

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: August 24, 2009  
Item No.: 12.f

Department Approval

City Manager Approval



Item Description: Federal Representation Service Agreement Extension

**BACKGROUND**

The City has been working for more than 20 years to facilitate land use changes within the Twin Lakes Redevelopment Area. Congresswoman Betty McCollum was able to secure \$1 million for this project in the House Transportation, Housing and Urban Development (TTHUD) Appropriations bill. However, the Senate Transportation bill did not include the Twin Lakes appropriation. The City needed to act quickly to communicate the importance of the project to our U.S. Senators as well as other Minnesota House members and other key Representatives so that they may work to have it included in the conference committee bill.

City Manager Bill Malinen engaged the firm of Lockridge Grindal Nauen P.L.L.P. to represent Roseville's interests in obtaining federal funding for the Twin Lakes project, for a one month period, in an amount of \$5,000 (their typical monthly not to exceed retainer) to jumpstart the City's Washington, D.C. efforts. The contract was signed with the understanding that the City would likely need an additional month to complete its efforts.

**FINANCIAL IMPACTS**

\$5,000

**STAFF RECOMMENDATION**

Approve the one month extension of the Federal Representation Service Agreement

**REQUESTED COUNCIL ACTION**

Approve the one month extension of the Federal Representation Service Agreement

**Prepared by:** William J. Malinen, City Manager

**Attachments:** A: Federal Representation Services Agreement

## AGREEMENT

### FEDERAL REPRESENTATION SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this 31<sup>st</sup> day of July, 2009, between **LOCKRIDGE GRINDAL NAUEN, P.L.L.P.** (“LGN”), Suite 2200, 100 Washington Avenue South, Minneapolis, MN 55401, and the **CITY OF ROSEVILLE, MINNESOTA** (“Client”), 2660 Civic Center Drive, Roseville, MN 55113.

### WITNESSETH

**WHEREAS**, the Client, wishes to retain the services of LGN to assist the Client in monitoring, reporting, and lobbying related to certain federal legislative and administrative matters;

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

#### 1. SCOPE OF SERVICES

**1.1 Services.** The parties agree that LGN shall serve the Client on a contract basis as the Client’s Federal Legislative Representative. Subject only to the general direction of the Client leadership, LGN shall represent the Client’s federal legislative priorities. LGN shall choose the means and manner in which it performs the requirements of the Agreement but the approval of all legislative positions resides with the Client. The scope of LGN’s services are set forth in Exhibit A. LGN’s work and services provided herein shall be directed and supervised by Dennis McGrann, and no other persons outside of LGN shall be engaged upon such work or services except upon the written consent of the Client. This provision shall not apply to secretarial, clerical, and other incidental services needed by LGN to assist in the performance of this agreement.

**1.2 Additional Services.** If additional services, projects or work are desired and agreed upon by the Client and LGN, the 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 August 1, 2009 through August 31, 2009 subject to termination as provided in Section 2.2.

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

**2.2.1.** Upon the written mutual agreement of the Parties hereto; or

2.2.2. By either Party upon thirty (30) days written notice to the other Party.

### 3. COMPENSATION

3.1 **Fees.** In consideration of services performed as specified in Section 1.1 and Exhibit A of this Agreement, the Client shall pay LGN professional fees in the amount of **Five Thousand dollars (\$5,000.00)** payable in one (1) monthly payment of \$5,000.

3.2 **Changes in Scope of Work.** LGN reserves the right to propose additional fees for changes or additions to the scope of work covered by this Agreement. If agreed to by the Client, such changes or additions will be executed as an amendment to this Agreement.

3.3 **Costs.** Out-of-pocket costs associated with LGN's performance of the services, such as copying costs, conference call costs, legal or legislative research, or local travel expenses, shall be reimbursed by Client. Travel expenses from Washington D.C. to Minnesota shall be reimbursed by the Client if such travel is requested by the Client.

