

October 11, 2024

Sharon Hanson  
City Administrator  
City of Marshall  
344 West Main St.  
Marshall, MN 56258

Dear Sharon,

We have enjoyed working with you and the City of Marshall in previous years. This letter serves as both proposal and agreement for Flaherty & Hood, P.A. (“Firm”) to provide legislative services to the City of Marshall (“City”) for 2025 and 2026.

### **Scope of Services**

Flaherty & Hood will provide legislative services as directed by the City of Marshall. The following reflects the scope of Flaherty & Hood’s services to the City under this agreement:

- Developing and executing a legislative strategy
- Drafting necessary legislation and amendments
- Securing bill authors
- Direct lobbying of committee chairs, key legislators, and the Governor’s Administration
- Creating handouts and other informational materials
- Monitoring progress of relevant bills through the legislative process
- Coordinating testimony at legislative hearings

### **Project Management**

Marty Seifert will serve as the primary contact for the City of Marshall at the firm and will oversee the execution of activities described in this agreement. Mr. Seifert will be assisted by other Flaherty & Hood staff as necessary. As head of the firm’s lobbying practice, Shareholder Attorney/Lobbyist Bradley Peterson will be ultimately responsible for the delivery of services to the City.

### **Compensation**

The cost of the services outlined in this agreement is \$50,000. This is a flat fee rate that will be billed in four installments of \$12,500 with invoices sent in January 2025, June 2025, January 2026, and June 2026. Additional reasonable expenses, such as printing, postage, travel, and/or meal expenses related to the execution of City business will be billed separately.

### **Term of Agreement**

The term of services outlined in this agreement will commence on January 1, 2025, or when this agreement has been approved by the Marshall City Council, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, whichever comes first. The term of services will continue through December 31, 2026.

### **Termination**

This agreement may be terminated by either party prior to December 31, 2026 by providing 30 days written notice to the other, at which time a pro-rated portion of the total fee owed will be promptly billed and paid.

**Conflict of Interest**

By entering into this agreement, the City understands that Flaherty & Hood represents other cities seeking funding from the legislature. Flaherty & Hood advocates for each client’s interests strenuously on their own merits. If a conflict of interest arises, the Firm will immediately engage both parties to come to a mutually satisfactory resolution.

**Amendment to Agreement.**

The scope and/or terms of this agreement may be amended by mutual consent of both parties. The amendment must be in writing, describe the additional services, terms or compensation agreed to, and be signed by the designated representative of the City and a representative of the Firm.

**Minnesota Campaign Finance Board Requirements.**

The services outlined under this agreement will require Flaherty & Hood lobbyists to maintain their registration as lobbyists for the City of Marshall with the Minnesota Campaign Finance Board (CFB). Lobbyists and entities that hire lobbyists are subject to certain rules and requirements. By entering into this agreement, the City agrees to comply with all relevant lobbying regulations and requirements. The firm will provide guidance and assistance to the City to ensure compliance. Please reach out to any member of Flaherty & Hood staff with questions.

**Conclusion**

Flaherty & Hood is pleased to provide legislative services to the City of Marshall for the 2025 and 2026 legislative sessions and we are confident that we can have a significant impact in advancing your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

**FLAHERTY & HOOD, P.A.**

By:



Bradley Peterson, Shareholder Attorney, Flaherty & Hood, P.A.

\_\_\_\_\_ Date

Accepted By:

\_\_\_\_\_ Robert Byrnes, Mayor, City of Marshall

\_\_\_\_\_ Date

Accepted By:

\_\_\_\_\_ Sharon Hanson, City Administrator, City of Marshall

\_\_\_\_\_ Date