

SERVICES AGREEMENT
City of Minot and The Retail Coach, LLC

This Agreement is entered into on this ___ day of _____, 2021, by and between the City of Minot (hereinafter “City”) and The Retail Coach, LLC (hereinafter “Consultant”).

WHEREAS, the Consultant has agreed to provide certain Retail Development Services (hereinafter “Services”) to the City; and

WHEREAS, the City desires to hire Consultant and to pay a not to exceed amount of \$47,500 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 August 18th, 2021 through August 17th, 2022. Upon a written agreement by both Parties, this Agreement may be extended for two additional 12-month periods.
2. Scope of Services. Consultant agrees to provide the Services to the City in accordance with the City’s Request for Proposals and Consultant’s Proposal, which are attached and incorporated into this Agreement as Exhibit 1 (City’s RFP) and Exhibit 2 (Consultant’s Proposal). In the event there is an inconsistency in the exhibits, Exhibit 1 shall govern.
3. Compensation. City agrees to compensate the Consultant for the Services provided in accordance with the Project Timeline & Costs provided in Exhibit 2, Page 30. In the event the Parties agree to a 12-month extension pursuant to Section 1 of this Agreement, the compensation described in Exhibit 2, Page 31 shall govern the extension(s).
4. Work Product. At the end of the term of this Agreement, or upon termination pursuant to Section 6, and at City’s request, Consultant shall turn over all Consultant work product or materials created for City or relating to the Services provided to City, including but not limited to data, data reports, marketing materials, and draft and/or final reports, studies, feasibility packages, opportunity packages.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Consultant any authority to contract for, on behalf of, or incur obligations on behalf of the City.

6. Termination.
- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Consultant, or any later date stated in the notice:
 - i. If Consultant fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Consultant 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.
 - c. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. 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:	Consultant:
City of Minot	The Retail Coach, LLC
c/o Economic Development Administrator	c/o President
P.O. Box 5006	PO Box 7272
Minot, ND 58702	Tupelo, MS 38802

8. Independent Entity. Consultant is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Public Records Laws. Consultant understands that, City must disclose to the public upon request any records it receives from Consultant. Consultant further understand that any records obtained or generated by Consultant under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Consultant 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.

10. 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.
15. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. 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.
17. 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.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Consultant shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. 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.
20. 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.
21. Entire Agreement and Modification. This Agreement, including the Attachments, 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.

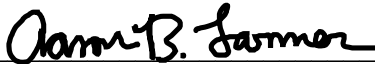
22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Shaun Sipma
Mayor

David Lakefield
Finance Director

THE RETAIL COACH, LLC



Aaron Farmer, President