

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of this ___ day of March, 2022 between EHLERS AND ASSOCIATES, INC. (hereinafter called the "Firm") and the CITY OF MAPLE GROVE (hereinafter called the "City").

WITNESSETH, that the City desires to engage the Firm to render certain professional services and both parties agree as follows:

1. Scope of Services. The Firm shall provide the following professional services:
 - A. Any or all of the services described in the Scope of Services that was included in the City's 2022 Request for Proposals for Municipal Advisor and further supplemented by the attached 2022 fee proposals, which are hereby incorporated by reference; and
 - B. Other professional services, as requested by the City and mutually agreed-upon by the Firm.
2. Delivery of Service. Stacie Kvilvang, as the lead Firm representative, shall assume primary responsibility for delivering the professional services required by this Agreement. Services requested by the City pursuant to this Agreement shall be communicated to Ms. Kvilvang and/or other assigned Firm representatives by the City's department heads or other administrative staff. The Firm reserves the right to assign alternative representatives to perform service, subject to the consent of the City. The City can request alternative representation by Firm employees at any time.
3. Time of Performance. The services of the Firm shall be provided upon request of the City and shall continue until services are completed.
4. Compensation: Method of Payment. For the professional services provided for herein, it is agreed that Firm shall be paid according to the terms and at the fees, rates and charges as enumerated in the attached 2022 fee proposals. Amounts and terms of compensation for consulting or other services requested in addition to the proposed scope of service will be negotiated separate from this Agreement.

All bills from the Firm for services performed or for reimbursement of expenses, other than amounts due related to debt issuance services, shall be submitted no more frequently than monthly to the City. Such billings shall be accompanied by documentation as shall be reasonably requested by the City. Upon approval of billings and supporting documentation, Firm's bills shall be promptly paid.

5. Assignability. Firm shall not in any way assign or transfer any of its rights or interests

under this Agreement in any way whatsoever without the prior consent of the City. Further, Firm shall not assign any other person as the lead Firm representative, other than as provided for in paragraph 2 above, without the prior written consent of the City Finance Director or City Administrator.

6. Termination of Services. At any time the Contract may be terminated by either party by delivering written notice to the other party 30 days prior to the termination date. In the event of termination, all property and finished or unfinished documents and other writings prepared by Firm under this Agreement shall become the property of City, and Firm shall promptly deliver the same to the City as set forth above. Firm shall be entitled to compensation for time expended by it pursuant to the termination of this Agreement until such termination becomes effective.

7. Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of copartners or joint venture with the City. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Firm or employees of the Firm performing services under this Agreement.

8. Indemnification and Insurance. The Firm agrees it will defend, indemnify, and hold harmless the City, its officers, and employees against any and all liability, loss, costs, damages, and expenses which the City, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the Firm's performance or failure to adequately perform its obligations pursuant to this contract.

Firm further agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this contract keep in force:

- A. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000 for property damage arising from one occurrence, \$500,000 for bodily injuries, damages, and/or death to anyone person, and \$1,500,000 aggregate, for total bodily injuries, damages, and/or death arising from anyone occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging the contract between the Consultant and the City.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000 per accident for property damage, \$500,000 for bodily injuries, damages, and/or death to anyone person, and \$1,500,000 aggregate, for total bodily injuries, damages, and/or death arising from anyone accident.
- C. A professional liability insurance policy covering personnel of the Consultant while performing services under this Agreement in the following amounts: Errors

and omissions \$500,000 per occurrence and \$1,500,000 in total for any individual occurrence.

- D. Workers Compensation Insurance and employer's liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence. Prior to the effective date of this contract, and as a condition precedent to this contract, the Firm will furnish the City with Certificates of Insurance listing the City as a certificate holder.
- E. If Firm's work involves working with, or the potential release of, a hazardous substance, then the Firm shall be required to procure double the insurance policy limits of those noted above.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days prior notice thereof to the City.

- F. Workers' Compensation Insurance and employers' liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence. Prior to the effective date of this contract and as a condition precedent to this contract, the Firm will furnish the City with Certificates of Insurance listing the City as a certificate holder.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed within thirty (30) days prior notice thereof to the City.

9. Data Practices. All data collected, created, received, maintained, or disseminated for any purposes by the activities of Firm because of this contract is governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

10. Trade Secrets. Assuming that the material that the Firm may supply constitutes a trade secret under the Uniform Trade Secrets Act definition, it could be protected under Minn. Stat. Section 13.37 subd. 1(b) and subd. 2. The MGDPA definition of "trade secret information" tracks the language of the UTSA, and thus includes "government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use." If such data meets this definition, then subd. 2 makes it nonpublic data with regard to data not on individuals, and private data with regard to data on individuals. The parties acknowledge that provisions of the MGDPA apply and agree to abide by them without making

any independent assurance of data secrecy or confidentiality.

11. Records Availability and Retention. The Firm agrees that the City 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 the Firm and invoice transactions relating to this Agreement.

