

AMENDMENT NO. 9 TO C20604

Contract Start Date:	1/1/2008	Original Annual Amount:	\$33,800.00
Original Completion Date:	10/19/2008	As Previously Amended:	\$43,490.62
Amendment Completion Date:	12/31/2023	Current Amendment:	\$3,209.38
Resolution:	22-0929R	New Total Annual Amount:	\$46,700.00

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 Duluth Entertainment and Convention Center located at 350 Harbor Drive, Duluth, MN 55802, hereinafter referred to as “Consultant”, for the purpose of rendering services to the City.

WHEREAS, on January 1, 2008, City and Consultant entered into an agreement bearing City of Duluth Contract No. C20604 for operation of the Minnesota Slip Pedestrian Bridge, which Contract has been previously amended eight times, and which Contract and amendments 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, ~~2022~~ 2023 and continue through December 31, ~~2022~~ 2023, unless sooner terminated as provided herein. ~~Either party may terminate the 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 Extension/Termination described in Subparagraph 3.A.(2) of the Contract is hereby amended as follows:

~~Not less than six (6) months prior to the end of the Basic Term of this Agreement,~~ Desire to terminate this agreement must be made in writing by November 1 each year by either party. If no notification of termination is received by either party, this contract is automatically renewed with City Council approval.

Revision 3. The Seasons described in Subparagraph 3.A.(3) of the Contract is hereby amended as follows:

That portion of the Term between May 30th of each year of this Agreement through August 30th of said year shall be known as the “Summer Season.” That portion of the Term running from May

~~1st~~ 5th through May 29th and August 31st through October ~~19th~~-14th of this Agreement shall be jointly known as the “Extended Season.”

Revision 4. The Hours of Operation described in Subparagraph 3.B. of the Contract is hereby amended as follows:

(1) Summer Season

During the Summer Season, DECC shall operate the Bridge between the hours of 8:00 a.m. and 11:00 10:30 p.m. from Sunday through Thursday of each week, and between the hours of 8:00 a.m. and midnight on Friday and Saturday of each week ~~through 1:00 a.m. of the following day~~, except as provided for below.

(2) Extended Season

During the Extended Season, DECC shall operate the Bridge between the hours of 8:00 a.m. and 8:00 7:00 p.m. from Sunday through Thursday of each week and between the hours of 8:00 a.m. to 11:00 p.m. on Friday and Saturday ~~of each week through 1:00 a.m. of the following day~~, except as provided for below.

(3) Other Hours

During all hours and days when DECC is not required to operate the Bridge under this Agreement, the Bridge shall not be operated and shall be left in the “open” position allowing full passage of water craft through Minnesota Slip except for the following:

(a) ~~The Director may, in the exercise of his/her discretion, in writing and in advance of such event, authorize the DECC to operate the Bridge during any time period the Director shall authorize. The DECC shall be compensated for these additional hours of operation as provided for in Paragraph 4 Subparagraph B below.~~

(b) The DECC may, in the exercise of its discretion, operate the Bridge during any time period it deems necessary, provided no additional payment of any kind shall be payable to the DECC by virtue of such operation. ~~Additionally, when operating the Bridge, DECC personnel shall comply with the requirements of Paragraph 3 below.~~

Revision 5. The Payment for Basic Services described in Paragraph 5 of the Contract is hereby amended as follows:

A. Basic Compensation

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 ~~forty three thousand, four hundred ninety and 62/100 dollars (\$43,490.62)~~ forty-six thousand, seven hundred and 00/100 dollars (\$46,700.00) for year ~~2022~~ 2023, subject to City Council approval for year ~~2022~~ 2023, 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.

B. Total Payment

The total amount paid to the DECC under this Agreement shall not exceed the amount of ~~forty three thousand, four hundred ninety and 62/100 dollars (\$43,490.62)~~ forty-six thousand, seven hundred and 00/100 dollars (\$46,700.00) for year 2023. Future total payments shall be limited to the amount calculated as identified in paragraph 5.C. below and approved by City Council. All payments under this Agreement shall be paid from Tourism Taxes Fund 258, Finance Dept 030, Contract Services 5310.

C. Yearly Increases

Yearly increases to the contract will be limited to the Implicit Price Deflator, or IPD, ~~for government purchases~~ as determined by the ~~State of Minnesota~~ Bureau of Economic Analysis state and local government consumption expenditures and gross investment, rounded to the nearest 100th. ~~The 2007 IPD is 4.2853. The 2023 IPD is 7.29% calculated as the change from 2020 Q4 of 117.612 to 2021 Q4 126.19, or a 7.29% increase.~~

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:

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**DULUTH ENTERTAINMENT CONVENTION
CENTER**

By:

Company Representative

Its:

Title of Representative

Date: _____