

CONSULTANT SERVICE CONTRACT

This Contract, made this 20th day of November, 2018 between the CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057, ("CITY"), and the NORTHFIELD AREA CHAMBER OF COMMERCE, a nonprofit corporation organized under the laws of the State of Minnesota, 19 Bridge Square, Northfield, MN 55057 ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, pursuant to Minn. Stat. § 469.190 and Chapter 74, Article II of Northfield City Code, copies of which are attached, CITY has imposed a tax of three percent on the gross receipts from the furnishing for consideration of lodging within CITY to fund a Convention and Visitors Bureau for the purpose of marketing and promoting CITY as a tourist and convention center; and

WHEREAS, CITY requires certain professional services in conjunction with establishing and maintaining a Convention and Visitors Bureau (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various services and perform the various functions required herein related to the Project.

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 services and functions 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 agents, 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.
- C. Convention and Visitors Bureau. The Convention and Visitors Bureau hereby established shall consist of a twelve (12) member Board of Advisors. The Board of Advisors shall include two (2) members appointed by the Mayor and approved by the City Council, one (1) member appointed by the CONSULTANT, and the remaining nine (9) members submitted by the CVB Board of Advisors and appointed by the CONSULTANT. One of the two members appointed by the CITY shall be a member of the City Council. The member appointed by the CONSULTANT shall be a member of the Board of Directors of the Chamber.

D. **Policies and Procedures.** The policies and procedures of the Convention and Visitors Bureau attached hereto and incorporated herein as Exhibit 2 shall be subject to annual review by the City Council of CITY. In the event of any conflict or inconsistency between this Contract and Exhibit 2, the terms of this Contract shall govern.

E. **Insurance.**

1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
2. CONSULTANT agrees to maintain, at CONSULTANT's expense, with coverage for itself as well as for all vendors and participants in the events, a commercial general liability insurance policy with limits of at least \$2,000,000.00 per occurrence and at least \$4,000,000.00 aggregate coverage. Such insurance policies shall cover all losses related to the events, including set-up and take-down.
3. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the CITY by CONSULTANT and are attached hereto as Exhibit 3. The Certificate of Liability insurance must specify that all licensees, vendors and participants in the events are covered by the required insurance policies, and shall name the City as an additional insured. CONSULTANT shall deliver a list of all licensees, vendors, operators and other participants in the Project and certificate(s) of insurance evidencing the required insurance coverage to the City's City Clerk/Risk Manager at least 30 days prior to beginning of the Project. No vendor or operator shall be allowed to set-up operations until such certificate of insurance has been delivered to the Risk Manager.

Acceptance of a certificate of insurance that does not comply with the requirements of this contract will not operate as a waiver of CONSULTANT's or any other party's obligations hereunder. CONSULTANT shall specifically ensure that its liability insurance covers claims related to the activities that are part of the Project.

SECTION II- THE CITY'S RESPONSIBILITIES

- A. CITY shall compensate CONSULTANT for services and functions performed to the satisfaction of the CITY, in accordance with Section III of this Contract.
- B. A staff-person of the CITY designated by the City Administrator shall serve as the liaison person to act as the CITY's representative with respect to services to be rendered under this Contract. The representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to the Project and CONSULTANT's services.

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

SECTION III -FUNDING

- A. **Funding.** All funding for the Convention and Visitors Bureau and the Scope of Services under this Contract exclusively shall be from the proceeds of the imposed lodging tax.
- B. **Compensation for Services.** The CITY will compensate CONSULTANT for CONSULTANT's performance of services under this Contract by remitting to CONSULTANT on the 15th day of each month during the term hereof, ninety-five percent (95%) of the lodging tax proceeds received by the City from the prior month, less any refunds or delinquencies. This amount shall be the exclusive compensation to CONSULTANT for all services performed under this Contract for CITY.
- C. **Budget.** CONSULTANT shall submit an annual operating budget to the City Council of CITY for the next calendar year, by October 10 of the preceding year, detailing how anticipated lodging tax proceeds for the subsequent year are intended to be used in meeting the Scope of Services to be performed by CONSULTANT under this Contract. The submitted budget shall be subject to review, modification and approval by the City Council of CITY and no proceeds of the lodging tax for the subsequent calendar year shall be distributed to CONSULTANT until the budget for that year has been approved by the City Council.
- D. **Verification of Expenditures.** CONSULTANT shall provide to the CITY's Finance Director each month a copy of the Convention and Visitors Bureau's monthly financial statements from the prior month. The financial statements shall show monthly, year-to-date, and budget figures as verified and approved by the Board of Advisors.

