

**SERVICES AGREEMENT BETWEEN
RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT and
NORTHLAND SECURITIES, INC.**

This Agreement is entered into between the Riley Purgatory Bluff Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and Northland Securities, Inc., Northland Securities, Inc., a private Minnesota corporation and subsidiary of Northland Capital Holdings, Inc. First National of Nebraska, Inc., is the parent company of Northland Capital Holdings, Inc. (“CONSULTANT”). In consideration of the mutual terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, RPBCWD and CONSULTANT agree as follows:

1. Services

CONSULTANT will perform the work described in the Services to be Provided by Northland section of the Municipal Advisory Service Agreement dated November 3, 2023, attached hereto as Exhibit A and incorporated herein (“MASA”). The RPBCWD, at its discretion, in writing may terminate the services of CONSULTANT with seven (7) days’ notice as provided in the MASA. .

2. Independent Contractor

CONSULTANT is an independent contractor under this Agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute CONSULTANT as the agent, representative or employee of the RPBCWD in any manner. Personnel performing the Services on behalf of CONSULTANT will not be considered employees of the RPBCWD and are not entitled to any compensation, rights or benefits of any kind from the RPBCWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this Agreement or any of the Services without the written consent of the RPBCWD and only in accordance with any conditions of that consent.

4. Standard of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with applicable professional standards. CONSULTANT will indemnify, defend and hold harmless the RPBCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of CONSULTANT's negligence, including professional negligence, or other action or inaction by CONSULTANT that is the basis for CONSULTANT's liability in law or equity.

5. Compensation

The RPBCWD will compensate CONSULTANT for the Services in accordance with Exhibit A.

CONSULTANT will maintain the books, records, documents, and accounting procedures and practices relevant to this Agreement for a minimum of six years for examination by the RPBCWD or the state auditor.

6. Term and Termination

This Agreement is effective when fully executed by the parties. It terminates sixty (60) days following the closing date related to the issuance of the Debt, unless earlier terminated as set forth herein. This Agreement may be terminated by seven (7) days written notice by either party.

7. No Waiver

Notwithstanding any other term of this Agreement, the RPBCWD waives no immunities in tort. This Agreement creates no right in and waives no immunity, defense or limitation on liability with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

A. General liability: \$1.5 million each occurrence and aggregate, on an occurrence basis. Limits can be reached through a combination of primary and excess (umbrella) layers of insurance.

B. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

CONSULTANT will not commence work until it has filed with the RPBCWD a certificate of insurance clearly evidencing the required coverages and naming the RPBCWD as an additional insured with primary coverage for general liability on a non-contributory basis, as well as a copy of the additional insured endorsement. The certificate will name the RPBCWD as a holder. RPBCWD will receive written notice from CONSULTANT before cancellation, nonrenewal or a material change in any described policy under the same terms as CONSULTANT.

9. Compliance with Laws

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services, and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Data

All data obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data are contained, documented or memorialized, are the property of the RPBCWD. CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities.

Any CONSULTANT warranty under this agreement does not extend to any party other than the RPBCWD or to any use of the materials by the RPBCWD other than for the purpose(s) for which CONSULTANT is compensated under this Agreement.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform the RPBCWD immediately and transmit a copy of the request. If the request is addressed to the RPBCWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to the RPBCWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with the RPBCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of RPBCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

12. Equipment and Supplies

CONSULTANT will provide all equipment and supplies used in performance of the Services.

13. Continuation of Obligation

Insurance obligations; warranties and obligations to defend, indemnify and hold harmless; and requirements concerning preservation and maintenance of documents will survive completion of the Services and the term of this Agreement.

14. Notices

Any written communication required under this Agreement to be provided in writing will be directed to the other party as follows:

To RPBCWD:

Administrator

Riley Purgatory Bluff Creek Watershed District
18681 Lake Drive East
Chanhassen MN 55317

To CONSULTANT:

Either of the above individuals may in writing designate another individual to receive communications under this Agreement.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this Agreement, including the MASA (Exhibit A) is valid only when reduced to writing as an amendment to the Agreement and signed by the parties hereto.

16. Time Is of the Essence

Time is of the essence in performing the Services.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this Agreement.

NORTHLAND SECURITIES, INC.

**RILEY PURGATORY BLUFF CREEK
WATERSHED DISTRICT**

By _____
Its _____

By _____
Its _____

Date:

Date:

APPROVED as to FORM & EXECUTION

RPBCWD Attorney

Date: