

Legislative Representation Agreement

This service agreement ("Agreement") is entered into by and between The Council Bluffs Area Chamber of Commerce (CBCC) an Iowa non-profit corporation, qualified under 501c6 status of the Internal Revenue Code; with its principal place of business at 149 West Broadway, Council Bluffs, Iowa 51503, and Brent Siegrist, (Lobbyist) 204 Lori Lane, Council Bluffs, Iowa 51503.

Based upon the mutual promises contained herein, and other good and valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement:

1. **Services:** Lobbyist shall provide government relations and public affairs consulting services to the CBCC, it's Public Policy Committee and Board of Directors including all activities normally associated with state legislative lobbying, as specifically authorized by the CBCC after consultation with the CBCC Public Policy Committee. The Lobbyist will help advance the CBCC common interests and be willing to adjust these interests during the 2019 Legislative session. Services include, but are not limited to: briefing the Governor and her office; representation at legislative hearings; local legislative events / gatherings; advocacy to certain legislators, regulators and their staffs on CBCC positions on issues of interest to the CBCC; planning and coordinating meetings and receptions for the CBCC with legislators and regulators; regular contact with the CBCC President / CEO, CBCC Public Policy Committee and/or the CBCC Board of Directors, as necessary for direction and specific authority to act on issues; contact and interaction with lobbyists of other interest groups and industry trade associations on behalf of the CBCC on legislative and regulatory issues; preparation and filing of reports to the Public Disclosure Commission; and, reports to the CBCC as requested.
2. **Funding Participants:** Lobbyist shall work cooperatively with the CBCC and its funding participants including; Pottawattamie County (PC), an Iowa municipality; the City of Council Bluffs (CCB), an Iowa municipality; The Council Bluffs Community Schools (CBCS), an Iowa non-profit corporation, qualified under 501c3 status of the Internal Revenue Code; and Iowa Western Community College (IWCC), an Iowa non-profit corporation, qualified under 501c6 status of the Internal Revenue Code.

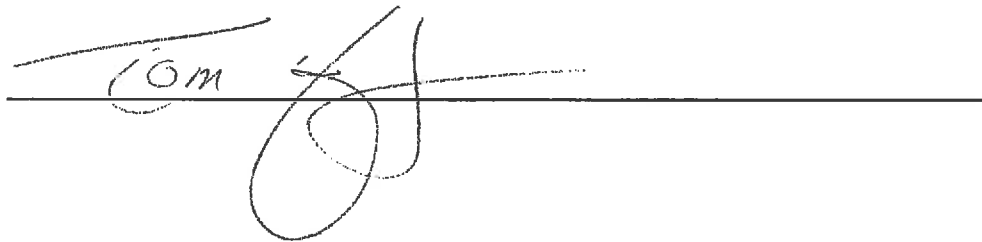
3. Reports: Lobbyist shall provide end-of week, weekly written updates on activities and actions of note happening in the legislature to the CBCC staff, Public Policy Committee, and/or CBCC Board of Directors, for dissemination among CBCC members and other interested parties.
4. Term of Agreement: This Agreement shall take effect on January 15, 2019 and shall expire December 31st, 2019. Either party may terminate this Agreement upon 30 days written notice to the other.
5. Lobbyist Fee: The Lobbyist shall be paid a fee for the above enumerated services. The Lobbyist's fee shall not exceed \$40,000 during the term of the Agreement and paid monthly over a six (6) month period in six equal monthly payments of \$6,666.66 (although Lobbyist services will continue throughout the term of the agreement on an as-needed basis) Lobbyist shall invoice CBCC for payment. Payment terms will be net thirty (30) days upon receipt of Lobbyist invoice, with all payments made in arrears. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Lobbyist will be entitled to payments for periods or partials that occurred prior to the date of termination and for which Lobbyist has not yet been paid. The monthly fee shall cover all expenses (such as mileage, meals, lodging, office supplies, etc.) of the Lobbyist incurred for work on behalf of the CBCC, or unless authorized in writing by CBCC.
6. Personal Services: The Lobbyist services to be performed by the Lobbyist will be performed personally by Brent Siegrist ("Lobbyist Principal") and not delegated to any other individual, unless approved by the CBCC.
7. Lobbyist Registration: The Lobbyist will register with the required entities and shall remain registered until this Agreement and any extension hereof, has expired or is terminated.
8. Non-Compete: For the term of this Agreement, Lobbyist shall not represent any entity that would be in direct competition with CBCC interests, or the interests of the funding participants, nor shall Lobbyist represent any entity that would have an interest in conflict with the best interest of CBCC without the approval of CBCC. Lobbyist shall immediately disclose potential conflicts of interest.

