

MEMORANDUM OF AGREEMENT

The City of Clinton, Oklahoma (hereafter "the City") hereby retains Capitol Decisions, Inc. (hereafter "CDI") as legislative advocates with regard to various federal agencies and legislative issues. CDI undertakes to monitor and evaluate these issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. CDI will perform such services with regard to such issues as may be mutually agreed between CDI and the City.

It is understood that CDI may be required to register for work performed on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

In consideration of the performance of these services, the City shall pay to CDI the sum of \$7,500.00 per month, with such payments due monthly and in advance. The City hereby represents and warrants that these payments shall not be made with federally appropriated funds. Sums owed by the City to CDI shall accrue interest at a rate of 1.5% per month if unpaid after ninety (90) days.

This Agreement shall not be assignable by either party.

This Agreement shall become effective February 1, 2011 and shall continue in effect until January 31, 2012 or until terminated by the City or CDI by written notice given to the other at least 90 days prior to the proposed date of termination.

This Agreement shall be deemed to be a contract made under the laws of the District of Columbia and for all purposes shall be construed in accordance with said laws. In the event of a dispute between the parties, they mutually consent to jurisdiction in the Superior Court for the District of Columbia. The prevailing party shall be entitled to costs and interest on any award at the rate of 1.5% per month to run from ten business days after the date of the award.

CAPITOL DECISIONS, INC.

Date: 1/5/2011

By: H. Stewart Van Scoyoc
H. Stewart Van Scoyoc
President

THE CITY OF CLINTON, OKLAHOMA
Clinton Public Works Authority

Date: _____

By: _____
Allen Bryson
~~Mayer~~ Chairman