

# Exhibit A

## FIRST AMENDMENT TO C22447

Contract Start Date:	2/1/2015	Original Total Amount:	\$36,200.00
Original Completion Date:	3/1/2016	As Previously Amended:	\$0
New Completion Date:	12/31/2016	Current Amendment:	\$73,200.00
Resolution:	16-0119R	New Total Contract Amount:	\$109,400.00

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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 Christine Penney located at 9305 Congdon Boulevard, Duluth, MN 55804, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on February 1, 2015, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22447 for grant research and writing consulting services for the St Louis River Corridor projects, 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 services described in Section I of the Contract are hereby amended as follows:

Consultant will provide the following services related to the Project as described in Consultant's Proposal (the "Services"). An updated proposal for the term of this amendment is attached as Exhibit A-1. Consultant agrees that it will provide its services at the direction of the Director of Public Administration ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling

Revision 2. The fees described in Section II of the Contract are hereby amended as follows:

Consultant will be paid \$50 per hour for work satisfactorily performed between 9 am and 9 pm. Consultant will be paid \$75 per hour for work satisfactorily and necessarily performed between 9 pm and 9 am. It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of Thirty Six Thousand Two Hundred Dollars (\$36,200) One Hundred and Nine Thousand, Four Hundred Dollars (\$109,400) inclusive of all approved travel and other expenses associated with the Project, payable as follows:

1. \$36,200 for year 2015 from Parks Fund 215; Community Resources 130; Parks Capital 1220; Improvements Other than Buildings 5530; Project: CM205-CONSUL – Cap Mtce Fund 205, Consultants (grant writing/engineering/etc.)

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2. \$73,200 for year 2016 from Parks Fund 205; Community Resources 130; Parks Operating 1219; Other Professional Services 5319.

All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

Revision 3. The Agreement Period described in Section III.4 of the Contract is hereby amended as follows:

The term of this Agreement shall commence on the Effective Date and performance shall be completed by ~~March 1, 2016~~ December 31, 2016, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. Contractor will not be responsible for incomplete applications if City fails to provide requested material in a timely manner. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

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

# Exhibit A

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the effective date thereof.

**CITY OF DULUTH**

**CHRISTINE PENNEY**

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

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

Attest:

Its: Sole Proprietor

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

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City Auditor

Approved as to form:

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City Attorney