



SERVICES AGREEMENT
City of Minot and Minot CVB Inc.

This Agreement is entered into on this 3rd day of February, 2025, (Effective Date) by and between the City of Minot (hereinafter "City") and Minot Convention & Visitors Bureau, Inc., a North Dakota non-profit corporation and local destination marketing organization (hereinafter "Provider").

WHEREAS, the City desires to promote tourism and conventions in the Minot and the surrounding area; and

WHEREAS, Provider has expertise in promoting tourism and conventions, and has agreed to operate as the convention and visitors bureau and to provide certain services as described in Exhibit 1; and

WHEREAS, the City desires to hire Provider and to distribute (1) two-thirds of the net proceeds of the tax imposed by Chapter 28 1/2, Article II of the City's Code of Ordinances and (2) the net proceeds of the hotel leisure fee imposed by Division 4 of Chapter 18, Article III, Division 4 of the City's Code of Ordinances for the costs of Services.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. **Term.** The term of this Agreement shall be from the Effective Date until 120 days after one party gives written notice to the other of their intent to terminate this Agreement.
2. **Designation of Provider.** Pursuant to Section 28 1/2-14 of the City's Code of Ordinances, the City designates Provider as the appropriate entity to operate the convention and visitors bureau and to serve as an advisory committee to the City.
3. **Scope of Services.** Provider agrees to operate the convention and visitors bureau and provide the services outlined and in the manner described in Exhibit 1, which is attached and incorporated into this Agreement by reference. The term "Services" as used in this Agreement shall refer to the services described in Exhibit 1 to this Agreement (Exhibit 1).

4. Reports. In order for the City to evaluate the quality of Provider's performance of services rendered under this Agreement, Provider shall submit at minimum, an annual financial and program report to the City. The financial report must set forth the expenditures by Provider associated with its performance of the services described in Exhibit 1. The program report must provide a narrative explanation of the programs, projects, and services described in Exhibit 1 to this Agreement to include any qualifiable effects on the City and surrounding community.
5. Compensation. City shall pay Provider for its services hereunder compensation of (1) two-thirds of the gross proceeds of the tax imposed by Chapter 28 1/2, Article II of the City's Code of Ordinances and (2) the gross proceeds of the hotel leisure fee imposed by Division 4 of Chapter 18, Article III, Division 4 of the City's Code of Ordinances less administrative fees established by City Council. Payment shall be made periodically as collected by the City Finance Director, but no less than once per month. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
6. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
7. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either party upon one hundred twenty (120) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or

- ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms; or
- iii. If the City Council's appropriation of money required to make the payments contemplated as consideration herein becomes unlawful or is not appropriated.

d. The rights and remedies of City provided in this Section 7 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. If the termination of this Agreement does not coincide with the end of the City's fiscal budget year, the appropriation for this Agreement for the City's fiscal budget year in which this Agreement terminates shall be pro-rated on a daily basis to ascertain the appropriate Agreement payment due under Section 5 of this Agreement.

8. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Minot CVB Inc.
c/o City Manager	c/o Executive Director
P.O. Box 5006	1020 South Broadway
Minot, ND 58702-5006	Minot, ND 58702

9. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee or agent for any purpose.

10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 7(c) of this Agreement.

11. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
12. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
14. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited

by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 7(c).

15. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.

16. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.

17. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.

18. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

19. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.

20. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

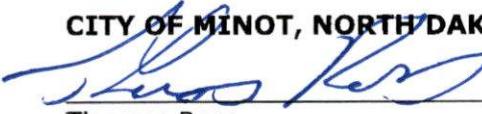
21. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum

shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

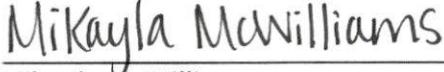
22. Entire Agreement and Modification. This Agreement, including Exhibit 1, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties. It is the explicit intent of the Parties that beginning on the Effective Date, this Agreement shall replace the Agreement the Parties entered into on March 15, 1994 as it relates to the lodging taxes collected by the City of Minot.

23. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

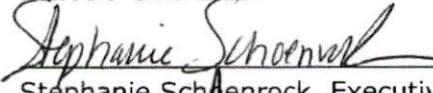
CITY OF MINOT, NORTH DAKOTA


Thomas Ross
Mayor


David Lakefield
Finance Director


Mikayla McWilliams
Mikayla McWilliams
City Clerk

MINOT CVB INC.


Stephanie Schlenrock, Executive Director


Thor Nelson, Board President



EXHIBIT 1

MINOT CVB, INC. SERVICES AGREEMENT

1. **Provider Services.** Provider shall provide the following services and/or meet the following obligations:
 - a. Operate the convention and visitors bureau;
 - b. Advise the City on tourism related issues and initiatives;
 - c. Maintain a team of qualified professionals, led by a full-time executive director and a Board of Directors to achieve strategic objectives and ensure operational excellence;
 - d. Develop and implement a data-driven marketing strategy, leveraging analytics from various sources, which may include website traffic, social media engagement, CoStar hospitality data (occupancy and average daily rate), and geolocation insights;
 - e. Develop, produce, and distribute promotional materials that effectively market Minot as a travel destination;
 - f. Establish and maintain a strong digital presence, utilizing social media, online advertising, and other digital platforms to enhance awareness of Minot's attractions, events, and visitor opportunities, with a targeted focus on audiences outside Ward County;
 - g. Promote Minot as a preferred destination for conventions, meetings, tournaments, events, and group travel, and provide comprehensive support to event organizers to ensure successful execution and increased visitation;
 - h. Collaborate with event organizers, attractions, and local businesses to promote and support events that draw leisure visitors from outside Ward County and to enhance economic impact and visitor engagement.