

TWIN CITIES GATEWAY VISITORS' BUREAU AGREEMENT With CITY OF RAMSEY

THIS AGREEMENT made and entered into this 20th day of December, 2024, by and between the City of Ramsey, a Minnesota municipal corporation, hereinafter referred to as "City," and Minnesota Metro North Tourism, a Minnesota non-profit corporation referred to as the "Bureau." WITNESSETH: The City has enacted a tax on lodging within the City to fund a convention and visitors bureau in accordance with Minnesota Statutes Section 469.190. The Bureau has the staff, facility, and experience to carry out the objectives of promoting the City as a tourist and convention center. The City desires the Bureau to provide the services of a convention and tourism bureau on behalf of the City, and the Bureau desires to provide those services. NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of January 2025 and will continue unless terminated by mutual agreement of the City and Bureau. After one year, this Agreement may be terminated by one of the parties hereto in accordance with paragraph 7 of this Agreement.

2. Services Rendered by Bureau. The Bureau shall furnish the following services: a. Informational services in answering inquiries about the City via mail, telephone, personal, and electronic contacts. b. Prepare and present through websites, audio visual presentations, social networking sites information to the public and groups to attract visitors to the City. c. Provide planning, coordinating, and registration assistance to organizations and businesses. d. Supply support material including, but not limited to, City maps, accommodations list, and information in general. e. Distribute brochures, maps and guides of the city to potential visitors and meeting planners. f. Provide representation at trade shows, conventions, and exhibits to attract new visitors to the City. g. Promote the City as a convention center for Minnesota by regional and statewide advertising of the City's hospitality industry and attractions.

3. Changes. Basic services provided pursuant to Paragraph 2 of this Agreement shall be without charge to the person or organization utilizing said services unless authorized by contractual agreement or action of the Bureau Board of Directors.

4. Budget. The Bureau shall submit its annual budget for review by the City on or before the first day of December of the year preceding the effective date of the budget. Such budget shall detail specifically the uses to which monies received shall be spent to provide the services described in Paragraph 2 of this Agreement. It is understood between the parties that the actual revenues being generated under Paragraph 5 may vary from the amount anticipated in the budget. For this reason, it is agreed that the budget may be modified without prior consent of the City, providing that any adjustments shall be made by a two thirds (2/3) vote of the Bureau Board of Directors. Notwithstanding any other language to the contrary the Bureau shall not expend any sums beyond its revenues.

5. Funding. On the 15th day of each month, the City shall remit to the Bureau, for funding of the Bureau, 95% of the lodging tax payments received by the City, less refunds, in the preceding month during the term of this Agreement.

6. Verification of Expenditures. The Bureau will provide the City a copy of the Bureau's monthly financial statements, showing monthly, year to date, and budget figures, properly itemized and verified by the Director of the Bureau. The Finance Officer of the city shall have the right of access to the books and records of the Bureau at any time during normal business hours to audit any time of revenue or expenditure.

7. Termination. The city may terminate this Agreement by providing written notice to that effect by December 31st of the preceding calendar year to give at least a one year notice to the other party (i.e. notice given prior to December 31 2020 would mean agreement dissolves on December 31 2021. Such termination shall be effective on December 31st of the following calendar year in which notice is given.

8. Composition of Bureau's Board of Directors. City and Bureau agree that the Bureau's Board of Directors shall be proportionately represented, based on the percentage of lodging fee contributions contributed by the Member City during the preceding year. Each Member City shall have at least one Board Member. For each additional 10%, or portion thereof, above the initial 10% of the overall contribution will entitle the Member City to one additional representative. The first Board Member appointed by the Member City shall be an elected or appointed municipal representative of that Member City. The second Board Member selected by the Member City will be from that community's lodging industry unless none willing to step forward and then it would be the city's discretion to pick a chamber or attraction. Any additional representatives shall be selected at the Member City's discretion. The term of any Board Member appointed by a Member City shall immediately cease, without further action, upon the termination of membership of that Member City in the Corporation.

9. Hold Harmless. Any and all employees of the Bureau or any other persons, while engaged in the performance of any service required by the Bureau under this Agreement, shall not be considered employees of the City, and any or all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or other persons while engaged, and any and all claims made by the third party as a consequence of any act or omission on the part of the Bureau, or its agents or employees or other persons while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or the responsibility of the city. In connection therewith, the bureau hereby agrees to indemnify, save, and hold harmless, and defend the City and all of its officers, agents, and employees from any and all claims, demands, actions, or causes of actions of whatever nature or character arising out of or by reason of the execution or performance of the services provided for in this Agreement.

10. Multiple City Participation. It is contemplated that the Bureau in addition to providing services to the City, will also provide similar services described in Paragraph 2 of this Agreement to the other communities and that all cities maybe jointly promoted as a unitary convention and visitors bureau. Therefore, it is specifically authorized that funding for such joint promotion will be financed pursuant to the Agreement.

11. Discrimination. The Bureau, in providing services hereunder shall comply with the provisions of Minnesota Statutes Section 181.59 as the same may be amended from time to time. The Bureau shall

not discriminate against any person or firm in any of its activities pursuant to Minn. Stat. §181.59 which is incorporated into this agreement as through set forth in its entirety.

12. Insurance. The Bureau shall carry insurance to cover its employees and agents while performing services pursuant to this Agreement. Such insurance shall provide comprehensive general liability and property damage coverage to the Bureau and its employees and agents in such amounts as will equal the applicable limits of liability to which the City may be held pursuant to state statute as the same may be amended from time to time.

13. Laws. The Bureau will comply with all applicable Federal, State and local laws in the performance of its obligations hereunder.

14. Advertisements. All websites, brochures, listings, or advertisements of specific lodging facilities shall include mention of all facilities paying the lodging tax imposed by the City.

15. Integration. This document is fully integrated, in bodying the entire Agreement between the parties. Any amendment to this Agreement shall be in writing and executed in the same manner as this Agreement

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RAMSEY By: _____

TWIN CITIES GATEWAY By: _____