

CONSULTANT SERVICE CONTRACT

This Contract (the “Contract”) is made this ___ day of _____, 20___, by and between the CITY OF NORTHFIELD HOUSING & REDEVELOPMENT AUTHORITY, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (“HRA”), and Three Rivers Community Action, Inc., a nonprofit corporation under the laws of the State of Minnesota, 1414 Northstar Drive, Zumbrota, MN 55992 (“TRCA”); (collectively the “PARTIES”).

WHEREAS, HRA requires certain services in conjunction with the HRA’s Manufactured Home Rehabilitation Program (the “Project”); and

WHEREAS, TRCA agrees to furnish the various services required by HRA.

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.** TRCA agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference (the “services”).
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K 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 requires additional services by TRCA, TRCA shall give written notice to HRA of any additional services prior to furnishing such additional services, and shall reach agreement with the HRA on any additional compensation that will be required for such additional services prior to furnishing such additional services.
- C. **Standard of Care.** Services provided by TRCA or its subcontractors under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of TRCA’s profession or industry.
- D. **Reporting.**
 - 1. TRCA shall maintain complete and accurate records of the manufactured homes and families assisted, including time and expense involved in the performance of services identified in the Scope of Services.
 - 2. TRCA shall submit quarterly written reports to the HRA (“Quarterly Reports”). Each Quarterly Report shall include:

- i. A summary of Program goals, activities, and accomplishments during the quarter.
- ii. Data metrics including:
 - number of assessments performed
 - number and type of repairs coordinated
 - hours spent by TRCA Mobile Home Rehab staff in Northfield
 - contractors used and capacity updates
 - number of residents referred to energy-efficiency programs
 - project timelines and outcomes
- iii. Planned initiatives for the upcoming quarter.
- iv. Summary of expenditures and use of HRA funds.

E. Insurance.

1. TRCA agrees to maintain, at TRCA's expense, statutory worker's compensation coverage.
2. TRCA agrees to procure and maintain, at TRCA's expense, commercial general liability (CGL) insurance coverage insuring TRCA against claims for bodily injury, death or property damage arising out of TRCA's general business activities (including automobile use), 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.
 - i. The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.
 - ii. The liability insurance policy shall name the City of Northfield and the HRA as additional insureds for the services provided under this Contract and shall provide that TRCA's coverage shall be primary and the noncontributory in the event of a loss. If there is an additional cost to providing additional insured coverage the cost will be billed to the City.
 - iii. The liability insurance policy shall provide a minimum aggregate of \$2,000,000.
3. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to HRA by TRCA and are attached hereto and incorporated herein by reference as Exhibit 2.
4. HRA reserves the right to immediately terminate this Contract if TRCA is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against TRCA.

SECTION II – HRA'S RESPONSIBILITIES

- A. HRA shall promptly compensate TRCA in accordance with Section III of this Contract.
- B. HRA shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1 in its custody to TRCA for its use, at TRCA's

request.

- C. The HRA's Housing Coordinator shall serve as the liaison person to act as HRA'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 HRA's policies with respect to the Project and TRCA's services. Such person shall be the primary contact person between HRA and TRCA with respect to the services performed by TRCA under this Contract. HRA reserves the right to substitute the authorized contact person at any time and shall notify TRCA thereof.

SECTION III – CONSIDERATION

- A. **Fees.** HRA will compensate TRCA as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for TRCA's performance of services under this Contract.
- B. **Suspension for Nonpayment.** Except for a good faith dispute, if HRA fails to make any payment due TRCA for services performed to the satisfaction of the HRA's Housing Coordinator as detailed in Exhibit 3, CONSULTANT, without waiving any claim or right against the HRA and without incurring liability whatsoever to the HRA, may suspend services due under this Contract until TRCA has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall commence July 1, 2026 and expire December 31, 2027.
- B. **Default.** If TRCA fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1 pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of this Contract or the services provided hereunder, this shall constitute default. Unless TRCA's default is excused by HRA, HRA may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to HRA under this Contract or law. In the event of TRCA's default, TRCA shall be liable to HRA for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by HRA in enforcing this Contract.
- C. **Suspension of Services / Work.** If any services/work performed by TRCA are abandoned or suspended in whole or in part by HRA, TRCA shall be paid for any services/work performed to the satisfaction of the HRA's Housing Coordinator prior to TRCA's receipt of written notice from HRA of such abandonment or suspension, but in no event shall the total of HRA's payments to TRCA 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 in Exhibit 1 completed by TRCA to the satisfaction of the HRA's

Housing Coordinator, as determined by HRA.

