

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between **City of St. Francis** (“Client”) and **LOCKRIDGE GRINDAL NAUEN PLLP** (“Consultant” or “LGN”) (collectively the “Parties”).

W I T N E S S E T H

WHEREAS, Client, wishes to purchase the services of Consultant to assist Client in monitoring, and lobbying related to certain state legislative and administrative matters;

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

1. CONSULTANT SERVICES

Consultant shall provide, in coordination with Client’s officers, committees and staff, the services listed in Exhibit A hereto. If additional services, projects or work is agreed upon by both Consultant and Client, 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 **December 1, 2024 – November 30, 2025** with an option to continue at the same rate for an additional two years, 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;

2.2.2 By either Party upon sixty (60) days written notice to the other Party.

3. COST OF AND PAYMENT FOR SERVICES

3.1 Fees. In consideration of services performed as specified in Section 1 and Exhibit A of this Agreement, Client shall pay Consultant the professional fees in the amount of **\$40,000 payable in twelve (12) equal installments of \$3,333.33 per month commencing December 1, 2024.**

3.2 Costs. In addition to payment for professional fees, Client shall pay Consultant for all reasonable incidental expenses incurred by Consultant on Client’s behalf, up to \$250 dollars. Any expense over that amount, must be pre-approved by client.

3.3 Payment. Payment for professional fees and expenses shall be made to Consultant upon submission by Consultant to Client of invoices for services rendered and expenses incurred and Client shall pay Consultant by the dates listed above.

4. DATA RETENTION

- 4.1** LGN may use reputable third-party service providers, including ‘cloud’ service providers, to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. By engaging us, **City of St. Francis** understands and consents to having communications, documents and other data pertinent to its matters managed through such third-party technology, including where confidential information may be stored on and accessed from such cloud-based computer servers located in a facility not directly controlled by **LGN**. **City of St. Francis** acknowledges that the use of such services may be subject to the terms and conditions of the provider and accept that **LGN** is not responsible for the security of the data, the provider’s security standards, or the risk that the security of information on such cloud-based platforms may be breached. **City of St. Francis** agrees that the benefits of using such technology outweigh the risks, including risks related to confidentiality and security. A list of **LGN**’s cloud providers is available upon request.
- 4.2** **LGN** has adopted a document retention policy that governs the retention and disposition of closed client files. At the conclusion of the matter for which **City of St. Francis** has retained us, we will return all original client documents. At that time, **City of St. Francis** will have sixty (60) days to let us know if you want certain of the documents which remain in the file. If you notify us within this sixty (60) day period, we will not destroy the file until **City of St. Francis** has had an opportunity to identify any such documents and, if appropriate, obtain copies of them. If **City of St. Francis** does not so notify us, we will transfer your file to closed storage and/or an electronic archive pursuant to our file closing and destruction procedures. File contents (including work papers, etc.) will be considered the property of **LGN**. We will retain the file for six (6) years and then destroy its contents, without further notice and in a manner which preserves their confidential nature.
- 4.3** If, at any time **LGN** concludes that there are no active matters in which we are representing **City of St. Francis**, it will be considered a former, rather than a current client of **LGN**, unless and until **City of St. Francis** asks us to perform additional services, and we agree to perform them.
- 4.4** If **City of St. Francis** requests us to transfer our file to you or to another firm prior to the completion of the matter, **City of St. Francis** agrees we can make and retain copies of relevant portions of the file and that the cost for such copying is to be paid by **City of St. Francis**, as well as any other copying on its behalf. These charges for copying **City of St. Francis** file may include, in the case of documents stored electronically, the reasonable cost of retrieving the documents, and **City of St. Francis** agrees to pay these costs.

5. INDEPENDENT CONTRACTOR

Consultant shall select the means, method, and manner of performing the services herein. Consultant is and shall remain an independent contractor with respect to all services performed under this Agreement.

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. 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, to the address of the appropriate Party as provided herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement this ____ day of _____ 2024

ADDRESS:

23340 Cree Street NW
St. Francis, MN 55070

CLIENT:

City of St. Francis

By: _____
Its: _____

ADDRESS:

Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401

CONSULTANT:

LOCKRIDGE GRINDAL NAUEN PLLP

By: Harry Gallaher
Its: Managing Partner

EXHIBIT A

LGN will provide tax, capital investment and state policy issue lobbying services for the City of St. Francis.