

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN
CITY OF SAINT PAUL AND MAGNOLIA BLOSSOM CRUISES, LLC

This FIRST AMENDMENT to the May 24, 2019 Agreement between the City of Saint Paul, through its Department of Parks and Recreation (“City”) and Magnolia Blossom Cruises, LLC (“Licensee”) is entered into this ___ day of October 2020.

WHEREAS, the City and Licensee entered into an Agreement on May 24, 2019 to locate and operate the riverboat Magnolia Blossom at Watergate Marina which terminates on December 31, 2020; and

WHEREAS, that agreement requires Licensee to pay the City a \$6,000 annual License Fee; and

WHEREAS, Minnesota’s Emergency Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19 severely impacted Licensee’s operations; and

WHEREAS, Licensee wishes to amend the Agreement to allow for a one-year term extension and a partial reallocation of the 2020 License Fee payment to City; and

WHEREAS, the City believes that there is a benefit to the public of supporting this unique Saint Paul business during the challenge of the COVID-19 pandemic by amending the Agreement to help ensure that it can continue to serve the Saint Paul community into the future.

Now, therefore, Licensee and City agree to amend the May 24, 2019 Agreement as follows:

1. Paragraph 1 is amended to read:

1. License: The Department hereby grants a license allowing Magnolia Blossom to locate and operate the river boat Magnolia Blossom at the Watergate Marina for a single two- year term January 1, 2019 through December 31, 2021.

2. Paragraph 2 is amended to read:

2. License fee: Magnolia Blossom agrees to pay the City an annual licensing fee, in the amounts and by the dates set forth below:

January 1, 2019:	\$6,000.00
January 1, 2020:	\$1,500.00
January 1, 2021	\$6,000.00

\$4,500 of the original \$6,000 2020 License Fee which Licensee already paid will be credited to the 2021 payment.

3. A new Paragraph 14 is added to read:

14. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement.

4. All other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

For the City of Saint Paul:

For Magnolia Blossom Cruises

Mayor's Office

By _____

Its _____

Director, Parks and Recreation

Director, Finance

Approved as to Form:

Assistant City Attorney