



February 11, 2025

## Agreement for Services

Between

**Client:**

Sabri Fair  
Region Nine Development Commission  
3 Civic Center Plaza, Suite 310  
Mankato, MN 56001  
(507) 389-8886  
[sabri@rndc.org](mailto:sabri@rndc.org)

and

**Consultant:**

Frontier Energy, Inc.  
7935 Stone Creek Dr. Suite 140  
Chanhassen, MN 55317

### A. Project Overview

The constant (Frontier Energy) will complete electrical energy audits and CenterPoint Natural Gas Energy Audits (NGEAs) for the client (Region Nine Development Center, working on behalf of the City of St. James) at the following St. James City Buildings; St. James City Hall, Watonwan County/St. James Library, St. James Fire Hall, St. James Community Building & Princess Theater, St. James Liquor Store, and St. James Police Department.

Frontier Energy proposes a total cost of \$10,000 + \$200 NGEA application per location + mileage expenses from our Chanhassen, MN office. Additional details about services and fees are included in Exhibit A.

### Project Completion Date: 6/30/2025

### Recitals

- A. Client desires to engage Consultant to provide consulting services.
- B. Consultant desires to provide consulting services to Client for the Project.
- C. Client desires to retain Consultant to provide certain consulting services, as set forth in Exhibit A ("Scope of Work"), and Consultant desires to provide such services to Client, all pursuant to the terms and conditions set forth herein.

### Agreement

This Agreement for Services ("Agreement") is by and between Client and Consultant, each having a place of business at the addresses set forth above. Client and Consultant may individually be

referred to herein as a “Party” and collectively as the “Parties”. In reference to Recitals A through C above, which are incorporated herein, and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate on the Termination Date as described in Section 3 of this Agreement. Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
2. Fees. Client shall pay all charges, as detailed below and Exhibit A, within thirty (30) days after receipt of a written invoice therefore. A 1 ½% monthly rebilling charge will be added to past-due invoices. The Scope of Work and Fees attached to this Agreement as **Exhibit A** is incorporated herein by this reference, as may be amended from time to time by mutual written agreement of the Parties.
3. Termination. This Agreement shall continue in effect until the Termination Date which can occur as follows:
  - 3.1 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:
    - (A) The day immediately following the Project Completion Date (the “**Termination Date**”) where this Agreement has not been expressly extended in writing by the Parties;
    - (B) Bankruptcy or insolvency of either Party;
  - 3.2 Right to Terminate this Agreement without Cause. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party (the “**Termination Notice**”). The Parties’ obligations hereunder shall terminate on the date that is thirty (30) days after the date of the Termination Notice (the “**Termination Date**”). Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
4. Assignment. Client shall not assign, delegate or transfer its rights, obligations or interests under this Agreement without the prior written consent of Consultant which will not be unreasonably withheld.
5. Indemnification. Consultant shall indemnify, defend and hold Client, its principals, officers, directors, shareholders, and employees (the “**Client Parties**”) harmless from and against any and all liabilities resulting from third party claims for loss, damage or injury to persons or property (“**Liabilities**”) arising from the negligence or misconduct of Consultant, including any Liabilities arising from breach of this Agreement; provided, however, that Consultant’s total liability under this Agreement shall be limited to the amount of the fees paid by Client pursuant to the Fee Schedule. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Consultant’s indemnity obligation as set forth in this Section shall survive the termination of this Agreement for a period of six (6) months. In no event shall Consultant be liable to Client for (A) any lost profits, consequential or punitive damages in connection with this Agreement, (B) any Liabilities arising from the negligence or willful misconduct of the Client Parties, or (C) any Liabilities arising from the mere discovery and reporting by Consultant (as may be required by law) of any environmental or construction defects.
6. Miscellaneous Provisions.

- 6.1 Interpretation. This Agreement sets forth the entire agreement of the Parties concerning the subject matter hereof, and this Agreement supersedes any and all prior negotiations, discussions, and agreements. Any prior agreements, promises, or negotiations not expressly set forth in this Agreement are of no force and effect. Any oral representations of modifications concerning this agreement shall be of no force or effect, except for a subsequent modification in writing signed by the Party against whom enforcement is sought. This Agreement has been drafted by a joint effort of the Parties and shall be interpreted without regard to which Party is the drafting Party, and each Party waives the benefit of any law or judicial decision providing otherwise. The term “including,” shall be deemed to mean “including without limitation.”
- 6.2 Successors and Assigns. This Agreement shall inure to, and be binding upon, the respective assigns and successors in interest of the Parties hereto.
- 6.3 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic and facsimile signatures on this Agreement shall constitute original signatures of the Parties.
- 6.4 Compliance with Laws. The Parties shall each comply with all rules, orders, determinations, laws and ordinances of any federal, state or local authority having or exercising jurisdiction over the subject matter of this Agreement.
- 6.5 Survival of Terms. All representations, warranties and indemnification made or given by each of the Parties hereto pursuant to this Agreement and all causes of actions, rights and remedies which the Parties may have as a result of a breach of any provision of this Agreement, shall survive any termination of this Agreement, unless otherwise set forth herein.
- 6.6 Governing Law. This Agreement shall be governed by the procedural and substantive law of the State of Minnesota, excluding its conflicts of law principles.
- 6.7 Third Party Rights. No rights hereunder shall accrue to the benefit of any person or entity not a Party hereto, except as expressly set forth herein.
- 6.8 Waiver. The waiver by either Party of any breach or violation of, or default under, any provision of this Agreement shall not be deemed a continuing waiver by such Party of any other provision or of any subsequent breach or violation of this Agreement or default hereunder.
- 6.9 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 6.10 Headings. The section headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- 6.11 Force Majeure. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, insurrection, war, lockouts, accidents, or other events beyond the other’s control.
- 6.12 Notices. Any and all notices provided for herein shall be in writing and shall be delivered personally, by reputable overnight courier, electronically with confirmation of delivery, United States mail, certified with return receipt requested, postage, and addressed as follows:

