

AMENDMENT NO. 1 TO 24886

Contract Start Date:	01/01/2025	Original Amount:	\$708,000.00
Original Completion Date:	12/31/2027	As Previously Amended:	\$708,000.00
Amendment Completion Date:	12/31/2027	Current Amendment:	\$65,000.00
Resolution:	25-0123R	New Amount:	\$773,000.00

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 The Greater Downtown Council, a nonprofit Minnesota corporation ("Contractor"), for the purpose of rendering services to the City.

WHEREAS, on January 1, 2025, City and Contractor entered into an agreement bearing City of Duluth Contract No. 24886 for services to improve the safety, cleanliness, and economic vitality of the Downtown Waterfront area, which Contract has not been previously and is 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 Terms of Payment described in Section 2 of the Contract is hereby amended as follows:

City will pay Contractor, \$301,000 in 2025, and annually, \$236,000 in both years 2026 and 2027 payable from Fund 258 (Tourism Taxes)-030 (Finance)-5436-10 (Tourism Tax Allocation- Business Improvement District), plus the full amount of all Service Charges collected from the District in an amount not to exceed \$475,000 for the year 2025 with a 4% increase in the following two (2) years, payable from Fund 110 (General Fund)-700 (Transfers and Other Functions)-1411 (Business Improvement District)-5441 (Others Services and Charges). Annual Payments of ~~\$236,000~~ will be made in equal monthly installments due on the last day of each month, except that the installment for January 2025 will be made at the end of February 2025 together with the February payment. It is understood and agreed that, beginning in 2026, the City shall be obligated to provide payment to the Contractor only when sufficient tax revenue is designated by the City Council to be placed in Fund 258 and related funds and accounts. In the event that insufficient tax revenue is derived from said taxes, the City shall have the right in its sole discretion to reduce the funding available to the Contractor under this Agreement. With regard to the Service Charges, the City will act as a conduit; all Service Charges will flow through to Contractor in exchange for Contractor's agreement to provide the Special Services. Payments of Service Charges will be made by City to Contractor within 30 days of the date on which they are received

by City from St. Louis County. Contractor will endeavor to solicit contributions from exempt organizations, to obtain grants, and to generate program income to fund the remaining portions of the budget reflected in the Operating Plan.

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

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

CITY OF DULUTH

THE GREATER DOWNTOWN COUNCIL

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney