

## **EXHIBIT A**

### **THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DULUTH AND ARROWHEAD ZOOLOGICAL SOCIETY, INC.**

Agreement #21527, Amendment to Agreement #21527-01, and Second Amendment to Agreement #21527-02 (the “Agreement”) between the City of Duluth (“City”) and Arrowhead Zoological Society, Inc., d/b/a Lake Superior Zoological Society (“Society”), relating to the operation and management of the Lake Superior Zoological Gardens (“Zoo”) is hereby amended as set forth below and is effective as of the date of attestation by the City Clerk.

WHEREAS, the Society needs additional support to fund its accreditation renewal process with the Association of Zoos and Aquariums (“AZA”). Said AZA accreditation process includes a number of physical and administrative tasks to be performed by Society staff.

WHEREAS, the City recognizes the importance of the Society’s AZA accreditation status to allow the Zoo to be an institution that: (1) meets or exceeds current professional standards and (2) provides a publicly-recognized badge signifying excellence in and commitment to animal care, conservation, and education. There are other numerous benefits and opportunities available to the Society if the Society obtains and maintains its AZA accreditation.

WHEREAS, the City desires to enter into the foregoing agreement with the Society, pursuant to which the City will provide funding to enable the Society to bring selected staff back to full-time status over a three month period to work on the AZA accreditation process.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the parties agree as follows:

Article V, Duties of the City, is amended to add an additional Paragraph H, as shown in the underlined language below:

H. The City will provide to the Society an amount not to exceed twenty-five thousand dollars and no/100ths (\$25,000), payable from Fund No. 258-030-5310 (Tourism Tax Fund, Finance, Contract Services). The funds paid to the Society under this paragraph will be used to bring back Society staff members to full-time status to assist with the AZA accreditation application and related Zoo projects. Within 90 days of receipt of said funds, the Society shall submit a written summary report to the City's Property and Facilities Manager outlining how the funds were used to support the AZA accreditation process as provided herein.

Except as specifically amended pursuant to this Third Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the Agreement, the provisions of this Third Amendment shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date indicated below.

Dated: February \_\_\_\_\_, 2016

**CITY OF DULUTH**

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

Attest: \_\_\_\_\_  
City Clerk

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**ARROWHEAD ZOOLOGICAL  
SOCIETY, INC., d/b/a LAKE SUPERIOR  
ZOOLOGICAL SOCIETY**

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_