

GOVERNMENT RELATIONS REPRESENTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between **Grand Rapid Minnesota Economic Development Authority (GREDA)** ("Client") and **PRIMACY STRATEGY GROUP** ("Consultant") (collectively the "Parties").

WITNESSETH

WHEREAS, the Client, wishes to retain the services of Consultant to assist the Client in implementing a strategy to reclassify Census Tract 4808.03 as a part of the area's previously established Section 48C Energy Community designation.

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

1. CONSULTANT SERVICES

Consultant shall provide, in coordination with Client's officers, committees and staff, the services listed in Exhibit A (the "Services"). Consultant and Client will negotiate fees for additional projects or services by mutual agreement in writing.

2. TERM AND TERMINATION

2.1 Term. The term of engagement for the Services provided shall be **June 15, 2025, through June 14, 2026**, subject to termination as provided in Section 2.2.

2.2 Termination. This Agreement may be terminated prior to its expiration by either Party upon sixty (30) days written notice to the other Party.

3. COST OF AND PAYMENT FOR SERVICES

3.1 Fees. In consideration of Services performed as specified in Section 1 and Exhibit A of this Agreement, Client shall pay Consultant **a project fee of \$60,000 to be paid in monthly installments of \$5,000 per month for the period commencing June 15, 2025, and continuing through June 14, 2026.**

3.2 Changes in Scope of Work. Consultant reserves the right to propose additional fees for changes or additions to the Services covered by this Agreement. If agreed to by Client, such changes or additions will be executed as an amendment to this Agreement in accordance with Section 6.

3.3 Costs. In addition to payment for professional fees, Client shall pay Consultant for reasonable incidental expenses incurred by Consultant on Client's behalf. Expenses shall not exceed \$250.00 per month without Client's prior approval and include: travel, shipping & postage, copying, production of press packages and all other miscellaneous expenses.

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

4. **INDEPENDENT CONTRACTOR**

Consultant shall select the means, method, and manner of performing the services herein. Consultant is and shall remain an independent contractor with respect to all services performed under this Agreement. Consultant will perform targeted lobbying, attend meetings and monitor hearings as requested by Client.

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. **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.

8. **GOVERNING LAW**

Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

9. **EXECUTION**

This agreement may be signed by the Parties in counterpart.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement this ____ day of June 2025.

ADDRESS:

S68 W22665 National Avenue
PO Box 189
Big Bend, WI 53103

CLIENT:

Grand Rapids, MN Economic Development
Authority

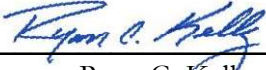
By: Rob Mattei
Its: Director of Community Development

ADDRESS:

660 Transfer Road
Saint Paul, MN 55114

CONSULTANT:

PRIMACY STRATEGY GROUP



By: Ryan C. Kelly
Its: President & CEO

EXHIBIT A

CONSULTANT SCOPE OF SERVICES

Primacy Strategy Group (PSG), to the best of our ability, will provide the following government relations services on behalf of the Grand Rapids, MN Economic Development Authority (GREDA).

Background:

Initially created under the *American Rescue Plan (ARPA)*, and modified under the *Inflation Reduction Act*, a census tract that includes a recently retired coal-fired electric plant – or a “directly adjoining” tract – would be eligible for consideration as a possible 48C Energy Community, a geographic designation designed to encourage investment in a range of advanced energy projects.

When in March 2024, census tracts including and surrounding the Boswell Energy Center (BEC) were designated Section 48C Energy Communities, their eligibility determination was a result of coal-fired units at BEC having been taken offline several years ago. However, Census Tract (CT) 4808.03, which includes land recently under consideration for a possible advanced energy project, was conspicuously excluded from the designation. Though this exclusion appears to be the inadvertent result of boundary adjustments during the 2020 Census, those adjustments ostensibly made 4808.03 ineligible. Based upon our discussion of your federal objectives, our team proposes the following strategy to add Census Tract 4808.03 to the area’s previously established Section 48C Energy Community designation.

FEDERAL RELATIONS STRATEGY:

Primacy Strategy Group will work to leverage your existing strong relationships with Members and staff of the Minnesota Congressional Delegation as well as those of the relevant congressional committees to petition for an (1) administrative fix and advance a (2) legislative fix that would include CT 4808.03 as part of the larger area’s 48C Energy Community existing designation. Specifically, we propose the following:

Administrative fix:

- Under current law, a “non-metropolitan statistical area” which “has 0.17 percent or greater direct employment...related to the extraction, processing, transport, or storage of coal...and has an unemployment rate at or above the national average unemployment rate for the previous year” fits within the definition of an Energy Community. According to information Primacy Strategy Group has received, it appears that the City of Grand Rapids would meet these criteria if the entire municipality – rather than select census tracts – was to be granted consideration for the designation.
- Primacy will solicit from the relevant Members of the Minnesota Congressional Delegation a petition to the Departments of Treasury and Energy seeking an administrative fix that would grant the designation to the entire municipality. This outreach will include the offices of:
 - Senator Amy Klobuchar (D-MN)
 - Senator Tina Smith (D-MN)
 - Congressman Pete Stauber (R-MN08)
- Senate Committee on Finance
 - Subcommittee on Taxation & IRS Oversight

- House Committee on Ways and Means
 - Subcommittee on Oversight
 - Congresswoman Michelle Fischbach (D-MN07) and represents the district adjacent to Grand Rapids.
- Senate Homeland Security and Governmental Affairs Committee
 - Subcommittee on Disaster Management, District of Columbia, and Census
- House Oversight and Government Reform Committee
 - Subcommittee on Economic Growth, Energy Policy and Regulatory Affairs

Legislative fix:

- As noted above, the Departments have been assessing eligibility based upon census tract data. Recognizing that a change in Administration may foster new thinking about the efficacy of the prior Administration's approach, we believe pursuing a legislative fix concurrently is the best course of action.
- Concurrently with the administrative fix, Primacy Strategy Group will solicit from the relevant Members of the Congressional Delegation a narrow legislative fix that would add CT 4808.03 to the Energy Community designation.

The dual-track strategy will strengthen our chances for success – both by advancing the proposed fixes and prompting high-level engagement with Department officials that may yield additional options. In order to best execute the above federal objectives, Primacy Strategy Group will also provide the following ongoing services:

- Establish a cadence for and lead strategy meetings on a regular basis with GREDA leadership to discuss updates and recommendations implementing your federal agenda.
- Coordinate meetings with federal policymakers in the legislative branch in Washington, D.C. and prepare all briefing and advance materials for congressional offices and staff.
- Engage directly with Federal agencies and personnel such as the United States Department of Treasury, the U.S. Census Bureau and the United States Department of Energy.
- Provide essential support including monitoring and sharing intelligence on all congressional actions, federal policy, and funding developments related to your priorities.
- Analyze and update on pertinent actions in Congress including the introduction of legislation, hearing announcements, budget process developments, and caucus actions.
- Analyze and update developments from the Trump Administration that may impact your objectives, including regulatory changes, executive actions, rulemaking, and leadership changes.
- Provide updates on the federal legislative landscape to prioritize resources in pursuit of specific opportunities.

