

AMENDMENT NO. 5 TO C20604

Contract Start Date: January 1, 2008	Original Annual Amount:	\$33,800.00
Original Completion Date: October 19, 2008	As Previously Amended:	\$37,723.45
Amendment Completion Date: December 31, 2017	Current Amendment:	\$ 565.85
Resolution: 17-0082R	New Total Annual Amount:	\$38,289.30

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 Authority located at 350 Harbor Drive, Duluth, MN 55802, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on December 18, 2007, City and Consultant entered into an agreement bearing City of Duluth Contract No. 20604 for operation of the Minnesota Slip Pedestrian Bridge, which Contract has been previously amended four times, and which Contract and amendment(s) 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, 2014~~ January 1, 2017, and continue through ~~December 31, 2016~~ December 31, 2017, unless sooner terminated as provided herein. Either party may terminate this 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 Basic Compensation described in Subparagraph 5.A. of the Contract is hereby amended as follows:

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 ~~thirty-three thousand, eight hundred dollars and no 100th (\$33,800.00) for year 2008~~, thirty-eight thousand, two hundred eighty-nine and 30/100 dollars (\$38,289.30) for year 2017, subject to City Council approval for year ~~2008~~ 2017, 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 been 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.

Revision 3. The Total Payment described in Subparagraph 5.B. of the Contract is hereby amended as follows:

The total amount paid to the DECC under this Agreement shall not exceed the amount of ~~thirty-three thousand, eight hundred dollars and no/100 (\$33,800.00)~~ thirty-eight thousand, two hundred eighty-nine and 30/100 dollars (\$38,289.30). All payments under this Agreement shall be paid from ~~General Fund 100, Dept./Agency 500, Organization 1930-2310, Object 5455~~ Tourism Taxes Fund 258, Finance Dept. 030, Contract Services 5310.

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 effective date thereof.

CITY OF DULUTH

**DULUTH ENTERTAINMENT CONVENTION
CENTER AUTHORITY**

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney