

**FIRST AMENDMENT TO  
LICENSE AGREEMENT  
BETWEEN THE CITY OF DULUTH  
AND CYCLISTS OF GITCHEE GUMEE SHORES, INCORPORATED**

WHEREAS, this FIRST AMENDMENT TO LICENSE AGREEMENT (this “First Amendment”) is entered into by and between the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) and CYCLISTS OF GITCHEE GUMEE SHORES, INCORPORATED, a Minnesota non-profit corporation (“COGGS”).

WHEREAS, the parties entered into a License Agreement dated April 7, 2021 (the “Agreement”), which provides for the maintenance and enhancement of the existing Duluth Traverse Trail (as defined in the License Agreement) by COGGS; and

WHEREAS, the Agreement may, by its terms, be amended by written agreement and upon approval by resolution of City Council; and

WHEREAS, the Term of the Agreement is set to expire on March 31, 2024; and

WHEREAS, both parties desire to extend the Term of the agreement for three (3) additional years.

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

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

I. That Section II of the Agreement will be amended as follows:

II. TERM OF THIS AGREEMENT. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on or about March 23, 2021 and shall continue through ~~March 31, 2024~~ March 31, 2027, unless earlier terminated as provided in this Agreement (the “Term”).

II. That Section VIII A of the Agreement will be amended as follows:

VIII. INSURANCE.

A. During the Term, COGGS shall procure and maintain continuously in force Public Liability Insurance written on an “occurrence” basis under a Comprehensive General Liability Form in limits of not less than One Million ~~Five Hundred Thousand~~ Dollars ~~(\$1,500,000)~~ (\$1,000,000) aggregate per occurrence for personal bodily injury and death. The City shall be named as an additional insured therein. COGGS’s insurance policies shall cover:

1. Public Liability, including premises and operations coverage.
2. Independent contractors - protective contingent liability.
3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.

III. That Section XVII of the Agreement will be amended as follows:

XVII. NOTICES. Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Cyclists of Gitchee Gumee  
Shores, Incorporated  
Attn: ~~Dave Antonson~~ Ansel Schimpff  
P.O. Box 161261  
Duluth, MN 55815  
~~(218) 382-4822~~ (608) 320-2731  
~~chair@coggs.com~~ executivedirector@coggs.com

City of Duluth  
Attn: Parks Manager  
411 W. First Street, Ground Floor  
Duluth, Minnesota 55802  
(218) 730-4300

IV. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.


V. 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 License Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the City and COGGS have executed this First Amendment as indicated on the next page.

CITY OF DULUTH

CYCLISTS OF GITCHEE GUMMEE SHORES, INCORPORATED

By: \_\_\_\_\_  
Roger J. Reinert, Mayor

By:  \_\_\_\_\_  
Printed Name: \_\_\_Ansel Schimpff\_\_\_

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

Its: \_\_\_Executive Director\_\_\_

Attest: \_\_\_\_\_  
Ian B. Johnson, City Clerk

Date: \_\_\_\_\_ 3/14/24 \_\_\_\_\_

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

Countersigned:

\_\_\_\_\_  
Josh Bailey, City Auditor

Approved as to form:

\_\_\_\_\_  
Jessica Fralich, City Attorney