



Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
www.kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

JAMES M. STROMMEN

Attorney at Law
Direct Dial: (612) 337-9233
Email: jstrommen@kennedy-graven.com

November 11, 2024

Kevin Wellen
Superintendent
Walker Hackensack Akeley School District 113
301 4th Street
P.O. Box 4000
Walker, MN 56484
kevinwellen@whaschools.org

VIA EMAIL ONLY

Re: Legal Services

Dear Mr. Wellen:

This letter describes the terms and conditions on which Walker Hackensack Akeley School District 113 (“District”) agrees to retain the law firm of Kennedy & Graven, Chartered (“Firm”), and the Firm agrees to represent the District on certain matters requested as special counsel on construction related projects. If the terms below are acceptable, please sign a copy with my scanned signature and return it to me via email attachment. We look forward to representing the District’s interests.

SCOPE OF SERVICE

The Firm will provide legal services through James M. Strommen, of counsel to the Firm, and with identified Firm lawyers and staff, as approved. Mr. Strommen will review, modify, or draft contracts and advise on District building remodeling or new construction matters that may arise and are requested for review by the District. This engagement will include consultation with the District regarding other related needs of the District, as it requests.

FEE COMPENSATION

The Firm’s services shall be compensated on an hourly fee basis. James M. Strommen will be the primary attorney and shall be compensated at the rate of \$258 per hour during 2024 and \$266 an hour during 2025. If necessary and non-duplicative, additional attorneys in the Firm may carry out services. If so, no attorney will bill at a rate higher than the above and other assistants such as paralegals and associates will be billed at lower rates in accordance with Firm schedules based on experience.

REIMBURSABLE EXPENSES

The following expenses shall be reimbursed for actual costs prudently incurred:

- quick ship delivery services
- travel mileage at the IRS-approved reimbursement rate and parking, if necessary, for travel by motor vehicle
- reasonable lodging and meals costs, only upon preapproval by District (and not anticipated for this engagement)
- other expenses incurred in connection with this engagement, upon pre-approval by the District.

SUSPENSION OR TERMINATION OF SERVICES

District may suspend or terminate any or all services covered by this agreement at any time, subject to providing the Firm with a minimum of five days written notice of suspension or termination. In the event of such suspension or termination, District shall pay Firm for Services rendered through the date of the suspension or termination, including all unpaid Services rendered and unpaid Reimbursable Expenses incurred. Such payment shall be an amount equal to the actual hours of service furnished at the hourly rates contained herein.

DISPUTES

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled first by mediation, and if mediation is unsuccessful, by arbitration through a mutually acceptable arbitrator at a mutually acceptable location, including by electronic means. If no agreement can be reached regarding an acceptable arbitrator, then the dispute will be arbitrated through the American Arbitration Association. Upon mutual agreement, arbitration may be conducted by video conferencing or by telephone.

ASSIGNMENT

Neither party may assign or transfer any duties, rights under, interest in, or performance of this agreement including any claims for payment or damages, without the written consent of the other.

If the above conditions are acceptable, please sign this agreement and return a copy to me via email.

Very truly yours,

KENNEDY & GRAVEN, CHARTERED

/s/ James M. Strommen

James M. Strommen

Kevin Wellen
November 11, 2024
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I have read the above proposal, agree to its terms, and have authority to sign on behalf of Walker Hackensack Akeley School District 113.

WALKER HACKENSACK AKELEY SCHOOL
DISTRICT 113
("District")

Date: _____

By: _____

Its: Superintendent