SECTION IV-TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect for a period of three years commencing January 1, 2019 and ending December 31, 2021.
- B. **Termination.** Notwithstanding the foregoing, this Contract may be terminated by either party for any reason or for convenience by either party upon one hundred twenty (120) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, after notice and fails to correct such performance within 30 days, this shall constitute a default. Unless

CONSULTANT's default is excused by the CITY, the CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to the CITY under this Contract or law.

SECTION V- INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure the CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend the CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to the CITY. The CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI- GENERAL TERMS

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

THE CITY:

Ben Martig

City Administrator
801 Washington Street
Northfield MN 55057
Phone: (507) 645-3009
Email: ben.martig@ci.northfield.mn.us

CONSULTANT:

Todd J. Bornhauser
President Northfield Area Chamber of Commerce &
Tourism
19 Bridge Square
Northfield MN 55057
Phone: (507) 645-5604
Email: todd@northfieldchamber.com

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

The CITY 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 the services described in Exhibit 1.

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

- E. **Acceptance of Services.** Each service shall be subject to a verification of acceptability by CITY to ensure such service satisfies the Scope of Services. The acceptability of any service will be based on CITY's satisfaction or non-satisfaction with the services based on requirements of this Contract. If any service is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the service to the Scope of Service requirements of this Contract.
- F. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior approval of the CVB Board of Advisors. CONSULTANT shall be responsible for the performance of all

subcontractors and/or sub-consultants.

- G. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- I. **Records-Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that the CITY, the CITY's Finance Director, 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.
- J. **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.
- K. **Compliance with Laws.** CITY and CONSULTANT shall each 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 is their respective responsibility.
- L. **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.
- M. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its

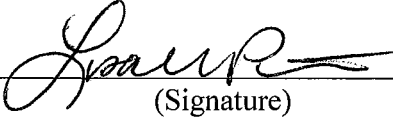
Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

- N. **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.
- O. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- P. **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.
- Q. **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.
- R. **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.
- S. **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.
- T. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of the CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- U. **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.

SECTION VII -SIGNATURES

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

NORTHFIELD CHAMBER OF COMMERCE:

By: 
(Signature)

Date: 4-26-19

Title: PRESIDENT

Print Name: LISA M PETERSON

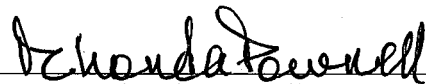
By: _____
(Signature)

Date: _____

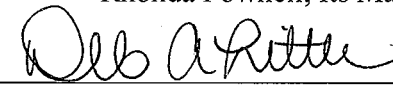
Title: _____

Print Name: _____

CITY OF NORTHFIELD:

By: 
Rhonda Pownell, Its Mayor

Date: 11/20/18

By: 
Deb Little, Its City Clerk

Date: 11/20/18

EXHIBIT 1

SCOPE OF SERVICES

Please see attached document

Exhibit 1

Northfield Convention and Visitors Bureau Scope of Services Attached to Consultant Service Contract Between the City of Northfield And The Northfield Area Chamber of Commerce

The Northfield Area Chamber of Commerce ("Chamber") shall perform the following services pursuant to a Contract between the Chamber and the City of Northfield ("City"). These services are provided pursuant to Minn. Stat. § 469.190 and Chapter 74, Article II of Northfield City Code, copies of which are attached to this Exhibit 1. The scope below is based on the 2019 Strategic Plan created by the CVB board.

1. Enhance Industry Relations

Goal: Increase and provide outreach and education to tourism industry partners. Increased partnerships with sports organizations and continue local and regional partnerships.

