

**SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
RESOLUTE LAW, LLC AND
CITY OF DULUTH**

THIS SECOND AMENDMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, (the “City”), Resolute Law, LLC, 722 Greer Ave NW, Maple Lake, MN 55358 , (the “Service Provider”) for the purpose of rendering legal services to the City.

WHEREAS, the City has an Agreement with the Service Provider identified as Agreement for Professional Services by and between the City of Duluth and Resolute Law, LLC with an effective date of March 2, 2026, and identified as City Contract No. 31362 (the “Agreement”); and

WHEREAS, the City has an amended agreement with the Service Provider identified as First Amendment to Agreement for Professional Services by and between the City of Duluth and Resolute Law, LLC with an effective date of March 30, 2026, and identified as City Contract No. 31362-01 (the “Amended Agreement”) adding the fees for the Paralegal of Service Provider; and

WHEREAS, the City and Service Provider wish to amend Section II of the Amended Agreement to increase the Service Provider’s fees and reasonable expenses.

THEREFORE, the City and Service Provider agree as follows:

In this Second Amendment to Agreement, the deleted terms will be ~~struck-out~~ and added terms will be *underlined in italics*.

II. Fees

Service Provider shall be entitled to compensation for legal services properly performed by it and reimbursement of its reasonable expenses incurred by it due to this Agreement. It is agreed between the parties that Service Provider’s hourly rate for the term of this Agreement shall be as follows:

- For Dyan J. Ebert, Attorney at Law, and Shareholder of Service Provider - \$275 per hour; and
- For Cally Kjellberg-Nelson, Attorney at Law, and Shareholder of Service Provider - \$275 per hour.
- For Rachel Ramthun, Paralegal of Service Provider - \$150 per hour.

It is further agreed that Service Provider's fees and reasonable expenses shall be increased not to exceed the sum of One Hundred Forty Nine Thousand Dollars and No/100's (\$149,000)~~Forty Nine Thousand Dollars and No/100's (\$49,000.00)~~, payable from City Fund: 110-700-1407-5304. Service Provider will not incur additional fees and expenses without prior written authorization from the City.

All invoices 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.

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

CITY OF DULUTH

RESOLUTE LAW, LLC

By: _____
Mayor (City Administrator per
delegated authority)

By: _____
Cally Kjellberg-Nelson

Date: _____

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney