

Document A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective on the date of attestation by the city clerk, between TAFT STETTINIUS & HOLLISTER LLP (herein called the "Firm") and the CITY OF DULUTH, MINNESOTA (herein called the "City").

WITNESSETH, that the City desires to engage the Firm to render certain professional services and both parties agree as follows:

- I. Scope of Services.** The Firm shall provide the following professional services: Provide the City with professional services related to the City's federal legislative programs as outlined in the scope of work document attached hereto as Exhibit A. These professional services shall include research and analysis of legal, financial, and general government issues, drafting legislation, legal service, and technical assistance on related public policy issues, monitoring legislation of importance to the City, and direct legislative representation.
- II. Non-Legal Representation.** Although the Firm is a law firm, the City understands that the Firm is not providing legal services for this engagement. As such, the protections of the attorney-client relationship do not exist. If the City would like to engage the Firm to represent it to provide legal services and advice in any legal matter, a separate engagement letter with additional terms will be required for that work.
- III. Delivery of Service.** Martin Edwards and Graham Hill shall assume primary responsibility for delivering the professional services required by this Agreement. Services requested by the City pursuant to this Agreement shall be communicated to Edwards and Graham by Mayor Roger Reinert and the City Administrator.
- IV. Time of Performance.** The services of the Firm shall be provided upon request of the City starting January 1, 2025, and shall continue until December 31, 2025, unless earlier terminated as set out herein.
- V. Compensation: Method of Payment.** For the services provided for hereunder, it is agreed that the Firm shall be paid monthly fees, inclusive of all reasonable out-of-pocket expenses incurred in the performance of its services, on the following schedule:

January 2025	\$6,667
February 2025	\$6,667
March 2025	\$6,667
April 2025	\$6,667
May 2025	\$6,667
June 2025	\$6,667
July 2025	\$6,667
August 2025	\$6,667
September 2025	\$6,667
October 2025	\$6,667
November 2025	\$6,667
December 2025	\$6,667

The total cost of all payments under this Agreement to Firm for services rendered and reimbursement of expenses during the year 2025 shall not exceed the sum of Eighty Thousand Dollars (\$80,000), which shall be payable from the General Fund 100-700-1401-5312. The City represents that the funds used to Pay Firm under this agreement are not, and will not be, funds appropriated by the U.S. Government. All bills for services performed or for reimbursement of expenses shall be submitted no more frequently than monthly to the City in care of the City Administrator, Room 422 City Hall, Duluth, Minnesota 55802, Attention: City Administrator. Such billings shall be accompanied by documentation as shall be reasonably requested by the City or its auditors. Upon approval of billings and supporting documentation, Firm's bills shall be promptly paid.

VI. Additional Services and Compensation. The services enumerated in paragraph I above can be expanded by mutual written agreement between the Firm and City; provided, however, Firm shall not be required to provide such additional services without the agreement on the part of the City to provide additional compensation therefor.

VII. Reports. The Firm shall report to the City in writing which may also be sent via electronic transmission, on a biweekly basis, the services provided pursuant to this agreement.

VIII. Assignability. Firm shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever without the prior consent of the City. Further, Firm shall not assign any other person as being primarily responsible for the delivery of services hereunder, other than as provided for in Section III above, without the prior written consent of the City representatives referred to in that paragraph.

IX. Termination of Services. City may, by giving written notice specifying the effective date thereof, terminate this Agreement in whole or in part without cause. Firm may terminate this agreement in whole or in part without cause upon giving thirty (30) days prior notice to City of its desire to do so. In the event of termination, all property and finished or unfinished documents and other writings prepared by Firm under this Agreement shall become the property of City, and Firm shall promptly deliver the same to the Department of Finance as set forth above. Firm shall be entitled to compensation for time expended by it prior to the termination of this Agreement.

X. Renewal. The term of this Agreement may be extended for one year commencing January 1, 2026, and ending December 31, 2026, upon written action by both the City Administrator and the Firm.