- Create Annual Report
- Create cooperative marketing program
- Increase communications about events
- Continue to recognize hospitality industry leaders
- Continue partnerships with regional and state association

2. Increase Consumer Engagement

Goal: Increase consumer engagement through growing number of annual visitors to website, increase social media followers and social media engagement.

- Engage audiences with innovative digital content
- Generate more web traffic from potential visitors
- Be a social media thought leader and collaborate with stakeholders to engage new audiences

3. Create Innovative Advertising & Promotion Campaign

Goal: Increase occupancy rates, event attendance and traveler spending in community.

- Evolve the creative campaign to engage visitors
- Reach target consumers where they are through a strategic marketing mix including social media.

- Increase brand awareness of Northfield in the core markets of ND, SD, IA, MN, NE, WI, Chicago, Denver and Kansas City.
- Capitalize events and national recognition through the state tourism department.

4. Provide Excellent Customer Service

Goal: To promote positive interactions with callers, information requests and walk-in visitors.
To increase email open rates and information requests from potential visitors.

- Provide all avenues of customer service, including email, social media interaction, phone and postal mail.
- Work with stakeholders and front-line employees to enhance tourism education

Services performed:

The CVB shall provide informational services to potential, current and future visitors to Northfield by:

1. Meet with tourism partners to understand upcoming events.
2. Seek, solicit and provide materials for earned media and informational news coverage through online and direct contact.
3. Create advertising and promotions.
4. Seek new and update information with Explore Minnesota Tourism. Utilize grant received from Explore Minnesota to promote travel.
5. Work with partners locally and regionally to maximize cooperative advertising and promotional efforts.
6. Plan itineraries for group travel and longer-stay guests. Create and update stay-and-play packages on website and social media.
7. Participate in tourism organizations to promote Northfield to other communities' representatives and to learn and employ best practices in tourism industry.
8. Work with conference planners to find meeting spaces, lodging, dining and free-time activities for attendees.

EXHIBIT 2
POLICIES AND PROCEDURES

Please see attached document.

POLICIES and PROCEDURES

Northfield Convention and Visitors Bureau

The **Northfield Convention and Visitor's Bureau ("CVB")** is organized pursuant to an agreement ("Agreement") between the **City of Northfield**, a Minnesota municipal corporation ("City"), and the **Northfield Area Chamber of Commerce**, a Minnesota nonprofit corporation ("Chamber"). The City passed Ordinance No. 508 on April 20, 1987, providing for a local lodging tax to fund CVB activities. These Policies and Procedures shall govern the CVB. These Policies and Procedures shall supersede and replace any previous Policies and Procedures and By-Laws of the CVB.

I. PURPOSE

The CVB is organized as a division of the Chamber. The Chamber shall manage the CVB's activities in accordance with the Agreement and administer those funds allocated by the City from the City's lodging tax proceeds for the purpose of marketing and promoting the City as a tourism destination and convention site.

II. CVB BOARD OF ADVISORS

- a. The governance, direction of work, and control of funds of the CVB shall be subject to these Policies and Procedures, other applicable policies and by-laws of the Chamber, the Agreement (and any amendments and revisions thereto) between the Chamber and the City relating to the CVB, and Minnesota statutes and the City Charter and Code of Ordinances. The CVB Board of Advisors (the "Board") shall report to the Board of Directors of the Northfield Chamber of Commerce on a semi-annual basis concerning its activities, including a statement of moneys received and expended and current and long-term assets and liabilities. A report will be made to the Northfield City Council twice each calendar year, which will include a revenue and expense report, assets and liabilities, and a work plan which identifies goals achieved.
- b. The Board shall consist of no more than twelve (12) individual members appointed by or nominated from the category group they represent, placed on the slate by the Board and submitted to the Chamber Board for its approval based strictly on compliance with these Policies and Procedures:

Three-year terms shall be held by:

- One (1) representatives from the lodging facilities located within the City of Northfield;
- Two (2) representatives from arts-based organizations, historical organizations or organized community festivals;
- One (1) representative of a Northfield retail establishment;
- One (1) representative of a restaurant within Northfield;

- One (1) representative from an outdoors or recreational sporting organization;
- Three (3) at-large representatives, employed in Northfield.

