



MAY 7, 2021

THE 10TH YEAR ANNIVERSARY & COMMEMORATION OF THE FLOOD

SCOPE OF WORK

photo from minotnd.org: chronology of the flood chapter 3



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Introduction

This scope of work is determined by the City of Minot to be carried out by Hometown Elegance Event Catering & Productions. Our company was founded December 2008 and officially opened for business here in Minot May 1, 2009. The company was founded on the principle that Minot Deserves Better. At the time, our focus was to provide our community with a better level of catering than existed. As time went on, the company changed from being a catering company to being a company that produces highly complicated events while also doing catering. Our focus has always been on the experience of the guests in attendance which has led us to being one of the most sought after producers in North Dakota. Our founder, Carl Clemetson, has personally completed over 3,200 events in his career. Events ranging weddings, grand openings, general social or corporate events, to oil field and even international dignitary events have all been executed successfully. There isn't much in the world of events that really surprises us anymore which has allowed us to continue to push the envelope of what's possible to do in our community and region.

In addition, our founder and his family dealt with the flood directly. Their home prior to the flood was 209 3rd ST NW. An address now the home of the new pumping station on Broadway. The Clemetson family spent 108 days living in room 108 at River of Life Church in a 9'x 13' Sunday school room along with 70 other displaced people. The rawness of this tragedy is still real to this day.

It's this expertise and at producing highly complicated events and the personal experience that allow us to have the confidence in carrying out this scope of work that will lead to the moment where our community commemorates and remembers the day our community changed, not for the worst, but rose to become a better version of itself and, in the process learning from recovery the significance of resilience and its benefit to mitigating future disasters. Community that has found new meaning in the word restoration.

Overview and Objectives

The event is the 10th Anniversary and Commemoration of The Flood and the City's recovery experience as a learning process for resilience for mitigation with future disasters. This event will focus on community activities to draw our community together while blending in the formality of our dignitary roster as we commemorate the shared experience of our community and to draw our community together for a day of celebration to celebrate the good that has come to Minot since The Flood. To reflect on the tragedy that happened but focus on how Minot is better because of the changes that were spurred on by The Flood emphasizing the importance of the recovery work already accomplished and future work remaining to emphasize importance of mitigation and resilience measures. Minot has become a Phoenix. And while fortunately we didn't have to rise from the literal ashes as Grand Forks did, when the flood waters receded, Minot rose to the occasion both as a city but more importantly as a community.

The Objective of this event is to celebrate the work that has been done to highlight its significance in preparing for future disasters, reflect on what happened to emphasize lessons learned as emphasis on need for continued mitigation efforts, inform the community of what is coming, and connect our community with those who experience with those who did not promote an understanding that resilience and mitigation regardless of physical location in Minot is a community-wide effort of extreme importance.

Scope of Work

- Create Full Day Itinerary for all stakeholders at this event and coordinate with them to provide support for the day's events in consultation with the Mayor and to be approved by the Disaster Recovery Grand Administrator.
- Develop the second half of the day events to create a full day experience for our community with contingency plans for weather challenges in consultation with the Mayor and approved by the Disaster Recovery Grant Administrator.
- Conduct meetings with city fire and police services to ensure a safe and secure event for the public.
- Develop a site map for all aspects of the event.
- Develop a budget for the event including afternoon and evening entertainment to be approved by the Finance Director and the Disaster Recovery Grant Administrator.
- Manage the entire event from initial setup to full teardown.
- Conduct post mortem meetings with all stakeholders to find ways to improve the event with the goal of potentially making the festivities an annual event should the city leadership deem that a goal.

Project Deliverables

- Digitally accessible timeline for all stakeholders mutually developed between the consultant and the City
- Written event budget to be measurable and consistent with the requirements of the CDBG-NDR Grant
- Hometown Elegance handling all Press related questions and inquiries Marketing strategy
- Additional entertainment for the rest of the day, subject to approval by the City and available funds
- Seamless, staffed coordination of the day
- Post mortem report of the event

Adoption Plan

The initial adoption step is for Hometown Elegance to begin with a meeting with city staff to establish the current state of the event planning process, to understand the parameters and requirements for compliance with HUD rules and regulation for use of CDBG-NDR funds, and review any elements that are in contract already. At that meeting, Hometown Elegance will present several ideas for filling the remaining portion of the day with activities in order to move forward with developing a full budget.

Upon completion of that step which includes and requires approval of the budget and planned activities by the Disaster Recovery Grant Administrator, a joint press release will be drafted and distributed to all press outlets to make sure they are engaged so that we have their support for bringing awareness of this event to the public. The goal is to direct all inquiries to Hometown Elegance so that nothing falls through the cracks.

