

AGREEMENT

FEDERAL REPRESENTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of December 2015, between LOCKRIDGE GRINDAL NAUEN, P.L.L.P. ("LGN"), Suite 2200, 100 Washington Avenue South, Minneapolis, MN 55401, and the City of Albertville ("Client"), 5959 Main Avenue NE, P.O. Box 9 Albertville, MN 55301.

WITNESSETH

WHEREAS, the Client, wishes to retain the services of LGN to assist the Client in monitoring, reporting, and lobbying related to certain federal legislative and administrative matters;

NOW, THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, the Client and LGN agree as follows:

1. SCOPE OF SERVICES

1.1 Services. The parties agree that LGN shall serve the Client on a contract basis as the Client's Federal Legislative Representative. Subject only to the general direction of the Client leadership, LGN shall represent the Client's federal legislative priorities in the following areas: (1) Economic Development objectives pertaining to Transportation Infrastructure Development, (2) Economic Development objectives pertaining to Sewer and Water Infrastructure Development (the "Priorities"). LGN shall choose the means and manner in which it performs the requirements of the Agreement but the approval of all legislative positions resides with the Client. The scope of LGN's services are set forth in Exhibit A. LGN's work and services provided herein shall be directed and supervised by Dennis McGrann, and no other persons outside of LGN shall be engaged upon such work or services except upon the written consent of the Client. This provision shall not apply to secretarial, clerical, and other incidental services needed by LGN to assist in the performance of this agreement.

1.2 Additional Services. If additional services, projects or work are desired and agreed upon by the Client and LGN, the fees for such additional services, project or work will be negotiated and mutually agreed upon in writing prior to the performance of additional services, projects or work.

2. TERM AND TERMINATION

2.1 Term. The term of engagement for the services provided shall be **January 1, 2016 through December 31, 2016** subject to termination as provided in Section 2.2.

2.2 Termination. This Agreement may be terminated prior to its expiration only as follows:

2.2.1 Upon the written mutual agreement of the Parties hereto;

2.2.2 By either Party upon thirty (30) days written notice to the other Party; or

2.2.3 By the Chairman of Client upon written notice to LGN.

3. COMPENSATION

3.1 Fees. In consideration of services performed as specified in Section 1.1 and Exhibit A of this Agreement, the Client shall pay LGN professional fees in the amount of **\$30,000.00 payable in twelve equal monthly installments of \$2,500.00 per month.**

3.2 Changes in Scope of Work. LGN reserves the right to propose additional fees for changes or additions to the scope of work covered by this Agreement. If agreed to by the Client, such changes or additions will be executed as an amendment to this Agreement.

3.3 Costs. Out-of-pocket costs associated with LGN's performance of the services, such as copying costs, conference call costs, legal or legislative research, or local travel expenses, shall be reimbursed by Client. Travel expenses from Washington D.C. to Minnesota shall be reimbursed by the Client if such travel is requested by the Client.

3.4 Payment. Payment for professional fees and expenses shall be made to LGN upon submission by LGN to the Client of invoices for services rendered and expenses incurred and the Client shall pay LGN within twenty (20) days from receipt of each invoice.

3.5 Payment Upon Termination. In the event this Agreement is terminated prior to the end of the term, the Client shall be responsible for payment for services performed only through the date of termination based on records of work performed through such date.

4. INDEPENDENT CONTRACTOR

LGN shall select the means, method, and manner of performing the services herein. LGN is and shall remain an independent contractor with respect to all services performed under this Agreement. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to the Client employees, shall accrue to LGN or employees of LGN performing services under this agreement.

The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

5. COMPLETE AGREEMENT

The Parties each agree and understand that this Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral understandings or agreements with respect to the subject matter hereof.

6. AMENDMENTS AND WAIVERS

This Agreement may not be amended, altered, enlarged, supplemented, abridged, or modified, nor can any provision hereof be waived, except by a writing executed by both Parties which shall be attached hereto. Failure of any Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

7. NONDISCRIMINATION

During the performance of this agreement, LGN 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.

8. SEVERABILITY

Every section, provision, or part of this agreement is declared severable from every other section, provision, or part thereof to the extent that if any sections, provisions or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

9. ETHICS

LGN shall, to the extent applicable, comply with all provisions Federal lobbying regulatory requirements.

11. NOTICES

All notices, demands, and requests permitted or required to be given under this Agreement shall be in writing and deemed given when mailed by the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the address of the appropriate Party as provided herein:

To the Client:

City of Albertville
5959 Main Avenue NE
P.O. Box 9 Albertville, MN 55301

To LGN:

Lockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
Attention: Harry E. Gallaher

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the date aforementioned.

CLIENT:

City of Albertville



By: Jillian Hendrickson
Its: Mayor



By: Kimberly A. Olson
Its: City Clerk

LGN:

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

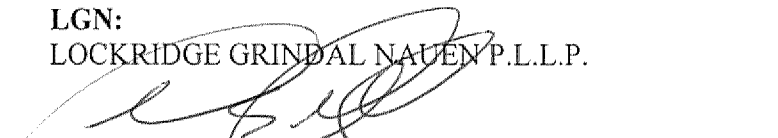

By: Harry E. Gallaher
Its: Managing Partner

EXHIBIT A
SCOPE OF SERVICES

In providing services related to Client's Priorities, LGN will:

1. Monitor and analyze of federal legislative, regulatory and administrative developments for potential impact on the City of Albertville —both in Congress and the Executive Branch – and advise the City when action would be beneficial to overall objectives.
2. Forward documents of interest as requested.
3. Provide written updates, status briefings, and reports as needed.
4. Provide general strategy advice and counsel upon request.
5. Meet with City of Albertville to assist in the development of its list of goals, priorities and specific projects, identify which could be addressed at the federal level, and assist in developing written material on each request to provide to congressional staff.
6. Work with the City to tailor your requests to the delegation, administration and Senate/House objectives.
7. Carefully and completely analyze critical federal issues pertaining to your stated federal priorities and providing that information to the City of Albertville as appropriate.
8. Participate in regular conference calls with the City of Albertville.
9. Assist in the preparation and submission of legislative and administrative requests.
10. Ongoing and continuous review of client's "position" within the Congressional and Executive levels of the federal government.
11. Closely examining the Federal Register for announcements of available funding which may be of interest to the City of Albertville.
12. Policy Analysis: We will help position you politically to deal successfully with Congress and the Executive Branch.
13. Policy Briefings: We will research, plan, arrange, and participate in formal policy briefings for Members of Congress and Federal Agency officials.
14. Advocate before Congress, congressional committees and federal agencies in support of Albertville's Priorities.

15. Provide Albertville with regular reports and updates on legislative and budgetary issues that may impact the City's Priorities.
16. Prepare a final report at the conclusion of session which includes the final status of Albertville's Priorities and a summary of the impact of major legislative changes.
17. Provide additional written report/newsletters and analysis for the City as needed and/or directed.
18. Prepare all public communications: letters, press releases, official Congressional testimony, formal executive agency submissions, briefing books, issues analyses, background briefing/white papers, and memoranda.
19. Schedule of meetings, briefings, and associated activities with Members of Congress and/or Executive Branch officials in Washington DC on behalf of the City of Albertville. This would include the logistics of unlimited trips to DC per annum.
20. Assist with grant applications (exploration, consultation, review, support strategies) to the appropriate departments as directed.
21. Provide continuous and focused interaction with our key contacts on the staff at the aforementioned associations.
22. Assist with General Public Relations efforts to encourage organizations to use City of Albertville as an example to showcase in the media, agency publications, and Congressional testimony on Capitol Hill.