One-year terms shall be held by:

- One (1) representative of the **Board of Directors of the Chamber** (other than the President of the Chamber's Board of Directors) appointed by the Chamber Board.
 - Two (2) representatives to be appointed by the Northfield Mayor subject to confirmation by the City Council.
- c. Each Board member shall serve a term as described above, except that initial appointments may be for a shorter term in order to stagger terms (so that approximately one-third of the terms expire each year). Notwithstanding the designated terms, if a member no longer represents the group or type of business for which he/she was appointed, that member shall be deemed to have resigned.
 - d. Any vacancy on the Board shall be filled by the Board with Board approval as to compliance with these policies.
 - e. Board members may be appointed for two consecutive terms.
 - f. Board members appointed for a term less than designated above (either because of the initial arrangement for staggered terms or because the member was appointed to fill a vacancy in an unexpired term) may, upon expiration of that term, be reappointed for one additional full term. After serving a full term, a person may not be reappointed as a Board member until at least one year has passed from the expiration of that person's term.
 - g. If any Board member is absent **without notice** for more than three regularly scheduled meetings in a year, that individual shall forfeit their membership and the vacancy shall be filled as these procedures prescribe. Any Board member absent for more than 50% of the regular scheduled CVB meetings may be replaced by action of the Board to declare a vacancy and fill the same as these procedures prescribe.
 - h. *Staff:* The President of the Chamber shall serve as the President of the CVB. The President is responsible for organizing the activities of the CVB; the administration and management of the CVB; setting agendas for the Board with the assistance of the Chair; facilitating, attending and staffing all Board and Executive Committee meetings, directing contact with the community; correlating minutes of all CVB meetings; tracking the financial health of the CVB; and such other activities as may be assigned by the Board. The President is the primary point of contact for the CVB. The President may hire staff upon approval of the Board.

The President is not a member of the Board, but serves as staff to the Board.

- i. *City Staff Liaison.* A staff-person of the City designated by the City Administrator shall serve as the liaison person to act as the City's representative to the Board. The representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the City's policies with respect to the services provided through the Consultant Service contract.

III. OFFICERS

- a. The elective officers of the CVB shall be Chair, Vice-Chair, Secretary/Treasurer.
 - i. The Chair shall serve as the executive head of the CVB. The Chair shall preside at all meetings of the Board and Executive Committee, and shall perform all duties regularly pertaining to that office.
 - ii. The Vice-Chair shall perform the duties of Chair in the absence of the Chair, and is also the Chair-elect, filling the role of Chair in the following year.
 - iii. The Secretary/Treasurer shall perform the duties of Chair in the absence of both the Chair and the Vice-Chair, and shall perform all duties regularly pertaining to the office of Secretary/Treasurer, including the taking of minutes at all CVB meetings, which shall be submitted to the Board for approval at a subsequent meeting. The Secretary/Treasurer shall be responsible for the safeguarding and accounting of all funds received by the CVB and for their proper disbursement. Such funds shall be kept on deposit in financial institutions approved by the Board. The Treasurer shall generate a monthly financial report to be presented to the Board.
- b. The Office of Vice-Chair and Secretary/Treasurer shall be elected when the Committee is initially organized upon the approval of these Policies and Procedures, and thereafter annually by the members of the Board at their regular January meeting. Each officer shall hold office until his/her successor is duly elected and qualified. No person may hold the same office for more than two consecutive years.

IV. EXECUTIVE COMMITTEE

- a. The Executive Committee of the CVB shall consist of the Chamber President (staff), Chair, Vice-Chair, Secretary/Treasurer.
- b. *General Responsibility:* The CVB Executive Committee shall possess and exercise only emergency powers of the Board. It shall report its action or discussion at the next meeting of the Board for approval or rejection of the action taken.
- c. *Meetings:* Notice of any meeting of the CVB Executive Committee shall be given at least 24 hours previous thereto by written notice delivered personally sent

by fax, or email to each member of the CVB Executive Committee at the address shown by the records of the Northfield Chamber/CVB. All Executive Committee members must participate in the decision process.