XI. Worker’s Compensation. The parties intend to create an independent contractor status and no third-party beneficiaries are intended. City shall not be liable to any agent or employee of Firm for Workers' Compensation.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date of attestation shown below.

THE CITY OF DULUTH, MINNESOTA

TAFT STETTINIUS & HOLLISTER, LLP

By _____
Roger Reinert
Mayor

By _____
Martin Edwards
Vice President, Public Affairs
Strategies Group

ATTEST: _____
City Clerk
Date: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM

City Attorney

December 15, 2024

The Hon. Roger J. Reinert
Mayor
City of Duluth

Dear Mr. Mayor:

Thank you for the opportunity to once again work on behalf of the City of Duluth in Washington, DC. This letter is intended to discuss Taft Advisors' (Taft's) relationship with the City, including the scope of this assignment, the work we anticipate performing and the fees associated with that work.

I. Scope of Work: Based on our discussions Taft will undertake the following advocacy activities to advance Duluth's interests and efforts.

Taft will:

- a. Engage with you and your staff on an assessment of needs or projects that can be addressed with specific federal funding, via Congressional directed spending.
- b. With respect to Congressional directed spending, 1) identify Congressional offices that would be willing to assist Duluth, 2) plan meetings with these offices to gain support for one or more spending requests, 3) develop a timeline for working through the annual appropriations process, 4) develop and submit spending requests, and 5) providing updates as the appropriations process unfolds.
- c. Engage, as appropriate and pursuant to your guidance, with Federal policymakers on other priorities for the City, including for example opportunities in upcoming federal highway reauthorization legislation.
- d. Engage with Federal Agency and Departmental officials on regulatory issues, grant awards, and enforcement issues impacting the Duluth, as appropriate and pursuant to your guidance.

II. Congress:

- Taft will work in coordination and collaboration with you and your staff to interact with appropriate Members of Congress to advance the City's objectives.
- Taft will work, in coordination and collaboration with you and your staff, with select Senate and House Committees, as appropriate, to advance the City's priorities and goals.

III. Reporting, Communications and Collaboration:

- a. Taft will provide regular status reports via conference calls or e-mail to detail what we have done, and to plan what needs to be done in the short, medium and long term.
- b. Taft will work with your personnel to implement the work under this engagement, and adjust strategy and tactics as developments, new information or changed circumstance warrant.



Advisors LLC

Points of Contact:

While the entire Taft team will actively participate in your representation, Martin Edwards and Graham Hill will manage day-to-day activities.

Terms, Fees and Invoicing:

- In consideration of Taft's services the City of Duluth agrees to pay Taft a monthly fee of \$6667, or \$80,000 per annum, for the term of this agreement. This monthly fee includes items such as telephone, printing, photocopying, local transportation, meals, and other incidental expenses.
- Taft will invoice payment of this fee on the first day of each month of this agreement.
- This contract may be terminated by either party on 30 days' notice in writing. In the event of notice occurring on a day other than the first day of the month, a pro-rata payment for fees is required. This contract may be extended, its scope altered, and the fee changed by mutual agreement of Taft and the City of Duluth in writing.
- The term of this agreement is from January 1, 2025 to December 31, 2025.
- **The City of Duluth hereby represents that the funds used to pay Taft under this agreement are not, and will not be, funds appropriated by the U.S. Government.**

Compliance with Federal law and Disclosures:

The Lobby Disclosure Act of 1995 ("LDA") requires lobbyists and lobbying firms to file a disclosure of their clients and the scope of their representation and fee amounts with the Secretary of the U.S. Senate and the U.S. Clerk of the House of Representatives. Taft Advisors LLC will file the appropriate reports associated with this representation in full compliance with the LDA. Taft Advisors will conduct all of its activities under this engagement in strict compliance with all applicable law and consistent with all ethical standards.

Confidentiality:

Taft recognizes that in the course of our representation, we could become aware of information, practices, or policies that you may wish to keep confidential. Taft agrees to maintain that confidentiality and not disclose information to any outside party during the contract period or thereafter to the extent permitted by law.

We are excited to continue representing the City's interests in Washington. If you have any questions, please do not hesitate to contact us.