

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN  
CITY OF SAINT PAUL AND PADEFORD PACKET BOAT COMPANY, INC

This FIRST AMENDMENT to the January 1, 2008 Agreement between the City of Saint Paul, through its Department of Parks and Recreation (“City”) and Padelford Packet Boat Company, Inc. (“Padelford”) is entered into this \_\_\_ day of May 2021.

WHEREAS, the City and Padelford entered into an Agreement on January 1, 2008 for the licensing of charter and excursion boats on the Mississippi and its tributaries which terminates on December 31, 2048; and

WHEREAS, that agreement requires Padelford pay the City five percent (5%) of gross receipts generated from its operations; 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 Padelford’s operations; and

WHEREAS, Padelford wishes to amend the Agreement to allow for a one-year reduction in payment to City.

Now, therefore, Padelford and City agree to amend as follows:

1. Section 2. **Payment:** In consideration of the License, Padelford agrees to pay City five percent (5%) of the gross receipts (excluding only state sales taxes on admissions) derived each month by Padelford from single admissions charges and private charter trips from passengers that board at Harriet Island. Such payments shall continue during the life of this License or any renewal thereof. In the event that the City approves other boarding/landing sites during the term of this License, Padelford shall pay the same percentage on those trips as well. Payments shall be made annually, by December 15th of each year.

For the 2020 calendar year only Padelford will pay the City two and a half percent (2.5%) of gross receipts.

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

**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. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an

electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement

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 Padelford

\_\_\_\_\_  
Mayor’s Office

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Director, Parks and Recreation

\_\_\_\_\_  
Director, Finance

Approved as to Form:

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