V. MEETINGS

- a. Regular meetings of the Board shall be held monthly or as necessary with a minimum of six meetings a year.
- b. Special meetings may be called by the Chair of the Board, or at the request of three or more members, upon at least three business days' written notice to each member, delivered by email to each at that member's email address as shown on the records of the CVB.
- c. Any meeting of the Board may be held electronically by telephone or other electronic technology as long as the following conditions are met: the Chair and/or Executive Director determines that an in-person meeting is not practical or prudent; all members of the board are offered the opportunity to be included in the meeting; quorum standards are met in the form of the communication chosen; and all votes will be conducted by roll call to enable each member's vote to be identified and recorded. A board member is considered present when attending a meeting electronically.

In the case of meetings conducted through email, the Chair and/or President shall initiate the meeting and each board member participating must reply to all participants indicating that the communication involves every board member. Each communication must include sender's name at the end of each message. Each board member must have a private email address with which to participate; and the Secretary/Treasurer shall be responsible to create minutes of the meeting to be placed into the minutes of the Chapter. An email vote must officially open and end by a date and time determined by the Chair. Time is determined by the time stamp on the email, indicating the time the email was sent.

- d. *Quorum:* One more member than one-half the currently appointed number of members of the Board shall constitute a quorum at meetings. No business may be transacted at any meeting in the absence of a quorum, other than to adjourn the meeting.
- e. Except as otherwise provided herein, the vote of a simple majority of the members of the Board present at a meeting shall be sufficient to approve a motion.
- f. Unless contrary to specific provisions in these Policies and Procedures, meetings shall be conducted in accordance with the most recent edition of Roberts' Manual of Parliamentary Rules.

VI. FINANCES

- a. The Board shall have general authority over the finances and property of the CVB, and shall have authority to order disbursements for necessary and appropriate expenses. No disbursements may be made unless consistent with the approved budget of the CVB and with the majority approval of the Board.

Notwithstanding the preceding sentence, in the event that the Board fails or refuses to approve a disbursement to which it is contractually obligated, that disbursement shall be paid from CVB funds if approved by the Board of Directors of the Chamber. All disbursements shall be made by check, signed by such person or persons who are authorized by the Chamber Board of Directors to sign checks on behalf of the Chamber.

- b. No member shall have authority to contractually bind the CVB without prior approval of its Board, and all written contracts must be signed on behalf of the CVB by the Executive Director of the Chamber (staff) and an officer of the Board.
- c. Prior to October 10 of the fiscal year of the CVB, staff shall propose an annual budget for the CVB, which, upon approval by the CVB, shall be forwarded to the Board of Directors of the Chamber for approval. The budget shall include administrative fees to be paid to the Chamber for services provided to the CVB by the Chamber, and shall also include a reasonable cash reserve to cover cash flow needs of the CVB.
- d. The CVB shall have no authority to borrow money unless approved by the Board of Directors of the Chamber and the Northfield City Council.
- e. Accounting and audit services for the CVB shall be performed by the person or firm designated by the Chamber Board of Directors, and any fees and expenses related thereto shall be paid by the CVB.
- f. The fiscal year of the CVB shall run from January 1 through December 31.
- g. All books and records of the CVB may be inspected at any reasonable time for proper purposes by any Board member, member of the Board of Directors of the Chamber, or by any designee of the Northfield City Council.
- h. Financial statements shall be submitted to the City of Northfield on a monthly basis.

VII. AMENDMENTS TO POLICIES & PROCEDURES

Amendments to these Policies and Procedures may be made by an affirmative vote of 2/3 of the CVB Board and an affirmative vote of 2/3 of the Chamber Board present at a regular or special meeting called for that purpose. A vote on proposed amendments may not be

taken unless the proposed amendments have been submitted in writing to each CVB member and members of the Chamber Board of Directors at least ten (10) days prior to the meeting at which a vote is taken. As required by the Agreement with the City of Northfield relating to the CVB, amendments shall also be approved by the City Council of Northfield before taking effect. If a 2/3 vote is not received from the CVB Board or by the Chamber Board for the proposed amendments, a Resolution Committee will be formed consisting of three (3) CVB Board members and three (3) Chamber Board members, with a mutually agreed upon non-board member concerned party to act as facilitator.

