as an additional insured for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.
3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Comprehensive Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all hired and non-owned vehicles)

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
5. CONSULTANT's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to CITY.
6. CONSULTANT's policies shall be primary insurance to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this contract.
7. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
8. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
9. All policies listed in Paragraph I.E.3. above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
10. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
11. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, CITY may require CONSULTANT to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT's insurance company.

CONSULTANT will take the action required by CITY within fifteen (15) days of receiving notice from CITY.

12. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

- E. **Reporting.** CONSULTANT shall maintain complete and accurate records of time and expense involved in the performance of services identified in the Scope of Services. All books, records, documents, and accounting procedures and practices of the CONSULTANT and its subcontractor(s), if any, relative to this Contract are subject to examination by the City or its designee. CONSULTANT shall prepare and submit to the City on a yearly basis a detailed expense report documenting its activities on the Program and shall make a report to the City Council.

SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the City Administrator in accordance with Section III of this Contract.
- B. 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. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. Nicholas Haggemiller, CITY's City Administrator, shall serve as the liaison person to act as 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 CITY'S policies with respect to the Program and CONSULTANT's services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the

right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Administrator and expenses within thirty days after the date of CONSULTANT's payment request and report, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables 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.** The term of this Contract ("Term") shall begin on July 21, 2015 (the "Commencement Date") and shall continue until December 31, 2018, unless earlier terminated as provided in this Contract.
- B. **Termination.** Notwithstanding the foregoing, this Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon sixty (60) 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. In the event of early termination as provided herein, remaining funds as provided by CITY for the Program shall be returned by the CONSULTANT to the City.
- 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, attorneys 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 CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Administrator prior to CONSULTANT's receipt of written notice from 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 Administrator as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Program. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. 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 or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for 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 hereof; 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 hereby.
- 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:

CITY:

Nick Haggemiller
City Administrator
800 Washington Street | Northfield MN 55057
Phone: 507/645.3009
Email: nick.haggemiller@ci.northfield.mn.us

CONSULTANT:

Youthprise
Wokie Weah
615 First Ave. NE, Suite 125
Minneapolis, MN 55413
E-mail: wokie@youthprise.org

Subcontractor:

Northfield Healthy Communities Initiative
Zach Pruitt
Executive Director
1651 Jefferson Parkway – Suite HS128
Northfield MN 55057
Phone: 507/ 664.3524
Email: zpruitt@carleton.edu

- D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to

any of the rights, privileges, or benefits of employees of 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.

CONSULTANT shall be responsible for supervision and direction of all CONSULTANT's personnel and/or volunteers. All expenses associated with the employment of CONSULTANT's staff and volunteers will be the sole cost and expense of CONSULTANT and there shall be no payments by CITY to the CONSULTANT pursuant to this Contract beyond the consideration provided in Section III hereof.

- E. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY with the exception that the CONSULTANT may subcontract for the performance of services under this Contract with NORTHFIELD HEALTHY COMMUNITY INITIATIVE, a Minnesota nonprofit corporation, 1651 Jefferson Parkway, Suite HS128, Northfield, MN 55057. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants and the terms and conditions contained in the Contract shall apply to all such subcontractors. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- 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 CITY and CONSULTANT.
- H. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that 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 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 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 Program 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 (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- 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. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- T. **Patented Devices, Materials and Processes.** If this Contract requires, or 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.

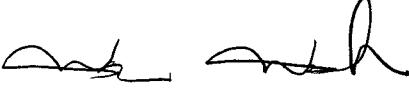
- U. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Program during the term hereof. Notwithstanding the previous sentence, however, in 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.
- V. **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.
- W. **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.
- X. **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.
- Y. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Z. **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: YOUTHRISE

By: 
(Signature)

Date: 8/6/15

Title: _____
Print Name: _____

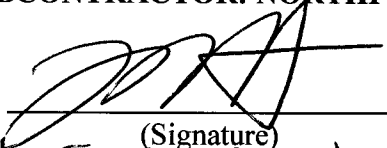
By: _____
(Signature)

Date: _____

Title: _____
Print Name: _____

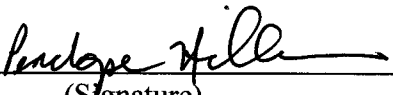
SUBCONTRACTOR: NORTHFIELD HEALTHY COMMUNITIES INITIATIVE

Community

By: 
(Signature)

Date: 7/23/15

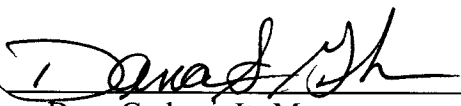
Title: Executive Director
Print Name: Zachary Pruitt