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

3.5 **Payment Upon Termination.** In the event this Agreement is terminated prior to the end of the term, the Client shall be responsible for payment for services performed only through the date of termination based on records of work performed through such date.

### 4. INDEPENDENT CONTRACTOR

LGN shall select the means, method, and manner of performing the services herein. LGN is and shall remain an independent contractor with respect to all services performed under this Agreement. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to the Client employees, shall accrue to LGN or employees of LGN performing services under this agreement.

### 5. INSURANCE

LGN agrees that it will, at all times during the term of this Agreement, keep in force policies of insurance providing:

- A. General Liability and Professional Liability insurance.
- B. Workers' Compensation Insurance. Limits per applicable State and Federal Laws.
- C. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04.

- D. All policies shall provide that they shall not be canceled, materially changed, or not renewed without thirty days prior notice thereof to the Client.
- E. Certificates of Insurance evidencing the insurance required under this clause must be provided to the Client as requested.

**6. 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.

**7. 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.

**8. NONDISCRIMINATION**

During the performance of this agreement, LGN agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**9. SEVERABILITY**

Every section, provision, or part of this agreement is declared severable from every other section, provision, or part thereof to the extent that if any sections, provisions or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

**10. ETHICS**

LGN shall, to the extent applicable, comply with all provisions Federal lobbying regulatory requirements.

**11. 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:

To the Client:


City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

To LGN:

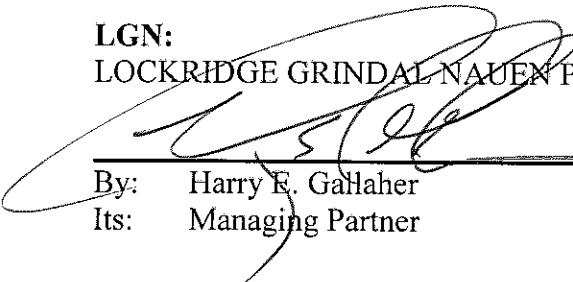
Lockridge Grindal Nauen P.L.L.P.  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Attention: Harry E. Gallaher

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties hereto have executed this Agreement as of the date aforementioned.

**THE CLIENT:**  
CITY OF ROSEVILLE

  
\_\_\_\_\_  
By: *William J. Malinen*  
Its: *City Manager*

**LGN:**  
LOCKRIDGE GRINDAL NAUEN P.L.L.P.

  
\_\_\_\_\_  
By: Harry E. Gallaher  
Its: Managing Partner

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Analyze critical issue areas to devise and implement a federal strategy to maximize opportunities to secure federal resources for the Client's Twin Lakes Redevelopment Project.
2. Communicate and advocate the Client's development priorities to members of Congress and representatives of federal agencies.
3. Put the Client staff in direct contact with decision makers in Congress and Federal Agencies and maintain frequent direct contact with officials to guide and improve legislation of special concern.
4. Keep federal officials aware of press reports or positive local developments that can enhance the Client position in federal communications.
5. Alert the Client of crucial developments to anticipate and respond to shifting federal conditions in a timely manner.
6. Participate in teleconference briefings/meetings or draft additional newsletters or reports.
7. Monitor federal legislative, regulatory, and administrative developments that may impact the Client's priorities, including each step of the Congressional Appropriations process and those programs and designations important to the Client's interests.
8. Serve as the Client's liaison with federal administrative agencies significant to the Client.
9. Apprise the Client of Federal agency rules/developments that may impact legislative priorities.
10. Attend and provide assistance and consultation to the Client's representatives during visits to Washington D.C.
11. Provide legislative consultation on public relations, strategy, and analysis.
12. Communicate through frequent telephone and/or email communications and written summaries of action taken on behalf of the Client as well as future and suggested action to help reach the Client's goals.
13. Prepare an annual report prior to the end of the agreement period that identifies results obtained for the Client, the issues still pending, and potential objectives for future legislative priorities.