

**LOREN SOLBERG CONSULTING**  
**32314 PRAIRIE LAKE LANE**  
**Grand Rapids, MN 55744**

This agreement is created and commenced between the City of Grand Rapids, hereafter referred to as the "City", and Loren Solberg Consulting, LLC, hereafter referred to as "Consultant".

Whereas, the City desires to purchase professional services to assist with State Government Relations and lobbying activities with the legislature, state agencies, and other administratively related matters;

And Whereas, Loren Solberg is a registered lobbyist with the State of Minnesota;

Therefore, the parties agree to contract for professional services which include representing the City's interests as designated by the City during a period of January 1, 2023 to December 31, 2023 as follows:

**GENERAL SERVICES**

- Provide professional lobbying services for the City at the legislature for the period of time identified in this contract.
- Assist the Grand Rapids City staff and board members in development of any legislative or agency strategies as authorized by the City.
- Coordinate, monitor, and meet with relevant legislators, State Agencies, and potential developers to promote economic development opportunities for the Grand Rapids area.
- Consultant shall work cooperatively with staff and other professional or elected officials of the City to promote goals or parameters established by the city.
- To coordinate informational tours or meetings which will promote the policies or interests of the City.
- Facilitate requested meetings with state legislators or agency personnel.
- Report periodically as requested by the City on activities either in person, by phone, or in writing to the City Council or their designated representative.
- Meet as requested with the City staff or appropriate City personnel.
- Notify the City regarding any potential conflict of interest while representing other clients. Notification shall be to the City Contact Agent. For the purpose of this contract the Agent is the Grand Rapids City Administrator.

Consultant shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein.

The parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Consultant shall abide by policy, direction, and specific assignments as directed by City the Administrator or designated representatives, as long as directive is not in conflict with state law or rules. Failure to do so may be grounds for immediate termination of this Agreement.

**INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, Consultant shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Consultant to be an employee of the City

or including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Consultant acknowledges and agrees that no withholding or deduction for State and Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Consultant and that it is Consultant's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

#### **SUBCONTRACTING, ASSIGNMENT AND INDEMNIFICATION**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by subcontracting, assignment or notation, without the prior written consent.

This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way Consultant's liability, but is solely to provide for indemnification of City and from liability for damages or injuries to third persons or property arising from Consultant or Consultants' agents' performance hereunder.

#### **COMPLIANCE WITH NON-DISCRIMINATION LAWS AND DISCLOSURE OF DATA**

Consultant agrees to maintain and protect received data on individuals, or which Consultant has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained, or received by Consultant under this Agreement may be released to the public by Consultant or its employees or representatives. The City shall prominently mark all data shared with Consultant with the data's classification under the Minnesota Government Data Practices Act.

The Consultant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. When required by law and requested by the City, Consultant shall furnish a written affirmation plan.

The Consultant further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Consultant's performance of the provisions of this Agreement. It shall be the obligation of Consultant to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

#### **PROFESSIONAL LIABILITY INSURANCE**

Consultant shall obtain a valid policy of insurance covering professional liability, arising from the acts of omission of Consultant, its agent and employees.

#### **COMPENSATION**

In consideration of Consultant's services to be performed pursuant to this Agreement, the City agrees to make payment to Consultant of \$1,600 per month plus approved expenses. Approved expenses include but are not limited to mileage when traveling outside of Itasca County at the approved federal rate, liability insurance, parking, approved meals and approved lodging when outside the county while providing consulting and lobbying services. Consultant is responsible for all expenses related to necessary supplies, equipment, communication costs, incidental office expenses, taxes, and FICA.

Consultant shall provide an invoice on a monthly basis, which includes a written statement of services provided. The City agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval by the City Council. The City reserves the right to deny payment if sufficient information is not provided.

**TERMINATION**

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party, unless termination is by City for failure to follow policy or direction, in which case termination may be immediate and may be verbal. This contract may be renewed and/or extended by mutual agreement.

**MODIFICATIONS/ADDENDA**

This Agreement may be modified by mutual consent and be valid when modifications are in writing and signed by authorized representatives of City and Consultant.

**NOTICE/COMMUNICATIONS**

All notices and demands pursuant to this Agreement shall be directed in writing to: Mr. Tom Pagel, City Administrator.

**Consultant**

Loren Solberg Consultant, LLC

**City of Grand Rapids**

By: \_\_\_\_\_ Date \_\_\_\_\_

Name Dale Christy, Mayor

Attest

By \_\_\_\_\_ Date \_\_\_\_\_

Name Kimberly Gibeau, City Clerk