By: 
(Signature)

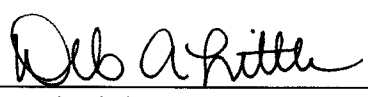
Date: 7/31/15

Title: Co-chair
Print Name: Penelope Hillemann

CITY OF NORTHFIELD:

By: 
Dana Graham, Its Mayor

Date: 7/21/15

By: 
Deb Little, Its City Clerk

Date: 7/21/15

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

Youth Engagement

Provide staffing support to the Northfield Mayor's Youth Council (the "MYC")

- Work with chairs to produce and disseminate meeting agendas
- Staff all MYC meetings and subcommittee meetings
- Proof and distribute minutes
- Ensure compliance with meeting notice and open meeting laws
- Assist with the recruitment and training of new members (described below)
- Assist with the implementation of and community education around Mayor's Youth Council initiatives, including forums with local officials, processes for gathering youth input for upcoming City decisions, implementing MYC-designed programs/events, etc.

Expand and enhance the City's Youth on Boards Initiative

- Provide ongoing support to all 50+ youth serving on the Mayor's Youth Council and other City boards and commissions
- Provide orientation sessions (both general orientation for all youth serving and individual orientations by board/commission) for incoming youth to outline expectations, resources, and support
- Provide training and consultation about effective strategies to engage young people to chairs and other adults on boards/commissions where youth are serving
- Work with youth on boards/commissions to help facilitate communication back to the City Council, City staff, and the Mayor's Youth Council
- Develop and arrange at least monthly sessions for youth serving on all boards/commissions to receive additional education on the municipal process, pertinent local issues, etc.; coordinate presenters (including local elected officials)
- Meet individually with each youth member at least every other month to debrief on his/her experience and troubleshoot any issues
- Implement annual evaluation of the program, soliciting input from youth participants, board chairs, city staff, and other interested parties
- Oversee the application process for next year's board/commission openings, including community publicity, managing submitted applications, staffing the application review process, and communicating results to all applicants

Youth Health

Provide staffing support to the Northfield Mayor's Task Force on Youth Alcohol & Drug Use

- Work with chairs to produce and disseminate meeting agendas

- Staff all Mayor's Task Force meetings and subcommittee meetings
- Record and distribute minutes
- Ensure compliance with meeting notice and open meeting laws
- Assist with the recruitment and training of new members
- Assist with the implementation of and community education around Mayor's Task Force initiatives, including Take It To The Box, social host ordinance, Tip411, chemical health resources, Naloxone/opiate addiction resources, parent resources, and youth education

Provide leadership to efforts designed to look at community resources for local young adults ages 19-23

- Work with Northfield Promise partners to review data around the number of local youth who graduate from high school and do not continue on to postsecondary education
- Develop task force of community partners, youth, and recent graduates to discuss the resources and needs faced by this group of young adults
- Develop recommendations for community strategies to meet identified needs; assist with implementation of recommendations, when appropriate
- Compile and publicize resources available (in partnership with the Beyond the Yellow Ribbon initiative)

Youth Future

Expand and enhance the City's Youth Leadership Academy

- Lead publicity efforts around the academy and the application process
- Manage submitted applications
- Oversee the interviewing and selection of interested students
- Work with City staff to coordinate the logistics of the academy
- Oversee the Youth Leadership Academy
- Assist students in selecting a capstone project for their academy experience
- Lead reflection and evaluation of the academy by youth participants and program partners
- Coordinate publicity and community awareness around the program

Internship Program & Career Pathways Initiative

- Partner with the Tackling Obstacles and Raising College Hopes (TORCH) initiative and the local schools to expand internship program for local high school youth, ensuring that at least 25 high school students are placed in internships
- Convene partners to review in-demand fields in the community/region and the educational requirements necessary for these fields; work with local schools and the area higher education providers to explore strategies for creating career pathways in the areas of career interest
 - Provide staffing support to the planning group
 - Additional career pathways developed by end of the project period

- Support the Northfield Police Department in the promotion and launch and execution of the Explorers program
- Employ best practices from the League of Minnesota Cities Workforce Planning Toolkit on succession planning and encouraging youth to become interested in career paths in local government.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2015

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).

