

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
MADDEN, GALANTER, HANSEN, LLP AND CITY OF DULUTH**

THIS FIRST AMENDMENT is made and entered into this ____ day of September, 2019, by and between the City of Duluth, hereinafter referred to as “City”, and Madden, Galanter, Hansen, LLP., located at 7760 France Avenue South, Suite 290, Bloomington, MN 55435, hereinafter referred to as “Service Provider” for the purpose of rendering services to the City

WHEREAS, the City has an Agreement with the Service Provider identified as Agreement for Professional Services By and Between Madden, Galanter, Hansen LLP. and City of Duluth with an effective date of July 1, 2018, and identified as City Contract #23507 (the “Agreement”); and

WHEREAS, City and Service Provider wish to amend Paragraph 2 of the Agreement to authorize an additional \$20,000 in expenditures for legal services; and

WHEREAS, City and Service Provider wish to amend Paragraph 3 of the Agreement to extend the term of the Agreement to December 31, 2021.

THEREFORE, the City and the Service Provider agree as follows:

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

2. Fees

It is agreed between the parties that Service Provider’s hourly rate for the term of this Agreement shall be no more than \$170.00 per hour, plus mileage and out of pocket expenses, and shall not exceed the total sum of ~~forty thousand dollars (\$40,000)~~ sixty thousand dollars (\$60,000) payable from City Fund 110-110-1104-5304. 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.

3. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by December 31, ~~2019~~2021, 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 by 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

**MADDEN, GALANTER, HANSEN,
LLP**

By: _____
Mayor

By: 
Susan Hansen, Attorney at Law

Attest: _____
City Clerk

Date: 8/27/19

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney