

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2024

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Udac, Inc.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Udac, Inc. (the “Parties”) entered into the contract (the “Contract”) dated December 1, 2021, for the purpose of Early Childhood Screening Program.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

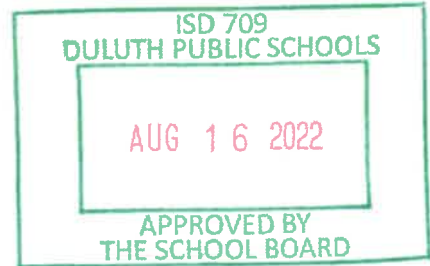
1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$31,000.00.
 - b. This amendment would increase the not to exceed amount to \$45,340.00.
 - c. This amendment will result in a cost of \$14,340.00 for FY25.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the



LEASE AGREEMENT

TOTAL AMOUNT: \$31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as "TENANT", and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as "LANDLORD".

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 ("Building"), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. LEASED PREMISES.

The LANDLORD grants and TENANT accepts the lease of the following described space ("Leased Premises") located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately 2500 square feet in the "BUILDING"

<u>Location:</u>	<u>Size:</u>	<u>Use:</u>
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. TERM.

The term of this Lease Agreement shall commence on **December 1, 2021** (“Commencement Date”), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. PAYMENT OF RENT.

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of \$1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	Monthly Payment	Total due over Term
December 1, 2021 – June 30 1, 2024	\$1000	
Total		\$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. USE.

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD’s prior written consent for each instance.

5. TERMINATION.

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

- a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.
- b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

- 7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
- 7.1.2. Observe energy conservation practices to prevent waste of utilities.
- 7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
- 7.1.4. Secure and protect leased premises areas.
- 7.1.5. Seek approval to install or place signage in areas outside of the leased premises.
*Subject to approval by LANDLORD.
- 7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
- 7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. ALTERATION OF LEASED PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. LANDLORD ACCESS.

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. INSURANCE. TENANT will provide a current Certificate of Liability Insurance to LANDLORD.

12. LIABILITY.

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. DAMAGE BY FIRE OR OTHER CASUALTY.

If all or a substantial part of the Leased Premises is rendered untenable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

- a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

- b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. HOLDING OVER.

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. BUILDING AND LEASED PREMISES ACCESS AND HOURS.

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. NOTICES.

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: Catherine Erickson
Catherine Erickson

Its: _____
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen Herman
Karen Herman

Its: _____
Executive Director

Date: July 28, 2022



Invoice

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Date	Invoice #
7/28/2022	ISD -rent-202

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	\$1,000.00	\$7,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Due \$7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807



Invoice

4724 Mike Colalillo Drive
 Duluth, MN. 55807
 Ph: 218-722-5867 Fax: 218-722-0209

Date	Invoice #
7/28/2022	ISD -rent-201

Bill To:
 ATTN: Accounts Payable
 ISD 709 Early Childhood Screening

reoccurring monthly rental payment
 July 1, 2022 - June 30, 2023
 Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Due \$1,000.00

PLEASE REMIT PAYMENT TO: UDAC
 4724 Mike Colalillo Drive
 Duluth, MN. 55807