Firm agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

12. Merger and Modification

- A. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

13. Default and Cancellation

- A. If the Firm fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Firm's default is executed, the City may, upon written notice, immediately cancel this Agreement in its entirety.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

14. Subcontracting and Assignment. Firm shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Firm shall be responsible for the performance of all subcontractors.

15. Nondiscrimination. During the performance of this Agreement, the Firm agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

16. Processing of Payments. Prior to the processing of any and all payments to the Firm pursuant to this Contract, compliance with Maple Grove Finance Department regulations on the completion and filing of W-9 forms and other IRS and Minnesota Department of Revenue taxing forms is required

IN WITNESS WHEREOF, the City and the Firm have executed this Agreement as of the date written above.

CITY OF MAPLE GROVE

EHLERS AND ASSOCIATES, INC.

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

Approved as to Form: _____

Schedule of Professional Fees & Expenses

a. Debt Issuance Fees

Ehlers fees for debt issuance are based on the amount issued, including competitive, negotiated and refunding bonds.

PAR VALUE	FEE/\$1,000
First \$500,000	\$20.00
\$500,000 - \$1,000,000	\$10.50
\$1,000,001 - \$2,000,000	\$6.00
\$2,000,001 - \$5,000,000	\$3.00
\$5,000,001 - \$10,000,000	\$2.50
\$10,000,001 - \$15,000,000	\$1.25
\$15,000,001 - \$20,000,000	\$1.15
\$20,000,000 - \$25,000,000	\$1.00
> \$25,000,000	\$0.50

- Multi-purpose issues are charged at 75% of fee schedule by statutory purpose or distinct repayment source, but in no case greater than 150% of the applicable fee based on issue par amount.
- Contemporaneously sold issues with the same security are charged with the largest issue at full fee and all other issues at 80% of the fee schedule.
- Advance refunding issues require an additional \$2,500 for added technical support per issue.
- Use of open market securities within a defeasance escrow requires an additional \$750 per escrow.
- Revenue-secured obligations (non-G.O.) shall carry fees at 150% of the above table of fees for general obligation debt.
- Debt issues not requiring an official statement shall carry fees at 75% of the applicable fee for general or revenue-secured obligations that require an official statement, but in no case less than \$5,000.
- Ehlers shall charge flat fees of \$1,500 - \$5,000 in addition to the standard bond fee for authoring of or consultation on planning documents or reports required for authorization of debt issuance, which fee shall include meeting attendance (i.e. Capital Improvement Plans, Street Reconstruction Plans, Tax Abatement, etc.). Such fee and scope of work shall be agreed upon between Client and Ehlers in advance.

The City will be responsible for the following expenses: credit rating fees, legal services, publication of notices (if any), paying agent fees (if any), escrow agent fees (if any), verification agent (if any), and any fees charged by third parties for information required for the official statement.

Note: The fee for the 2022 Street Improvement Bonds shall not exceed \$32,100

**The fee for the 2023 Street Improvement Bonds shall not exceed \$34,200
The fee for the Sales Tax Bond issued for the Community Center shall not exceed \$67,500**

b. Continuing Disclosure Fees

Ehlers will assess Continuing Disclosure fees as follows:

CONTINUING DISCLOSURE UNDERTAKINGS (CDUs)	ANNUAL FEE
One (1) to three (3) CDUs	\$2,800
Four (4) to six (6) CDUs	\$3,300
Seven (7) or more CDUs	\$3,800

c. Arbitrage Consulting Fees

Ehlers charges \$300/hour for projects outside of Fixed Fee Analysis. For any hourly rate projects being considered, Ehlers will complete a full scope of services and gain client approval before commencing work.

MAXIMUM FEE	ANALYSES	COVERAGES
\$1,000	Spending Exceptions	
\$3,750 period	Arbitrage Reporting	<ul style="list-style-type: none"> • Per 5-year analysis • Prorated interim reports
\$1,000	Arbitrage Review	<ul style="list-style-type: none"> • Per analysis • Up to 5 years

Services other than listed above not contemplated at time of issuance are charged based on the type of service performed, expenses incurred, time involved and responsibility assumed.

d. Paying Agent Service Fees

Paying Agent Service fees are charged annually on a per-issue basis.

Initial Fee: \$450.00 upon bond sale

Annual Fee: \$475.00 per issue

Paying Agent Service Fees Chart

FEE	TERM	COVERAGES
\$450	Initial (payable at closing)	<ul style="list-style-type: none"> • Review of final bond documents • Communication with advisor & bond counsel • Coordination of delivery of bonds for closing • Set up of necessary accounts/records

\$475	Annual Admin (payable in advance)	<ul style="list-style-type: none"> • Invoicing & collection of debt service pmts • Documentation & wiring of debt service pmts • Communications with DTC • Maintenance of Issuer's account • Destruction of Bonds • Processing of optional redemption notices
\$100	Additional Services (per notice)	<ul style="list-style-type: none"> • Processing of mandatory sinking fund notices

Services other than listed above not contemplated at time of issuance are charged based on the type of service performed, expenses incurred, time involved, and responsibility assumed.

Note: Fees may change over time and City will be notified of these changes, if any.