SECTION V – INDEMNIFICATION

- A. TRCA shall indemnify, protect, save, and hold harmless HRA, and its respective officials, directors, employees, and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of TRCA or TRCA's subcontractors, agents, employees, members, vendors, or delegates with respect to this Contract, the Project, or the services. TRCA shall defend HRA against the foregoing, or litigation in connection with the foregoing, at TRCA's expense, with counsel reasonably acceptable to HRA, except that for professional liability claims, TRCA shall have no upfront duty to defend HRA, but shall reimburse defense costs to HRA to the same extent of TRCA's indemnity obligation herein. HRA, 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, conditioned, or delayed. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of HRA. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. TRCA agrees, that in order to protect itself and HRA under the indemnity provisions set forth above, TRCA will at all times during the term of this Contract keep in force policies of insurances required in Section I of this Contract. Nothing in this Contract shall be construed to waive any immunities, defenses, or limitations to which HRA is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against HRA or TRCA. TRCA's services under this Contract are being performed solely for HRA's benefit, and no other entity shall have any claim against TRCA because of this Contract or the performance or nonperformance of services by TRCA 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.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:

Scott Wopata
Community Development Director
801 Washington Street
Northfield, MN 55057
Scott.Wopata@NorthfieldMN.gov

CONSULTANT:

Jenny Larson
Executive Director
1414 Northstar Drive
Zumbrota, MN 55992
jlarson@ThreeRiversCap.org

- D. **Dispute Resolution.** HRA and TRCA agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by HRA are limited to printed copies (also known as hard copies) that are signed or sealed by TRCA. Except for electronic/digital data, which is specifically identified as a Project deliverable by this Contract, or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by TRCA as part of the Project is acknowledged to be an internal working document for TRCA's purposes solely and any such information provided to HRA shall be on an "as is" basis strictly for the convenience of HRA without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by TRCA and is not warranted to be compatible with other systems or software.
- F. **Independent Contractor Status.** TRCA, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of HRA for any purpose. No statement contained in this Contract shall be construed so as to find TRCA to be an employee of HRA, and TRCA shall not be entitled to any of the rights, privileges, or benefits of employees of HRA, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. TRCA acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due

TRCA under this Contract, and that it is TRCA's sole obligation to comply with the applicable provisions of all Federal and State tax laws. TRCA shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. TRCA is responsible for hiring sufficient workers to perform the services/work required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

- G. **Subcontracting.** TRCA may retain a subcontractor to perform services contemplated under this Contract if TRCA is unable to perform such services directly. Prior written approval of HRA shall not be required in such instances. TRCA shall be responsible for the performance of all subcontractors and ensuring that all subcontracted services comply with the terms and requirements of this Contract. As required by Minn. Stat. § 471.425, TRCA must pay all subcontractors, less any retainage, within Ten (10) calendar days of TRCA's receipt of payment from HRA 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).
- H. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- I. **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 HRA and TRCA.
- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, TRCA agrees that HRA, 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 TRCA and involve transactions relating to this Contract. TRCA agrees to maintain these records for a period of six years from the date of termination of this Contract.
- K. **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, pandemic, 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.
- L. **Compliance with Laws.** TRCA 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 TRCA is responsible.

- M. **Covenant Against Contingent Fee.** TRCA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for TRCA 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.
- N. **Covenant Against Vendor Interest.** TRCA 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 TRCA's association with HRA.
- O. **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.
- P. **Interest by HRA or City Officials.** No elected official, officer, or employee of HRA or City of Northfield shall during their tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- Q. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under services/work authorized by this Contract (“Materials”) may be used for HRA purposes unless disclosure of the information is proprietary or trademarked.
- R. **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.
- S. **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.* TRCA 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 data privacy or confidentiality. TRCA understands that all of the data created, collected, received, stored, used, maintained or disseminated by TRCA in performing those services, work, and functions that the HRA would perform is subject to the requirements of the Act, and TRCA must comply with those requirements as if it were a government entity. This does not create a duty on the part of TRCA to provide the public with access to public data if the public data is otherwise available from HRA, except as required by the terms of this Contract.
- T. **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.

- U. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, TRCA consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to HRA, to federal and state agencies and state personnel involved in the payment of HRA obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring TRCA to file state tax returns, pay delinquent state tax liabilities, if any, or pay other HRA liabilities.
- V. **Patented Devices, Materials and Processes.** If this Contract requires, or TRCA desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, TRCA shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made as noted, TRCA shall indemnify and hold harmless HRA 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 by TRCA, and shall indemnify and defend HRA for any costs, liability, expenses and attorney's fees that result from any such infringement.
- W. **Mechanic's Liens.** TRCA hereby covenants and agrees that TRCA will not permit or allow any mechanic's or material man's liens to be placed on HRA's interest in HRA 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 HRA's interest, TRCA shall take all steps necessary to see that it is removed within Thirty (30) days of its being filed; provided, however, that TRCA may contest any such lien provided TRCA first posts a surety bond, in favor of and insuring HRA, in an amount equal to 125% of the amount of any such lien.
- X. **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.
- Y. **Entire Contract.** These terms and conditions constitute the entire agreement between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- Z. **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.