If to Consultant: Frontier Energy, Inc.  
PO Box 530293  
Atlanta, GA 30353-0293  
612-598-8743

If to Client: Region Nine Development Commission  
3 Civic Center Plaza, Suite 310  
Mankato, MN 56001  
(507) 389-8886  
Attn: Sabri Fair

Such notices shall be deemed received when delivered or rejected, but notices delivered after 5:00 p.m. shall not be considered delivered until the next business day. Either Party may change its address for the purpose of this Section by giving at least five (5) days prior written notice of such change to the other Party in the manner provided herein.

- 6.13 Amendments. This Agreement may be amended, in whole or in part, only by further written agreement duly executed by each of the Parties hereto.
- 6.14 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by this reference and made a part of this Agreement as if fully set forth herein. The following constitute the exhibits to this Agreement:

**Exhibit A – Scope of Work and Fees**

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below (“Effective Date”).

**CONSULTANT:**

Frontier Energy, Inc.,

**CLIENT:**

Region Nine Development Commission

\_\_\_\_\_  
By: Matt Haley

Its: Vice President

\_\_\_\_\_  
By: Sabri Fair

Its: Environment & Sustainability Planner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Exhibit A – Scope of Work and Fees

### Project Description

The Services to be performed are:

Electrical energy audits and CenterPoint Natural Gas Energy Audits will be completed by Frontier Energy auditors at each of the following City of St. James buildings, St. James City Hall, Watonwan County/St. James Library, St. James Fire Hall, St. James Community Building & Princess Theater, St. James Liquor Store, and St. James Police Department. Electric and natural gas reports will be written for each location, detailing energy usage, energy efficiency recommendations for energy end users, and payback analysis. A final presentation will be scheduled with the customer to review audit results. Additional project details and deliverables are included in the Scope of Services.

### Scope of Services

#### Project Tasks & Deliverables

Consultant shall perform the following Tasks and produce the Deliverables below:

Electrical energy audits and NGEAs at the following locations:

- St. James City Hall
- Watonwan County/St. James Library
- St. James Fire Hall
- St. James Community Building & Princess Theater
- St. James Liquor Store
- St. James Police Department

As part of the NGEA program, these locations will receive free natural gas direct installs that include:

- Low flow faucets
- Low flow shower heads
- Door sweeps

As part of the electrical audits and NGEAs, the following will be provided:

- Benchmarks of all the utilities in each building
- End use analysis to show where the energy is being used
- Recommendations for different energy end users
- Energy use trend evaluations
- Upcoming project payback analysis
- Presentation to discuss results
- Simple analysis document to compile all findings

#### Project Timeline

Consultant shall perform the Services and provide the Deliverables by the following dates:

- Electrical audits and NGEAs to be completed by April 1<sup>st</sup>, 2025
- Final deliverables, as outlined in the above Scope of Services, to be completed by June 30<sup>th</sup>, 2025

#### Location of Services to be Performed

Consultant shall provide the Services in the following locations:

On-Site: St. James City Hall, 1205 6<sup>th</sup> Ave. S., St. James, MN 56081; Watonwan County/St. James Library, 125 5<sup>th</sup> St. S., St. James, MN 56081; St. James Fire Hall, 315 11<sup>th</sup> St. S., St. James, MN 56081; St. James Community Building & Princess Theater, 505 1<sup>st</sup> Ave. S., St. James, MN 56081; St. James Liquor Store, 119 1<sup>st</sup> Ave. S., St. James, MN 56081; St. James Police Department, 124 Armstrong Blvd. S., St. James, MN 56081

Off-Site: 7935 Stone Creek Dr., Suite 140, Chanhassen, MN 55317

Key Personnel

1. Alexandra Blair, Program Coordinator
2. Benjamin Lehman, Senior Program Coordinator
3. Sarah Brackett, Program Associate

Compensation Schedule

\$10,000 + \$200 per NGEA performed shall be payable in consideration of the provision of the Services pursuant to this Scope of Work. Mileage charges will be billed at the applicable IRS mileage rate from Frontier Energy's Chanhassen, MN office.