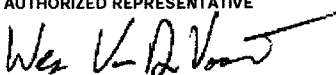
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 3600 American Boulevard West Suite 500 Bloomington MN 55431	CONTACT NAME: Aimee Coates PHONE (A/C, No, Ext): 952-358-7538 E-MAIL ADDRESS: aimee_coates@ajg.com	FAX (A/C, No): 952-358-7501
	INSURER(S) AFFORDING COVERAGE	
INSURED Youthprise 615 First Avenue NE Suite 125 Minneapolis MN 55413	INSURER A: West Bend Mutual Insurance Company	NAIC # 15350
	INSURER B: Underwriters at Lloyd's, London	112300
	INSURER C: Accident Fund General Insurance Co	12304
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1745881343 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		NSN143166304	3/21/2015	3/21/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NSN143166304	3/21/2015	3/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 RETENTION \$		NUN185094302	3/21/2015	3/21/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WCV6072757	3/21/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A B	Professional Liability Cyber Liability		NSN143166304 RPSP0028060	3/21/2015 2/26/2015	3/21/2016 1/1/2016	Each Occ/Aggregate \$1M/\$2M Eac Claim/Aggregate \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability: \$1,000,000 Each Occurrence Limit / \$2,000,000 Aggregate Limit
 Cyber Liability (including Network Liability and Privacy Liability): \$1,000,000 Each Claim Limit / \$1,000,000 Aggregate Limit
 City of Northfield is included as an Additional Insured with respects to the General Liability when required by written contract per form # WB 1890 04 08. Primary and non-contributory wording applies where required by written contract per form # WB 1890 04 08.
 30 day notice of cancellation / 10 day notice of cancellation for non-payment included.

CERTIFICATE HOLDER City of Northfield 801 Washington Street Northfield MN 55057	CANCELLATION 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 



West Bend Mutual Insurance Company
1900 S. 18th Avenue | West Bend, WI 53095

R NSB

POLICY NUMBER: NSN 1073568 06

ENDORSEMENT EFFECTIVE JULY 24, 2015
CHANGING INSUREDS NAME, ADDING ADDITIONAL ISURED AND FORM
CG2010X ON LIABILITY

COMMERCIAL GENERAL LIABILITY ADDITIONAL INTEREST

CITY OF NORTHFIELD
801 WASHINGTON ST
NORTHFIELD, MN 55057

VARIOUS LOCATIONS
FORM CG2010X APPLIES
OWNERS, LESSEES OR CONTRACTORS
ADDITIONAL INSURED
HAS BEEN ADDED

INSURED: NORTHFIELD HEALTH COUMMUNITY
INITIATIVE
1651 JEFFERSON PKWY RM HS
NORTHFIELD, MN 55057

AGENCY: NORTHFIELD INSURANCE AGY INC
22-701

POLICY PERIOD FROM: FEB. 01, 2015 TO: FEB. 01, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Location(s) of Covered Operations:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

If the name of the person or organization stated above includes any architect, engineer or surveyor, the following applies:

The insurance with respect to such architects, engineers, or surveyors does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b. Supervisory, inspection, or engineering services.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

If a written contract between you and the additional insured specifically requires that this insurance be primary, then the insurance afforded by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the additional insured named in this schedule unless the other insurance is provided by a contractor other than the named insured. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

If no contract between you and the additional insured requires that this insurance be primary, then the coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2015

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).

PRODUCER Northfield Insurance Agency, Inc. 711 Division Street PO Box 239 Northfield MN 55057	CONTACT NAME: Kevin Rodgers	
	PHONE (A/C No. Ext): (507) 645-8861	FAX (A/C No.): (507) 645-8863
E-MAIL ADDRESS: kevinroddgers33@hotmail.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: West Bend Mutual		15350
INSURED NORTHFIELD HEALTHY COMMUNITY INITIATIVE 1651 JEFFERSON PKWY RM HS NORTHFIELD MN 55057	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1512207765 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NSN1073568	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			NSN1073568	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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			NUN2115164	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCN1073576	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as an additional insured. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

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 Kristy Kay Gillard/KG <i>Kristy Kay Chambers</i>

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will pay to the CONSULTANT for corresponding payment to CONSULTANT a flat fee of \$50,000 for each year of this Contract (“Contract price”) for CONSULTANT’s services, including expenses, under this Contract. Payment from CITY to CONSULTANT shall be made on a twice annual basis, in accordance with the following schedule; on or before January 1 and July 1 of each year of this Contract through its Term. The first payment under this Contract shall be made on or before September 1, 2015 in the amount of \$50,000. Payments thereafter shall be in accordance with the foregoing schedule. All payments under this Contract shall be made by CITY to the CONSULTANT and deposited by the CONSULTANT in the Northfield Youth Investment Fund for services rendered under this Contract.