

**AUTHORIZING A THIRD AMENDMENT TO A RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES (DONAHUE & ROSE, PC).**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City Manager recommends the approval of a third amendment to a retainer agreement for city attorney services in the form attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

**WHEREAS**, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

**SECTION 2:** The City's corporate authorities approve, authorize, and direct the City Manager to execute the Agreement attached hereto and incorporated herein as Exhibit A, and further direct the City Manager to perform such acts which may be necessary to effect the Agreement.

**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the City's corporate authorities' intent that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12<sup>th</sup> day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Morris, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Larson, Perkins.



  
COHEN BARNES, Mayor

ATTEST:

  
Ruth A. Scott, Executive Assistant

**THIRD AMENDMENT TO RETAINER AGREEMENT  
FOR CITY ATTORNEY SERVICES**

This Third Amendment to the Retainer Agreement for City Attorney Services (the “Third Amendment”) is made effective on January 1, 2023 (the “Effective Date”), by and between the City of DeKalb (the “City”), an Illinois home rule municipal corporation, and Donahue & Rose, P.C. (the “Contractor”), an Illinois professional corporation, who are collectively referred to herein as the “Parties”:

**RECITALS**

**WHEREAS**, the Parties desire to amend the Retainer Agreement for City Attorney Services bearing an effective date of June 1, 2019 (the “Agreement”) to provide that, commencing on the Effective Date, the amount of the monthly retainer for basic services shall be \$16,000.00; and

**NOW, THEREFORE**, in consideration of the promises made herein, the Parties agree as follows:

**SECTION 1: Recitals.** The above recitals to this Third Amendment are true, correct, adopted, and incorporated herein as Section 1 to this Third Amendment.

**SECTION 2: Amendment to the Agreement.** Section 3.A. of the Agreement shall be amended as follows:

\* \* \*

3. City agrees to compensate Donahue & Rose, PC for the legal services provided under this Agreement as follows:

A. For Basic Services, a monthly retainer in the amount of Sixteen Thousand Dollars and Zero Cents (\$16,000.00) per month.

\* \* \*

### **SECTION 3: Miscellaneous.**

**A. Effect of Third Amendment.** Except as otherwise provided herein, all of terms of the Agreement and its prior amendments shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Agreement and its prior amendments, the terms of this Third Amendment shall govern.

**B. Entire Agreement.** This Third Amendment sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Third Amendment shall be deemed to be full integration of the entire Third Amendment of the Parties.

**C. Severability.** If any provision, covenant, agreement or portion of this Third Amendment or its application is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Third Amendment, and, to that end, all provisions, covenants, agreements or portions of this Third Amendment are declared to be severable.

**D. Illinois Law.** This Third Amendment shall be construed its accordance with the laws of the State of Illinois.

**E. Interpretations.** This Third Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Third Amendment.

**F. Counterparts.** This Third Amendment may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

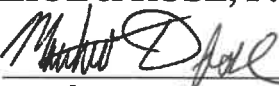
IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized officers as of the day and year set forth below.

**CITY OF DEKALB**

By:   
Bill Nicklas, City Manager

Date: 9-13-22

**DONAHUE & ROSE, P.C.**

By:   
Matthew D. Rose, Partner

Date: 9-13-22