

Watertown City Council

January 24, 2023

Agenda Item: 2023-2024 Legislative Services Agreement with Lockridge Grindal Nauen**Request for Action:** Motion to approve the 2023-2024 Legislative Services Agreement with Lockridge Grindal Nauen**Employee/Dept.:** Jake Foster, City Administrator**Background:**

In efforts to help fund the Wastewater Treatment Facility Expansion Project, the City retained the firm of Lockridge Grindal Nauen to provide legislative (lobbying) services. The firm has helped the City attain \$7M in funding from the Public Facilities Authority. They also secured site tours from bonding representatives from both the Minnesota House of Representatives and the Minnesota State Senate. In conjunction with these tours, they were able to submit an additional direct appropriate request of \$10M through Representative Jim Nash. Unfortunately, a bonding bill was never passed in 2022, and the request was not able to be addressed.

The firm has pivoted their efforts to a \$3M ask supporting the City's Water Tower #2 Project. Through the help of our lobbyists at Lockridge Grindal and Nauen, direct appropriation bills have been submitted through Representative Bobbie Harder and Senator Glenn Gruenhagen for the aforementioned \$3M request to support the water tower project.

The cost of this agreement is \$2,500 per month (\$30,000 annually). Either party retains the right to cancel in 60 days with written notice. Currently, this contract is paid for out of the utilities capital fund. If renewed, staff recommends continuing payment through this fund. However, if Council elects to separate the water, sewer, and stormwater capital funds, the cost of this agreement would come from the water fund as the City would be focusing lobbying efforts for the new water tower.

The agreement is a two-year agreement running from January 2023 through December 31, 2024.

Budget Impact:

\$2,500 monthly/\$30,000 annually

Funding Source:

Utilities Capital Fund

(or Water Capital Fund if the Utilities Capital Funds are broken out)

Recommendation:

Staff recommends that the City Council approve the agreement for legislative services with Lockridge Grindal Nauen.

Motion Type:

Simple majority vote of members present.

Requested Action/Motion:

"I move to approve the agreement for legislative services with Lockridge Grindal Nauen for 2023 and 2024."

Attachments:

2023-2024 Legislative Services Agreement

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between **City of Watertown** (“Client”) and **LOCKRIDGE GRINDAL NAUEN P.L.L.P.** (“Consultant” or “LGN”) (collectively the “Parties”).

W I T N E S S E T H

WHEREAS, Client, wishes to purchase the services of Consultant to assist Client in monitoring, lobbying and reporting related to certain legislative and administrative matters within the State of Minnesota;

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

1. **LEGISLATIVE SERVICES**

Consultant shall provide, in coordination with Client’s officers, the services listed in Exhibit A hereto (the “Services”). If additional services, projects or work is agreed upon by both Consultant and Client, 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, 2023-December 31, 2024**, subject to termination as provided in Section 2.2.

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

By either Party upon sixty (60) 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 professional fees in the amount of **\$30,000 payable in twelve (12) installments of \$2,500 per month commencing January 1, 2023 and \$30,000 payable in twelve (12) installments of \$2,500 per month, commencing January 1, 2024.**

3.2 Costs. In addition to payment for professional fees, Client shall pay Consultant for all reasonable incidental expenses incurred by Consultant on Client’s behalf, up to \$250 dollars. Any expense over that amount, must be pre-approved by client.

3.3 Payment. Payment for professional fees and expenses shall be made to Consultant within thirty (30) days of submission by Consultant to Client of invoices for services rendered and expenses incurred and Client shall pay Consultant as indicated above.

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. 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 _____ 2023.

ADDRESS:
309 Lewis Ave S
Watertown, MN 55388

CLIENT:
City of Watertown

By: _____
Its: _____

ADDRESS:
Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401

CONSULTANT:
LOCKRIDGE GRINDAL NAUEN P.L.L.P.

By: Harry Gallaher
Its: Managing Partner

EXHIBIT A

LGN will provide state lobbying services related to capital investment funding for the City of Watertown.