- AA. **Survivability.** All covenants, indemnities, guarantees, releases, liability, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of HRA and TRCA arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- BB. **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:

Three Rivers Community Action “TRCA”

By: _____

(Signature)

Title: Executive Director

Print Name: Jenny Larsen

Date: _____

CITY OF NORTHFIELD HRA:

By: _____

(Signature)

Davin Sokup, Its Chair

Date: _____

By: _____

(Signature)

_____, Its Secretary

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Three Rivers Community Action (TRCA) shall perform the following services as its contractual obligation to the Northfield Housing and Redevelopment Authority:

TRCA agrees to operate and support a Mobile (Manufactured) Home Rehabilitation Program ("Program") serving both Riverside and Viking Terrace Manufactured Home communities in the City of Northfield. HRA funding under this Agreement is provided specifically to support Mobile Home Rehabilitation staffing, including Coordinator, Field Tech, and Administrative Assistant, for actual hours spent directly serving Northfield residents. Funds may also be spent to hire contractors and purchase supplies for mobile home repairs.

TRCA shall provide all labor, supervision, materials, equipment, and administrative support necessary to operate the Program. Responsibilities shall include, but are not limited to:

1. Core Mobile Home Rehabilitation Functions

- i. Conduct in-person assessments with mobile home residents to identify repair, health/safety, weatherization, and accessibility needs.
- ii. Assist residents in coordinating repairs with qualified, licensed, and insured contractors, TRCA staff, and/or skilled volunteers.
- iii. Ensure that all work performed through the Program complies with applicable building codes and permitting requirements. TRCA shall coordinate with the Building Department to obtain any permits by law. Permit fees for Program-related work performed under this Agreement shall be waived by the City of Northfield.
- iv. Build and maintain an active roster of contractors and volunteers capable of completing mobile home rehabilitation work.
- v. Track program data including: number of assessments, identified needs, resources applied, timelines for completion, outcomes achieved, and per-home costs.
- vi. Submit all such data to the HRA as part of required reporting.

2. Refer to Energy Efficiency Partners

TRCA shall actively promote, and refer eligible residents to Energy Squad, Home Energy Squad Plus, and other Xcel Energy-related efficiency programs and Weatherization and Energy Assistance Program (EAP) at TRCA. Referrals shall be documented and reported quarterly.

3. Collaboration and Advisory Role

TRCA shall work cooperatively with the HRA and City staff and shall serve in an advisory capacity regarding issues affecting Northfield's manufactured home communities.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2026

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 have ADDITIONAL INSURED provisions or 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 NPIA, INC. - NONPROFITS' INSURANCE AGENCY 21034 HERON WAY STE 107 LAKEVILLE, MN 55044-8093	CONTACT NAME: MIKE STEVENS
	PHONE (A/C, No, Ext): (952) 469-5963 FAX (A/C, No): 952-469-4553
	E-MAIL ADDRESS: MSTEVENS@NPIAINC.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nonprofit Insurance Trust
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED Three Rivers Community Action, Inc. 1414 Northstar Dr Zumbrota, MN 55992-1091

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	ADDL INSD	SUBR WVD	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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PL0304-26	06/01/2026	06/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 TENANT PROPERTY DAMAGE \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			PL0304-26	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			PL0304-26	06/01/2026	06/01/2027	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	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 <input type="checkbox"/> N	N/A		WC0304-26	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FIDELITY/EMPLOYEE DISHONESTY			PL0304-26	06/01/2026	06/01/2027	\$500,000
A	PROFESSIONAL LIABILITY			PL0304-26	06/01/2026	06/01/2027	\$1,000,000 per occurrence/\$3,000,000 aggregate
A	CYBER LIABILITY						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured with respects to their interest in:1651 Jefferson Parkway, Northfield, MN
Certificate Holder is named as an additional insured per NIT-ADD2A

CERTIFICATE HOLDER City of Northfield 801 WASHINGTON ST NORTHFIELD, MN 55057-2565	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.
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EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, HRA will compensate TRCA a flat fee of Fifty Thousand Dollars (\$50,000) for Program services provided from July 1, 2026 to December 31, 2027, payable Twenty Five Thousand Dollars (\$25,000) in July 2026 and Twenty Five Thousand Dollars (\$25,000) in March 2027 after providing the HRA with an annual program update. TRCA shall make reasonable efforts to leverage and maximize the use of these funds in order to assist as many units as practicable during the term of this Contract.