

**FIRST AMENDMENT TO  
OPERATION AND MANAGEMENT AGREEMENT  
FOR CHESTER BOWL PARK  
BETWEEN THE CITY OF DULUTH  
AND CHESTER BOWL IMPROVEMENT CLUB**

WHEREAS, this FIRST AMENDMENT TO OPERATION AND MANAGEMENT AGREEMENT (this “First Amendment”) is entered into by and between the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (the “City”) and Chester Bowl Improvement Club, a Minnesota non-profit corporation (“CBIC”).

WHEREAS, the parties entered into an Operation and Management Agreement dated December 11, 2017 that provided for the operation and management of a portion of Chester Bowl Park by CBIC (the “Original Agreement”).

WHEREAS, the Term (as defined in the Original Agreement) terminates on December 31, 2020.

WHEREAS, the City and CBIC wish to amend the Original Agreement to extend the Term for an additional year.

NOW, THEREFORE, the City and CBIC agree to amend the Original Agreement as follows:

1. Section V of the Original Agreement is amended and completely replaced with the following Section V:

**V. TERM**

*Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2018 and shall continue through December 31, 2021 (the “Term”), unless earlier terminated as provided for herein. Regardless of the start of the Term, CBIC shall not allow anyone to use the Premises until the City has approved the Safety and Operations Plan (defined below), and then shall open and operate the Premises consistent with the Safety and Operations Plan.*

2. Section IX.B. of the Original Agreement is amended and completely replaced with the following Section IX.B.:

*B. For satisfactory performance of CBIC’s duties required under this Agreement, and in addition to all fees and revenues retained by CBIC pursuant to this Agreement, the City shall pay to CBIC an annual management fee of \$23,615 in 2018, \$24,087 in 2019, \$24,569 in 2020, \$25,061 in 2021, payable from Fund 205-130-1219-5319. The fee shall be paid in equal quarterly installments. Upon the City’s receipt of an*

*invoice from CBIC, the installments shall be due and payable on January 15, April 15, July 15, and October 15 during each year of the Term.*

3. The following Section XXIV is added to the Original Agreement:

**XXIV. SAFETY AND OPERATIONS PLAN**

*CBIC shall submit a written safety and operations plan (the “Safety and Operations Plan”) to the manager of the City’s Parks and Recreation Department, or their designee (the “Parks Manager”) for approval prior to using the Premises, which plan shall outline specific processes and procedures, including but not limited to cleaning and sanitization of the Premises, to ensure the health, safety, and welfare of all users of the Premises, including but not limited to CBIC’s staff and volunteers. Notwithstanding the Term, CBIC may not use the Premises until the Safety and Operations Plan has been approved by the Parks Manager. The Safety and Operations Plan shall be updated during the Term at the City’s request.*

4. Except as specifically amended pursuant to this First Amendment, the Original 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 Original Agreement, the provisions of this First Amendment shall govern. Capitalized terms used but not defined in this First Amendment shall have the same meanings ascribed to them as in the Original Agreement.

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the City and CBIC have executed this First Amendment as indicated below.

**CITY OF DULUTH**

**CHESTER BOWL IMPROVEMENT CLUB**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney