

FOURTH AMENDMENT TO SECOND AGREEMENT

THIS FOURTH AMENDMENT TO THE SECOND AGREEMENT (hereinafter referred to as the “Fourth Amendment”) is made effective this 1st day of January, 2022, by and between **THE CITY OF SAINT PAUL**, a Minnesota municipal corporation (hereafter the “City”), and the **SAINT PAUL RIVERCENTRE CONVENTION & VISITORS AUTHORITY**, a Minnesota non-profit corporation (hereinafter the “Authority”). The City and Authority each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the City and Authority entered into and are Parties to that certain Second Agreement dated January 1, 2009, as amended by that certain First Amendment effective December 31, 2011, that certain Second Amendment dated December 29, 2014, and that certain Third Amendment dated January 1, 2018 (collectively the “Agreement”); and

WHEREAS, the Term of the Agreement is currently set to expire on December 31, 2021; and

WHEREAS, the Parties desire to extend the Term of the Agreement for thirty-six (36) months and amend certain other terms of the Agreement in accordance with this Fourth Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Capitalized Terms. Terms capitalized in this Fourth Amendment, but not otherwise defined, have the meaning ascribed to them in the Agreement.

2. Term and Termination.

- a. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2.1 Term. The period during which the Authority shall provide services hereunder and during which the City shall purchase and pay for services in accordance with this Agreement shall continue for thirty-six (36) months (the “Term”), beginning on January 1, 2022 (the “Start Date”), and end on December 31, 2024, unless terminated sooner as provided in this Agreement.”

- b. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2.3 Optional Termination. December 31, 2023, shall be the “Optional Termination Date.” Each Party shall have the right to terminate this Agreement, without cause or penalty, by giving notice of such termination to the other Party at least one-hundred and eighty (180) days before the Optional Termination Date. The effective date of termination pursuant to this Section 2.3 shall be the later of the Optional Termination Date or the date upon which the City has both legally and effectively transferred the services provided for under this Agreement to an entity other than the Authority.”

3. Counterparts. this Fourth Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

4. Electronic Signatures and Documents. The Parties agree that the electronic signature of a Party to this Fourth Amendment shall be as valid as an original signature of such Party and shall be effective to bind such party to this Fourth Amendment. The Parties further agree that any document (including this Fourth Amendment and any attachments or exhibits to this Fourth Amendment) 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 Fourth Amendment.

5. Miscellaneous. Except as modified in this Fourth Amendment, all terms and conditions of the Agreement, as amended, remain in full force and effect.

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SIGNATURE PAGE TO FOURTH AMENDMENT TO SECOND AGREEMENT

IN WITNESS WHEREOF, the City and the Authority have executed this Fourth Amendment and caused it to be effective the day and year first above written.

**SAINT PAUL RIVERCENTRE
CONVENTION AND VISITORS
AUTHORITY**, a Minnesota non-profit
Corporation

By: _____
Its: President & CEO

CITY OF SAINT PAUL, a Minnesota
Municipal Corporation

By: _____
Its: Mayor/Deputy Mayor

By: _____
Its: Director, Office of Financial Services

By: _____
Its: Director, Department of Human Rights
and Equal Economic Opportunity

Approved as to form

By: _____
Assistant City Attorney