

FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT

WHEREAS, the NORTHFIELD ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (the “EDA”), 801 Washington Street, Northfield, MN 55057, and the RIVERWALK MARKET FAIR, INC., a 501 c(3) nonprofit corporation under the laws of the State of Minnesota, 107 Sixth Street West, Northfield, MN 55057 (“CONSULTANT”; collectively the “PARTIES”), are parties to that certain Consultant Service Contract dated February 25, 2021 (the “Contract”); and

WHEREAS, pursuant to Section VI.F. of the Contract, the PARTIES now desire to amend the Agreement as hereinafter provided.

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

1. Section III.A. Exhibit 1, Scope of Services and Functions and Fee Schedule, is hereby replaced in its entirety with the following:

EXHIBIT 1

SERVICES, FUNCTIONS AND SCHEDULE OF FEES

CONSULTANT agrees to perform the following services and functions and the EDA agrees to compensate CONSULTANT in the amounts listed below:

Total 2021 fees \$10,000 base amount with the possibility of matching up to \$3,000 additional.

Total 2022 fees \$15,000 base amount with the possibility of matching up to \$5,000 additional.

Fees shall be paid by EDA to CONSULTANT following the submission of the reports according to the reporting periods listed below. Fifty (50) percent of the base fee will be paid following the first report, and the remaining fifty (50) percent will be paid following the second report. In order to receive payment up to the amount specified herein for each year of this Contract, CONSULTANT shall provide the services listed below and shall additionally provide to EDA an itemized list of funds collected by CONSULTANT through CONSULTANT’s efforts to increase revenues from the prior year to receive matching funds. The amount paid by EDA for 2021 under this Contract shall be fixed at \$10,000 with the possibility for additional funding up to \$3,000 based on a one-to-one match such that for every dollar in fees to be paid by EDA to CONSULTANT, CONSULTANT must have collected matching funds through CONSULTANT’s efforts to increase revenues by \$3,000 from the prior year. Due to the COVID-19 pandemic occurring throughout 2020, the EDA will accept 2019 revenues as the comparison for prior year to receive matching funds in 2021. The amount paid by EDA for 2022 under this Contract shall be fixed at \$15,000 with the possibility for additional funding up to \$5,000 based on a one-to-one match such that for every dollar in fees to be paid by EDA to CONSULTANT, CONSULTANT must have collected matching funds through CONSULTANT’s efforts to increase revenues by \$5,000 from the prior year.

SERVICES AND REPORTING

CONSULTANT shall promote economic development and tourism in the City of Northfield (City) by creating a regional market destination, program and venue to showcase:

1. local entrepreneurial visual artists;
2. local small growers and producers;
3. local food artisans;
4. local accomplished musicians; and
5. the riverwalk and historic downtown and local businesses.

CONSULTANT agrees to present an end of season report in September of each year and a start of season report in February of each year to the EDA. Reports should contain:

1. Existing year budget, including a Revenue/Expense report;
2. Update on collaborations with other organizations for business planning, survey work, and additional financial assistance;
3. Update on sustainability plans; and
4. Update on reports of revenue from organizations other than the EDA.

SPECIAL PROVISIONS PERTAINING TO COVID-19 REGULATIONS

In the case of a possible resurgence of the coronavirus that would require additional State mandates to close public gatherings and events, the EDA and CONSULTANT agree that the EDA reserves the right to withhold fifty (50) percent of fees from the CONSULTANT for that calendar year should the market be closed for a period of sixty (60) consecutive days or more.

3. Ratification. Except as provided herein, all provisions of the Contract are ratified and confirmed by both Parties. Except as otherwise provided in this First Amendment, all provisions of the Contract shall remain in full force and effect, and in the event of any inconsistency or conflict between this First Amendment and the Contract, the Contract shall govern.
4. Recitals. The recitals hereto are hereby made a part hereof.
5. Execution. This First Amendment may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the latest date affixed to the signatures hereto.

CONSULTANT: RIVERWALK MARKET FAIR

By: April M. Kopack Date: 5-13-22
April Kopack, Its Manager

NORTHFIELD ECONOMIC DEVELOPMENT AUTHORITY

By: [Signature] Date: 04.28.2022
Enoch Blazis, Its President

By: [Signature] Date: 4/28/2022
Mike Strobel, Its Vice President