It is expected that both Hometown Elegance and the City of Minot would use their social channels to engage the public.

Hometown Elegance will meet with Minot Park District, Minot Fire, Minot Police Department and Public Works to coordinate what services can be provided in house by the city to avoid additional costs for the event. In the event services cannot be provided in house, Hometown Elegance should work with the Disaster Recovery Grant Administrator to present recommendations to the City Council consistent with all local, state, and federal (including HUD) rules and regulations.

From here a full site map will be developed to ensure emergency services has access to the entire park; a contained bar zone to eliminate potential underage drinking (it is understood that no federal funds can directly or indirectly be involved with the offering or consumption of alcoholic beverages), and locations for the remaining activities of the day.

Finally, a digital timeline will be created so that all stakeholders and dignitaries have access and can make recommendations to it. The City through the Public Information Officer shall maintain all editing control of the timeline and digital timeline including approval of the initial timeline. A copy of the final timeline will be included in the post mortem report.

Project Management

Payments: All payments to be made with CDBG-NDR funds shall be for work already performed or demonstrated costs incurred, and consistent with specific contract provisions that are in compliance with all local, state, and federal (including HUD) rules and regulations.

Reporting: The City of Minot will establish a clear change of custody for signing off on final design of promotional material, t-shirts, and other event related products in a timely matter.

Terms: See below

HOMETOWN ELEGANCE EVENT PLANNING AGREEMENT

This EVENT PLANNING SERVICE AGREEMENT ("Agreement") is made and entered into:

On May 17, 2021 (today's date)

By and between for City of Minot & Hometown Elegance for June 26, 2021.

RECITALS:

WHEREAS, Client wishes to engage Hometown Elegance as a Planner and/or Consultant; and

WHEREAS, Hometown Elegance wishes to accept such engagement; and

WHEREAS, both parties wish to enter into this Agreement in order to provide a full statement of their respective responsibilities; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. CONTACT INFORMATION.

Client: City of Minot

Address: 515 2nd Ave SW, Minot, ND 58701

Phone: 701-857-4750

Email:shaun.sipma@minotnd.org

2. INCLUDED SERVICES

The Scope of Work document submitted by Hometown Elegance, which includes, among other things, a scope of work, project deliverables, adoption plan, and project management information is incorporated by reference into this Agreement. Services are described specifically in the Scope of Work document.

3. TERM.

The term of this Agreement shall commence on execution of this Agreement by both parties and continue through until a post mortem report is delivered, which shall be no later than July 6, 2021.

4. Planning Fee: \$4,500

Includes planning, execution, and post mortem. Includes primary planner and assistant for the day of the event. Payment shall be based on vouchers submitted by Hometown Elegance for services delivered consistent with this Agreement and the requirements of all local, state, and federal (including HUD) rules and regulations.

Terms & Conditions:

Signed contract required prior to planning process & communication beginning All payments are subject to compliance with local, state, and federal (including HUD) rules and regulations.

5. GENERAL PROVISIONS.

- 5.1 This Agreement will be governed under the laws of the State of North Dakota and applicable state or federal (including HUD) rules and regulations. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Ward County, North Dakota.
- 5.2 In the event any of the terms of this Agreement are found to be invalid or unenforceable by a court of competent jurisdiction, that term shall be disregarded and the remainder of the Agreement shall remain binding upon the parties.
- 5.3 This Agreement contains the sole and entire agreement between the parties.
- 5.4 By entering into this Agreement, the City does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. City does not waive any right to a jury trial.
- 5.5 Hometown Elegance agrees to comply with all applicable local, state, and federal laws, rules and policies.
- 5.6 Hometown Elegance may not assign or otherwise transfer or delegate any right or duty without City's express written consent. Hometown Elegance may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Hometown Elegance is solely responsible for the performance of any subcontractor with whom Hometown Elegance contracts. Hometown Elegance does not have authority to contract for or incur obligations on behalf of City.
- 5.7 Hometown Elegance agrees that City must disclose to the public upon request any records it receives from Hometown Elegance. Hometown Elegance further understands that any record obtained or generated by Contractor under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Hometown Elegance agrees to contact City immediately upon receiving a request for information under the public records law and to comply with City's instructions on how to respond to the request.

IN WITNESS THEREOF, the parties hereto have freely entered into this Agreement effective as of the day and year first above written.

Client Signature

A handwritten signature in black ink, appearing to read "Shaun Spma".

Date: 5/18/2021

Printed Name:

The printed name "Shaun Spma" is written in black ink below the handwritten signature.