

**Subject:** Resolution #671 - Approval of Agreement with Scott Hazelgrove dba "The Civic Group"

**Proposed Council Action:**

Consider Approval of Resolution Authorizing Mayor to Sign Consultant Agreement for Lobbying Services

**Dept. Origin:** Mayor's Office

**Prepared by:** Jennifer Robertson  
 City Attorney's Office

**For Agenda of:** February 16, 2018

**Exhibits:** Attached Resolution and Agreement

	Initial & Date
<b>Concurred by Mayor:</b>	_____
<b>Approved/form by City Atty:</b>	<u>JSR/1-11-18</u>
<b>Approved by _____ Director:</b>	_____
<b>Approved by Department Head:</b>	_____

**INFORMATION / BACKGROUND**

There is an important emerging issue at the State Legislature which could result in the City of Tacoma being authorized to annex a portion of the City of Ruston without either the City Council or the voters/residents in Ruston approving such action. If this occurs, the viability of the City will be threatened. In order to ensure that the City's concerns and objections are included in the legislative process, the hiring of a lobbyist is critical. The attached Resolution authorizes the Mayor to sign an Agreement with Scott Hazelgrove dba "The Civic Group" for lobbying services on this issue.

**FISCAL CONSIDERATION**

The total cost for this contract is \$24,000 to be paid half on February 1<sup>st</sup> and half on March 1<sup>st</sup>. The contract includes services through one special session, if needed.

**RECOMMENDATION / MOTION**

If the City Council desires to authorize this agreement, it may do so by passing the attached Resolution #671.

**MOTION:** I move passage of Resolution #671 authorizing the Mayor to execute an agreement with Scott Hazelgrove dba "The Civic Group" for lobbying services.

**RESOLUTION NO. 671**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SCOTT HAZELGROVE DBA “THE CIVIC GROUP”.**

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WHEREAS, there is an important emerging issue at the State Legislature which threatens the viability of the City; and

WHEREAS, in order to ensure that the City’s concerns and objections are included in the legislative process, the hiring of a lobbyist is critical; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Agreement for consultant services with Scott Hazelgrove dba “The Civic Group” substantially the form that is attached to this Resolution as Exhibit “1”;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Authorization of Agreement. The Mayor is hereby authorized to execute the Agreement with Scott Hazelgrove dba “The Civic Group” in substantially the form attached hereto as Exhibit “1”.

RESOLVED this 16<sup>th</sup> day of January, 2018.

APPROVED:

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Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

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Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: \_\_\_\_\_ 671 \_\_\_\_\_

**EXHIBIT “1”**

**Consultant Services Agreement**

**Between**

**City of Ruston**

**and**

**Scott Hazelgrove dba “The Civic Group”**

## **LOBBYING AGREEMENT**

The City of Ruston (Ruston) agrees to retain Scott Hazlegrove (dba The Civic Group) to act as the legislative counsel and lobbyist for the city.

Scott Hazlegrove shall be responsible for the following activities:

1. Monitor the legislative process and alert Ruston of newly introduced or pending legislation relating to annexation that may be of interest to the city.
2. Advise Ruston of the flow of legislation and hearings, and of opportunities to advance its legislative program relating to issues of annexation.
3. Advocate to state elected officials and staff, personally and through public testimony, the position of Ruston on issues relating to annexation.
4. Monitor specific annexation legislation given priority by Ruston and expedite the movement of desired legislation, or attempt to defeat or amend bills where appropriate.
5. Communicate and coordinate with other lobbyists, public affairs consultants, counsel, and interested parties.
6. Assist in the drafting of particular legislation or amendments relating to annexation and desired by Ruston. Coordinate the sponsorship, introduction, or offering of such proposed legislation or amendments.
8. Assist Ruston in filing forms necessary to comply with applicable public disclosure laws, and disclosing the full amount of the flat fee retainer provided for herein.
9. Communicate with Ruston on a regular and consistent basis.

Scott Hazlegrove will receive assistance from Ruston on matters relating to its legislative agenda, and, when appropriate, Ruston elected officials, employees, or contractors will provide expert testimony and contacts with individual legislators. Scott Hazlegrove will communicate with Ruston through its Mayor, Bruce Hopkins.

Ruston and Scott Hazlegrove further agree as follows:

1. Ruston agrees to pay Scott Hazlegrove a flat fee retainer in the amount of \$24,000.00 for the period beginning January 16, 2018 and ending on March 31, 2018. The contract shall be extended, without additional compensation, for the duration of up to one special legislative session.

2. The full amount of contract is due on January 16, 2018. However, the retainer may be paid in two equal installments of \$12,000. The first payment of \$12,000 shall be received by Scott Hazlegrove no later than February 1, 2018. The second payment of \$12,000 shall be received by Scott Hazlegrove no later than March 1, 2018.
3. Ruston shall not be charged for any additional expense unless the expense is authorized in advance in writing by the Mayor.
4. Ruston and Scott Hazlegrove recognize and understand that this agreement is for a set term of time. It may not be cancelled unilaterally by either party. Early cancellation of this agreement shall not reduce or pro-rate the amount due. The entire fee is due and payable at the point in time each party signs this agreement, or January 16, 2018, whichever is later.
5. Scott Hazlegrove shall not enter into any subsequent lobbying agreement during the life of this contract which conflicts with this contract. In any case where a conflict arises between legislation supported by one client and opposed by another, the conflict shall be brought to the immediate attention of both of the clients and a mutually satisfactory resolution shall be attempted. In the event a mutually satisfactory resolution of the conflict cannot be reached; further activities by Scott Hazlegrove shall be governed by the conflict of interest provisions of the Lawyers' Rules of Professional Conduct.

Ruston recognizes that Scott Hazlegrove is an attorney, but is not engaged in the practice of law under this contract. Ruston further recognizes that any services provided by Scott Hazlegrove for Ruston are not legal services and that no attorney-client relationship is being formed between Scott Hazlegrove and Ruston.

Ruston recognizes that Scott Hazlegrove is currently actively lobbying for the following clients:

- Cadman  
(sand, gravel, and concrete producer)
- Cisco-*exclusively government procurement*  
(technology hardware manufacturer)
- eBay  
(online marketplace & payment manager)
- Millennium Bulk Terminals  
(marine shipping terminal on Columbia River)
- Pacific Merchant Shipping Association  
(regional trade association representing the maritime industry)
- Washington Association of Sewer and Water Districts  
(trade association representing special purpose governments providing only water or sewer service)

- Washington Beer & Wine Distributors Association  
(trade association representing beer and wine distributors)
- Washington State Auto Dealers Association  
(trade association representing franchised new car dealers)
- Weyerhaeuser  
(forest products company)

6. Ruston by this agreement retains the services of Scott Hazlegrove to act as its legislative counsel before statewide elected officials, including the Legislature, and to register with the Public Disclosure Commission as Ruston's lobbyist.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Civic Group

By \_\_\_\_\_  
Scott Hazlegrove

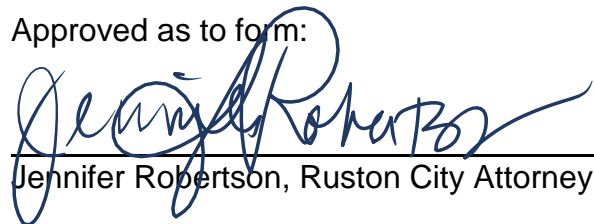
City of Ruston

By \_\_\_\_\_  
Bruce Hopkins, Mayor

Attest:

\_\_\_\_\_  
Judy Grams, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Jennifer Robertson, Ruston City Attorney