

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HKA GLOBAL, LLC
AND
CITY OF DULUTH**

THIS FIRST 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 HKA Global, LLC, located at One Commerce Square, 2005 Market Street, 8th Fl., Philadelphia, PA 19103, hereinafter referred to as “Service Provider” for the purpose of rendering services to the City.; and

WHEREAS, the City has an Agreement with the Service Provider identified as Agreement for Professional Services By and Between HKA Global, LLC and City of Duluth, with an effective date of February 29, 2024, and identified as City Contract No. 24713 (the “Agreement”); and

WHEREAS, the City and the Service Provider wish to amend Section II of the Agreement to authorize an additional \$40,001 in expenditures for accounting services, for a total expenditure not to exceed \$120,001; and

WHEREAS, the Service Provider will be billing the additional amount at a 20 percent discount from HKA’s standard rates; and

WHEREAS, the Service Provider has agreed to provide all work through trial for this increased amount and the City will not approve further increases.

THEREFORE, the City and Service Provider agree as follows:

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

II. Fees

It is agreed between the parties that Service Provider’s hourly rate shall be as follows:

- For Partner David M. Duffus, CPA/ABV/CFF/CFE - ~~\$595~~476 per hour;
- For Director Drew Hauge, ~~\$495~~396per hour; and
- For a consultant, ~~\$355~~268per hour.

~~Effective January 1 of each calendar year, all such hourly rates will increase by five percent (5%).~~ Service Provider also will be entitled to reimbursement of reasonable expenses, provided the total cost to the City for fees and expenses will not exceed the sum of ~~Eighty One Hundred and Twenty Thousand and One Dollars~~ (~~\$80,000~~120,001), payable from City Fund: 610-036-1654-5304. The Service Provider will not incur, and the City will not pay, 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.

The City agrees to pay Service Provider invoices within thirty (30) calendar days of issuance. In the event of a good faith reasonable dispute, the City agrees to pay all undisputed portions of the invoice within the same time. Acceptance of any partial payment shall not constitute a waiver by Service Provider of any rights or otherwise affect its ability to collect the unpaid portion of any invoice, and Service Provider specifically reserves its rights to collect any remaining amount due in such circumstances. The City's payment obligation hereunder shall not be contingent on or modified by the findings or conclusions reached by Service Provider, or by the outcome of the underlying matter. Service Provider reserves the right to suspend performance without penalty in the event it does not receive timely payment of its invoices. Service Provider shall not be obligated (i) to deliver any final work product, (ii) to provide any declaration, presentation, or testimony, or (iii) to resume work in the event of a suspension, until it receives payment for all Services performed.

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

CITY OF DULUTH

HKA GLOBAL, LLC

By: _____
Mayor (City Administrator per
delegated authority)

By: _____
David M. Duffus, Partner

Attest:

Date: _____

By: _____
City Clerk
Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney