

Exhibit B

SECOND AMENDMENT TO
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT 709
(ADULT BASIC EDUCATION PROGRAM &
LEARNING CENTER)
AND
CITY OF DULUTH FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION

PATHWAYS TO PROSPERITY
CONNECTIONS TO CAREERS IN HEALTHCARE AND CONSTRUCTION

This Second Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and ISD 709 ADULT BASIC EDUCATION, (the “Grantee”).

WHEREAS, the City and Grantee entered into a Sub-Recipient Funding Agreement (“Agreement”) on or about December 20, 2019 (Approved by Resolution No. 19-0851) (City Contract No. 23836); a First Amendment was entered on or about November 25, 2020 (Approved by Resolution No. 20-0835).

WHEREAS, both the City and Grantee wish to extend the time for performance to December 31, 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this Second Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section 3 TIME OF PERFORMANCE is amended as follows:

3. TIME OF PERFORMANCE. Grantee must start the Program upon execution of this Agreement and complete the Program on or before ~~September 30, 2021~~December 31, 2021. The

SFY 2020 performance period ends December 31, 2020 and the SFY 2021 performance period ends ~~September 30, 2021~~December 31, 2021. The city is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

2. Section 5 DISBURSEMENT is amended as follows;

5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Grantee under this Agreement \$30,040 in the SFY 2020 and \$28,715 in SFY 2021 with the total amount not to exceed \$58,755. City will pay Grantee for all services performed under this Agreement.

Grantee's proposed budget is attached as Exhibit D. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of the training contract. For SFY 2020, a final invoice must be received by January 31, 2021; for SFY 2021 a final invoice must be received by ~~October 31, 2021~~January 14, 2022. Payment for services will be sent within 45 days of receipt of invoice.

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

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

ISD 709 Adult Basic Education

By _____
Mayor

By _____

Attest:

Its: _____

City Clerk
Date Attested: _____

By: _____

Its: _____

Countersigned:

City Auditor

As to form:

City Attorney