VIII. DISSOLUTION

The Convention and Visitors Bureau may be dissolved by a vote of 2/3 of the CVB Board of Directors with the consent of the Northfield Area Chamber of Commerce Board of Directors and the consent of the Northfield City Council. In the event of dissolution, any physical property shall remain with the Northfield Area Chamber of Commerce; any cash assets shall remain with the City of Northfield after all contractual obligations and other liabilities are accounted for.

IX. EFFECTIVE DATE

These Policies and Procedures shall be effective upon the approval of the CVB Board, and the Board of Directors of the Chamber.

X. FINAL DRAFT

Approved by: CVB Board – 10/15/2015
Northfield Chamber of Commerce – 11/10/2015

CVB Board – 11/20/2018
Northfield Chamber of Commerce - 05/29/2019

EXHIBIT 3
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2018

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 Prior Lake State Agency 16677 Duluth Ave SE #101 Prior Lake MN 55372		CONTACT NAME: Brad Ness PHONE (A/C, No, Ext): (952) 447-8350 FAX (A/C, No): (952) 447-8543 E-MAIL ADDRESS:	
INSURED Northfield Area Chamber Of Commerce 19 Bridge Sq Northfield MN 55057-2009		INSURER(S) AFFORDING COVERAGE INSURER A: Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32700	

COVERAGES**CERTIFICATE NUMBER:** CL18113002516**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		08272317	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Premises/Operations \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> 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						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate covers any and all use of City Property by the Northfield Area Chamber of Commerce and Tourism during the policy period shown above.
Certificate does not change any coverages or conditions of the actual policy.

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

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT WITH THE
NORTHFIELD AREA CHAMBER OF COMMERCE**

WHEREAS, the CITY OF NORTHFIELD, a Minnesota municipal corporation ("CITY"), and the NORTHFIELD AREA CHAMBER OF COMMERCE, a nonprofit corporation organized under the laws of the State of Minnesota ("CONSULTANT"), entered into a Contract for professional services (the "Contract") effective November 20, 2018; and

WHEREAS, pursuant to Section VI. H. of the Contract, the Parties now desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section I. E., Insurance, Clause 2., is hereby amended as follows:

2. CONSULTANT agrees to maintain, at CONSULTANT's expense, with coverage for itself as well as for all vendors and participants in the events, a commercial general liability insurance policy with limits of at least \$2,000,000.00 per occurrence and at least ~~\$4,000,000.00~~ \$3,000,000.00 aggregate coverage. Such insurance policies shall cover all losses related to the events, including set-up and take-down.

2. Section VI. C., Notices. is hereby amended as follows:

CONSULTANT:

~~Todd J. Bornhauser~~ Lisa Peterson

President Northfield Area Chamber of Commerce & Tourism

19 Bridge Square

Northfield MN 55057

Phone: (507) 645-5604

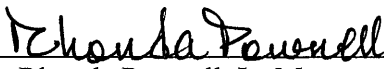
Email: ~~todd~~lisa@northfieldchamber.com

3. Ratification. Except as provided herein, all provisions of the Contract are ratified and confirmed by both Parties. Except as otherwise provided in this First Amendment, all provisions of the Contract shall remain in full force and effect, and in the event of any inconsistency or conflict between this First Amendment and the Contract, the Contract shall govern.
4. Recitals. The recitals hereto are hereby made a part hereof.
5. Execution. This First Amendment 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.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the latest date affixed to the signatures hereto.

CITY OF NORTHFIELD

By: 
Rhonda Pownell, Its Mayor

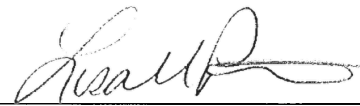
Date: _____

By: 
Deb Little, Its City Clerk

Date: 6/18/19

CONSULTANT:

NORTHFIELD AREA CHAMBER OF COMMERCE:

By: 
Lisa Peterson, Its President

Date: 6/20/2019