

**FIRST AMENDMENT TO
THE SUBRECIPIENT AGREEMENT BETWEEN CITY OF MINOT (GRANTEE) AND
DAKOTA COLLEGE AT BOTTINEAU (SUBRECIPIENT)
FOR THE NATIONAL DISASTER RESILIENCE PROGRAM**

THIS FIRST AMENDMENT to the Subrecipient Agreement between the City of Minot (Grantee) and Dakota College at Bottineau (the Subrecipient) for National Disaster Resilience Program funding for the development and administration of the Center for Technical Education (CTE) is made and entered into effective as of 20 day of December, 2021 (the "Amendment Effective Date"), by and between the Grantee and Subrecipient (each a "Party" and collectively "the Parties").

WHEREAS, the City and Subrecipient entered into a Subrecipient Agreement (the "Agreement") to use National Disaster Resilience Program funding for the development and administration of the Center for Technical Education (CTE) on November 1, 2021; and

WHEREAS, the Parties desire to now amend the Agreement in the manner reflected herein to update the contract effective date. Both parties were eligible to enter into contract as of effective date of a signed lease agreement between Minot State University Development Foundation and Dakota College at Bottineau which was October 20, 2021. Due to logistical complications, the Agreement was signed at a later date causing the effective date to be delayed; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

1. The first paragraph on Page 1 of the Agreement is hereby deleted and replaced in its entirety with the following:

THIS AGREEMENT is entered into this 21st day of October, 2021 by and between the City of Minot (the "Grantee") and Dakota College at Bottineau (the "Subrecipient") for the development and administration of the Center for Technical Education (CTE).

2. The fourth paragraph of Section I (Recitals) is hereby deleted and replaced in its entirety with the following:

WHEREAS, the Subrecipient has legal authority to enter into this agreement, and the Subrecipient's governing body has duly authorized this Subrecipient Agreement, authorizing the Subrecipient to enter into this agreement with the Grantee, and by signing this agreement, to assure the Grantee that it will comply with all the requirements of the subaward described herein; and

3. Paragraph F on Page 4 of the Agreement is hereby deleted and replaced in its entirety with the following:

F. Period of Performance

The period of performance for all capital expenditure activities including equipment purchases being funded under this agreement through CDBG-NDR shall commence on the contract date of October 21, 2021 and shall be completed by May 30, 2023 except for those activities required for closeout.

4. The last paragraph of the agreement (page 21 immediately preceding signatures) is hereby deleted and replaced in its entirety with the following:

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Contract for Subrecipient Assistance, which shall be effective on October 21, 2021.

5. This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.
6. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

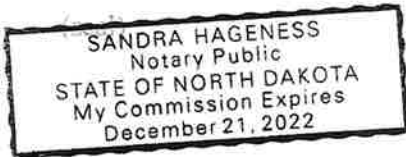
IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the Amendment Effective Date.

DAKOTA COLLEGE AT BOTTINEAU

Jerry Nigler

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Bottineau)

On this 20 day of December, 2021 before me personally appeared Jerry Nigler, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.



Sandra Hageness

Sandra Hageness
Notary Public, Bottineau County,
North Dakota.

My Commission Expires: 12-21-2022

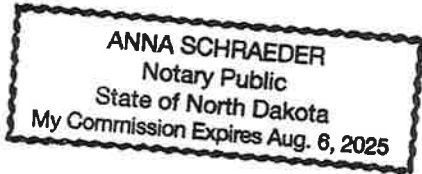
City of Minot

Shawn Sipma
Shawn Sipma

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this 23 day of December, 2021 before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Anna Schraeder
Anna Schraeder

Notary Public, WARD County,
North Dakota.

My Commission Expires: August 6, 2025