

Exhibit A

**SIXTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
GREENE ESPEL, PLLP
AND
CITY OF DULUTH**

THIS SIXTH AMENDMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as “City”, and Greene Espel, PLLP, a Minnesota Limited Liability Partnership, located at 222 South Ninth Street, Suite 2200, Minneapolis, MN 55402, hereinafter referred to as “Service Provider,” for the purpose of increasing the expenditures allowed for providing legal services; and

WHEREAS, the City has an Agreement with the Service Provider identified as Agreement for Professional Services By and Between Greene Espel, PLLP, and City of Duluth, with an effective date of March 8, 2022, and identified as City Contract No. 24299 (the “Agreement”); and

WHEREAS, a First Amendment to the Agreement increasing the allowed expenditure by \$120,000 was approved by Resolution 22-0290 on April 11, 2022; and

WHEREAS, a Second Amendment to the Agreement extending the term of the agreement to December 31, 2024, was approved by Resolution 23-0209 on March 27, 2023; and

WHEREAS, a Third Amendment to this Agreement increasing the allowed expenditure by \$100,000 was approved by Resolution 23-0364 on May 5, 2023; and

WHEREAS, a Fourth Amendment to this Agreement increasing the allowed expenditure by \$200,000 was approved by Resolution 23-0739 on September 25, 2023; and

WHEREAS, a Fifth Amendment to this Agreement increasing the allowed expenditure by \$250,000 was approved by Resolution 24-0132 on February 26, 2024; and

WHEREAS, the City and Service Provider wish to amend Section II of the Agreement to provide for the services of a Case Manager at \$110.00 per hour for document retrieval and transmission services; and

WHEREAS, the City and the Service Provider wish to amend Section III.3. of the Agreement to extend the term of the Agreement to December 31, 2025.

THEREFORE, the City and Service Provider agree as follows:

In this Sixth Amendment to Agreement, the deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section II will be amended as follows:

II. Fees

It is agreed between the parties that Service Provider’s hourly rate for the term of this Agreement shall be as follows:

- For John M. Baker, Attorney at Law and Senior Partner of Service Provider - \$563 per hour;
- For Kate M. Swenson, Attorney at Law and Partner of Service Provider -

- \$413 per hour;
- For Emily McAdam, Attorney at Law and Associate of Service Provider - \$248 per hour; and
- For Senior Paralegal Services - \$248 per hour; and
- For Case Manager Services - \$110.00 per hour.

plus reasonable expenses and total cost to the City will not exceed the sum of Seven Hundred and Ten Thousand Dollars (\$710,000) payable from City Fund: 610-036-1654-5304. The Service Provider will not incur additional fees and expenses without prior written authorization from the City. All bills for services rendered shall be submitted monthly to the City Attorney. Such billings shall be accompanied by documentation as shall reasonably be requested by the City Attorney.

2. Section III. 3. will be amended as follows:

3. Agreement Period

The term of this Agreement shall commence on January 1, 2023, notwithstanding the date of execution and performance shall be completed by December 31, ~~2024~~2025, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Service Provider under this Agreement shall become the property of the City and Service Provider shall promptly deliver the same to the City. Service Provider shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach of Service Provider, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Service provider which gave rise to such breach.

Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

CITY OF DULUTH

GREENE ESPEL P.L.L.P.

By: _____
Mayor (City Administrator per
delegated Authority)

By: _____
John M. Baker

Attest:

Date: _____

By: _____
City Clerk
Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney