

FIRST AMENDMENT TO CONTRACT FOR LEGAL SERVICES

WHEREAS, the CITY OF NORTHFIELD, a Minnesota municipal corporation (“CITY”), and FLAHERTY & HOOD, P.A., a Minnesota professional Association (“FIRM”), entered into a Contract for Legal Services (the “Agreement”) effective July 1, 2014; and

WHEREAS, the term of the Agreement expires June 30, 2019, unless extended by the Parties; and

WHEREAS, pursuant to paragraph 21 of the Agreement, the Parties now desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 9, Term and Termination, of the Agreement is hereby amended as follows:

TERM AND TERMINATION: This Agreement shall commence July 1, ~~2014~~2019 or following execution of the parties, whichever occurs first, and shall continue in effect for a period of five years ending on June 30, ~~2019~~2024. This agreement may continue past this date by mutual written agreement of the FIRM and the CITY. Notwithstanding the foregoing, this Agreement may be terminated by ~~CITY at any time or by FIRM either party~~ upon ~~90~~60 days written notice, provided however, that FIRM’s termination of this Agreement shall be governed by Rule 1.16 of the Minnesota Rules of Professional Conduct. CITY shall pay FIRM for the work performed prior to the effective date of termination based upon the payment terms of this Agreement.

2. Recitals. The recitals hereto are hereby made a part hereof.
3. Execution. This First Amendment may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, CITY and FIRM have executed this First Amendment to Agreement and it is effective on the latest date affixed to the signatures hereto.

CITY OF NORTHFIELD

FLAHERTY & HOOD, P.A.

By: _____
Rhonda Pownell,
Its Mayor

By: _____
Christopher M. Hood

By: _____
Deb Little,
Its City Clerk

Date: _____

Date: _____