

AMENDMENT NO. 10 TO C20604

Contract Start Date:	1/1/2008	Original Annual Amount:	\$33,800.00
Original Completion Date:	10/19/2008	As Previously Amended:	\$46,700
Amendment Completion Date:	12/31/2024	Current Amendment:	\$3,680.00
Resolution:	23-0952R	New Total Annual Amount:	\$50,380.00

This amendment, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as “City”, and Duluth Entertainment and Convention Center located at 350 Harbor Drive, Duluth, MN 55802, hereinafter referred to as “Consultant”, for the purpose of rendering services to the City.

WHEREAS, on January 1, 2008, City and Consultant entered into an agreement bearing City of Duluth Contract No. C20604 for operation of the Minnesota Slip Pedestrian Bridge, which Contract has been previously amended nine times, and which Contract and amendments are hereinafter referred to as the “Contract”; and

WHEREAS, both parties desire to amend the Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

In this Amendment changes in the language of the Contract which delete language will be shown as stricken and language added to the contract language will be underlined.

Revision 1. The Basic Term described in Subparagraph 3.A.(1) of the Contract is hereby amended as follows:

The Basic Term of this Agreement shall commence as of January 1, ~~2022 2023~~ 2024 and continue through December 31, ~~2022 2023~~ 2024, unless sooner terminated as provided herein. ~~Either party may terminate the Agreement between November 1 of each year and March 31 of the succeeding year by providing the other party thirty (30) days’ written notice.~~

Revision 2. The Payment for Basic Services described in Paragraph 5 of the Contract is hereby amended as follows:

A. Basic Compensation

In consideration of the operation of the Bridge by DECC during the hours set forth in Paragraph 3, Subparagraph B, Sub-subparagraphs 1 and 2 above, City agrees to pay DECC the sum of ~~forty three thousand, four hundred ninety and 62/100 dollars (\$43,490.62)~~ ~~forty six thousand, seven hundred and 00/100 dollars (\$46,700.00)~~ Fifty Thousand, Three Hundred Eighty and 00/100 Dollars (\$50,380.00) for year ~~2022 2023~~ 2024, subject to City Council approval for year ~~2022 2023~~ 2024, in which the DECC operates the Bridge under the terms of this Agreement (each such year being referred to as a “Contract Year”), unless this Agreement shall have bene otherwise terminated as hereinafter provided for.

Said sum shall be payable in six (6) equal monthly installments, the first of which is payable on June 1 of each Contract Year and the remainder of which shall be due on the first day of each month thereafter during said Contract Year until November 1 of said Contract Year, when the entire unpaid balance for that Contract Year shall be due and payable.

B. Total Payment

The total amount paid to the DECC under this Agreement shall not exceed the amount of ~~forty three thousand, four hundred ninety and 62/100 dollars (\$43,490.62)~~ ~~forty six thousand, seven hundred and 00/100 dollars (\$46,700.00)~~ Fifty Thousand, Three Hundred Eighty and 00/100 Dollars (\$50,380.00) for year ~~2023~~ 2024. Future total payments shall be limited to the amount calculated as identified in paragraph 5.C. below and approved by City Council. All payments under this Agreement shall be paid from Tourism Taxes Fund 258, Finance Dept 030, Contract Services 5310.

C. Yearly Increases

Yearly increases to the contract will be limited to the Implicit Price Deflator, or IPD, ~~for government purchases~~ as determined by the ~~State of Minnesota~~ Bureau of Economic Analysis state and local government consumption expenditures and gross investment, rounded to the nearest 100th. ~~The 2007 IPD is 4.2853. The 2023 IPD is 7.29% calculated as the change from 2020 Q4 of 117.612 to 2021 Q4 126.19, or a 7.29% increase. The 2024 IDP is 7.88%~~

In all other respects the contract, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below:

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**DULUTH ENTERTAINMENT CONVENTION
CENTER**

By:

Company Representative

Its:

Title of Representative

Date: _____