

AGREEMENT TO REINSTATE, AMEND, AND EXTEND AGREEMENT 20 860 982

Contract Start Date:	August 1, 2020	Original Total Amount:	\$110,000.00
Original Completion Date:	July 31, 2021	As Previously Amended:	\$110,000.00
Amended Completion Date:	April 30, 2022	Current Amendment:	\$ 68,400.75
Resolution Number:		New Total Contract Amt:	\$178,400.75

WHEREAS, the Duluth Economic Development Authority, hereinafter referred to as “DEDA”, and The Jamar Company., located at 4701 Mike Colalillo Drive, Duluth, MN 55807, hereinafter referred to as “JAMAR”, entered into a service agreement bearing DEDA Contract No. 20 860 982 for facilities service and preventive maintenance at DEDA’s Maintenance Repair and Overhaul Facility, located at 4600 Stebner Road, Duluth, MN 55803 (the “MRO”), which was executed by DEDA on August 1, 2020, and which Contract has not been previously amended and is hereinafter referred to as the “Contract”; and

WHEREAS, both parties desire to reinstate the Contract so that it may be amended to allow Jamar continue to provide the facilities service and preventive maintenance.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties 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. To reinstate the Contract and extend the termination date of the Contract to April 30, 2022 so that the Contract shall be considered to have been in effect from the effective date through April 30, 2022 under the same terms and conditions, except as amended herein.

Revision 2. The Fees described in Section III of the Contract is hereby amended as follows:

Rates/Price and Payment for Services. For satisfactory performance of the services set forth in the Proposal for up to Twenty (20) hours per week, JAMAR will be entitled to payment for services in the amount of Seven Thousand Eight Hundred Dollars (\$7,800) per month, subject to the following. The total amount payable under this agreement shall not exceed ~~\$110,000~~ \$178,400.75, unless the contract is modified by formal amendment. Payments shall be made from fund 866-860-5400. JAMAR shall be paid for the Services within thirty (30) days of DEDA’s receipt of an invoice.

Revision 3. The Agreement Period described in Section IIII of the Contract is hereby amended as follows:

Term; Termination. The term of this Agreement shall be deemed to have commenced on August 1, 2020 and shall continue, ~~unless earlier terminated as provided for herein, for a period of One (1) year (the “Term”), provided that either JAMAR or DEDA may terminate this Agreement without cause upon Sixty (60) days prior written notice to the other party as provided for in Section 14 below~~ through April 30, 2022. In addition, either party may terminate this Agreement at any time prior to the end of the Term due to the other party’s material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party’s reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach.

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.

**DULUTH ECONOMIC DEVELOPMENT
AUTHORITY**

By:

Its President _____ Date _____

President's Printed Name

Its Secretary _____ Date _____

Secretary's Printed Name

THE JAMAR COMPANY

By:

Company Representative

Its:

Title of Representative

Date _____