

**SECOND AMENDMENT TO
FUNDING AGREEMENT
BETWEEN
CHURCHES UNITED IN MINISTRY
AND THE CITY OF DULUTH**

THIS SECOND AMENDMENT (the “Second Amendment”) effective as of the date of attestation thereto by the city clerk (“Effective Date”) is entered into by and between the CITY OF DULUTH, a Minnesota municipal corporation (the “City”), and CHURCHES UNITED IN MINISTRY, a Minnesota non-profit corporation, acting as fiscal sponsor for STEPPING ON UP, (the “Grantee”).

RECITALS

WHEREAS, the City and Grantee entered into a Funding Agreement Between Churches United in Ministry and the City of Duluth, with an effective date of September 6, 2022, and identified as City Contract No. 24378 (the “Original Agreement”); and

WHEREAS, the Original Agreement provided a grant of \$150,000 for public infrastructure needs related to homelessness specifically outdoor living zones established on private property and warming centers; and

WHEREAS, the City and the Grantee negotiated a First Amendment to Funding Agreement Between Churches United in Ministry and the City of Duluth (the “First Amendment”), which the parties did not execute, for the purposes of providing an additional \$500,000, for a total not to exceed \$650,000, in funding for public infrastructure needs related to homelessness specifically outdoor living zones established on private property, warming centers and in addition, an emergency triage housing; and

WHEREAS, the City and Grantee desire to memorialize that the grant of \$150,000 was to fund initiatives related to homelessness, including outdoor living zones on private property and warming centers, but not directly tied to public infrastructure; and

WHEREAS, the City and Grantee desire for the grant of \$500,000 to be committed for the sole purpose of funding public infrastructure needs of emergency triage housing and intend for the City to enter into a separate agreement with Damiano of Duluth, Inc. for the grant of those funds; and

WHEREAS, the City and the Grantee desire to amend the Original Agreement and First Amendment as set forth herein to reflect the significant changes to the Original Agreement and First Amendment setting forth the funding terms.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Original Agreement, as amended by the First Amendment, as follows:

I. The parties agree, as of the Effective Date, Section 1 of the Original Agreement, as amended by the First Amendment, is hereby amended and replaced in its entirety as follows:

1. AWARD. The City awards the grant of \$150,000 (the “Grant”) to Grantee for the purpose of providing assistance for outdoor living zones on private property and warming centers in the city of Duluth, subject to the requirement of Section 9, Administrative Requirements, to be incurred on or before July 31, 2024.

The parties acknowledge that \$108,659.98 for the purpose of providing assistance for outdoor living zones on private property and warming centers has already been paid to Grantee in accordance with this Agreement.

The parties acknowledge that, as of the Effective Date, the City is no longer obligated to pay Grantee any further payment under the Original Agreement, the First Amendment or the Second Amendment, and Grantee hereby waives, any right to such further payment.

II. This Second 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.

III. Except as amended herein, the terms and conditions of the Original Agreement, as amended by the First Amendment, remain in full force and effect. In the event of any conflict between the Original Agreement, the First Amendment and this Second Amendment, the terms and conditions of this Second Amendment Control

(Remainder of page left blank intentionally. Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed intending to be bound thereby.

CITY OF DULUTH

CHURCHES UNITED IN MINISTRY

By: _____

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney

By _____

Its: Executive Director

By: _____

Its: _____