9. Independent Contractor: The Lobbyist and the CBCC have entered into this Agreement with the mutual understanding that the Lobbyist is an independent contractor and not an employee of the CBCC. Nothing contained in this Agreement shall be construed to make the Lobbyist an employee, partner, or joint venture of the CBCC for any purpose. The Lobbyist warrants that it is free to enter into this Agreement and is not a party to any restrictive contract or agreement limiting its present or future right to contract with the CBCC. The Lobbyist agrees to hold the CBCC harmless from any and all suits and claims arising out of any such preexisting restrictive agreement. The Lobbyist understands and agrees that it is solely responsible for complying with state and federal requirements as they relate to taxes, Social Security contributions and any other requirements placed upon self-employed persons.
10. Insurance: Lobbyist agrees to at all times to maintain and carry automobile and general liability coverage and agrees to provide certification of coverage upon request. Lobbyist agrees to indemnify and hold harmless PC, CB, CBSF, CBCC and IWCC from liability relating to services provided by Lobbyist under this agreement.
11. Practice of Law: The Lobbyist is retained by the CBCC for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by the CBCC. The Lobbyist is specifically not retained to provide legal advice to the CBCC and the Lobbyist shall not be required to perform any additional activity for the CBCC or its funding participants, PC, CB, CBSF, and IWCC, from liability relating to services provided by Lobbyist under this agreement.
12. Confidential Information: "Confidential Information" means any information, whether or not owned by or developed by CBCC, or funding participants, which is not generally known and which Lobbyist may obtain through direct or indirect contact with CBCC. Such Confidential Information includes, but is not limited to: business records and plans, marketing strategies, cost, discounts, product design information, technical information, business affairs, financial reports, customer lists, student information, and other proprietary information.
13. Funding Participants: This Agreement is contingent upon receipt of \$8,000 from each of the Chamber's funding participants, including: The Council Bluffs Area Chamber of Commerce, The City of Council Bluffs, Pottawattamie County, the Council Bluffs Community Schools and Iowa Western Community College.

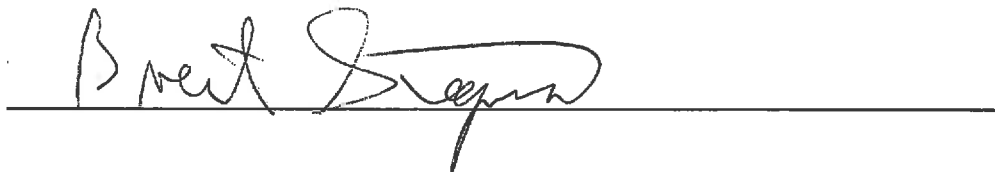
14. Entire Agreement: This Agreement contains the entire Agreement between the parties and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the parties to this Agreement. This Agreement shall be construed and interpreted according to the laws of the State of Iowa in effect at the time.

Therefore, the parties have executed this agreement on the 3rd day of January, 2020.

By: The Council Bluffs Area Chamber of Commerce (CBCC), an Iowa non-profit corporation.

A handwritten signature, possibly reading "COM" followed by a stylized flourish, is written over a horizontal line.

By: Brent Siegrist, Lobbyist

A handwritten signature, clearly legible as "Brent Siegrist", is written over a horizontal line.