

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, between PETERSEN GROUP LLC/CANARY CONSULTING (herein called the "Firm") and the CITY OF DULUTH, MINNESOTA (herein called the "City").

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

1. **Scope of Services.** The Firm shall provide the following professional services: Provide the City with professional services related to the City's Federal legislative program. 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.
2. **Delivery of Service.** Alana Petersen 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 Ms. Petersen by Mayor Emily Larson, the Chief Administrative Officer Noah Schuchman, or the City Council President.
3. **Time of Performance.** The services of the Firm shall be provided upon request of the City starting on the November 1, 2022, and shall continue until December 31, 2023, unless earlier terminated as set out herein.
4. **Compensation: Method of Payment.** For the services provided for hereunder, it is agreed that the Firm shall be paid a monthly fee of \$6,500.00. The Firm will not incur additional fees and expenses without prior written authorization from the City. The total cost of all payments under this Agreement to Firm for services rendered and reimbursement of expenses during November and December of 2022 and the year of 2023 shall not exceed the sum of Ninety-One Thousand Dollars (\$91,000), which shall be payable from the General Fund 110-700-1401-5312.

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 Chief Administrative Officer, Room 402 City Hall, Duluth, Minnesota 55802, Attention: Noah Schuchman. 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.
5. **Additional Services and Compensation.** The services enumerated in paragraph 1 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.

6. **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.

7. **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 paragraph 2 above, without the prior written consent of the City representatives referred to in that paragraph.

8. **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 fifteen (15) 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.

9. **Renewal.** The term of this Agreement may be extended for one year commencing January 1, 2023, and ending December 31, 2024, upon written action by both the City's Chief Administrative Officer and the Firm.

10. 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 caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

By:

Emily Larson
Mayor

Attest:

Ian B. Johnson
City Clerk

**PETERSEN GROUP LLC/CANARY CONSULTING
PRINCIPAL**

By:

Alana Petersen

Date Attested: _____

Countersigned:

Josh Bailey
City Auditor

Approved as to form:

Rebecca St. George
City Attorney