

Document A

**FIRST AMENDMENT TO
AGREEMENT TO PRODUCE, PROMOTE, COORDINATE, AND MANAGE EVENTS AT
BAYFRONT FESTIVAL PARK
BY AND BETWEEN
THE CITY OF DULUTH
AND
DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY**

This First Amendment to Agreement, is by and between the CITY OF DULUTH (“City”) and the DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY (“DECC”).

WHEREAS, the City and the DECC entered into an Agreement on or about February 2, 2023, City Contract No. 24514, (the "Agreement") for the DECC to produce, promote, coordinate, and manage events at Bayfront Festival Park; and

WHEREAS, the Agreement was for calendar year 2023 and terminated on December 31, 2023; and

WHEREAS, the City and the DECC wish to extend the term of the Agreement to March 31, 2024 and modify the scope of work to include miscellaneous transitional support to the new management firm that will be contracting with the City to produce, promote and manage events at Bayfront Festival Park for the balance of the 2024 calendar year.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

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

1. Section III is amended as follows:

III. TERM AND TERMINATION

A. Term. Notwithstanding the date of execution, this Agreement shall commence on January 1, 2024 ~~2023~~, and shall continue through March 31, 2024 ~~December 31, 2023~~, unless

earlier terminated as provided for herein (the “Term”).

2. Section IV is amended to include the following additional provision:

IV. DECC RESPONSIBILITIES

T. Other. The DECC acknowledges that the City will be entering into a contract with another firm for the production, promotion, coordination and management of Events at Bayfront Festival Park. The DECC is willing to assist with this transition by continuing to provide management services through January 31, 2024. Therefore, the DECC agrees that it will continue to perform, from January 1, 2024 and continuing through January 31, 2024, all obligations set forth in the Agreement. In addition, the DECC agrees that it will provide miscellaneous transitional support to the new management firm through March 31, 2024

3. Section VII A. is amended as follows:

VII. FINANCIALS, REPORTING, AND TAXES

A. Compensation. For satisfactory performance of DECC’s duties required under this Agreement, and in addition to all fees and revenues retained by DECC pursuant to this Agreement, the City shall pay to DECC a base fee of ~~\$71,292.00~~ \$19,475.00 (the “Base Fee”). The Base Fee shall be payable from Fund 258-030-5310 (Tourism Taxes, Finance, Contract Services). ~~Upon the City’s receipt of an invoice from DECC, the Base Fee shall be due and payable in equal quarterly installments on January 15, April 15, July 15, and October 15, 2023.~~ The base fee will be due and payable upon execution of this Agreement and upon the City’s receipt of an invoice from the DECC. In the event that this Agreement is terminated prior to the end of the Term, the Base Fee shall be prorated as of the termination date.

4. Except as specifically amended pursuant to this First Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this First

Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH, MINNESOTA

**DULUTH ENTERTAINMENT AND
CONVENTION CENTER AUTHORITY**

By _____
Mayor

By: _____

Its: _____

Attest:

Printed Name: _____

City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney