

**Addendum to
Contract for Services Between Le Sueur County and NextStage
for the
Le Sueur County Business Assistance Program**

THIS ADDENDUM, is made and entered into as of the 8 day of September , 2020, between **Le Sueur County** (herein called "COUNTY"), **The City of Cleveland** (herein called "CITY"), and **NextStage**, (herein called "NEXTSTAGE").

WHEREAS, COUNTY has retained NEXTSTAGE to administer **The Le Sueur County Small Business Assistance Program** (the "Initiative"), a Grant program for the purpose of assisting businesses in the geographic boundaries of Le Sueur County as they recover from challenges related to the COVID19 emergency, and Governor's Executive Orders 20-04 and 20-08;

WHEREAS, CITY wishes to contribute \$40,000 to the Initiative for the purpose of making additional grants to be distributed and administered in a substantially similar manner as defined in the **Scope of Service**, but available exclusively to eligible business applicants located within the geographic boundaries of the City of Cleveland; and

WHEREAS, NEXTSTAGE has represented itself as competent to provide the services required to administer and carry out the Initiative;

NOW THEREFORE, it is agreed between the parties hereto that;

SCOPE OF SERVICES

On Behalf of the CITY, NEXTSTAGE will launch and administer the Initiative in accordance with the program guidelines in Exhibit A. As administrator, NEXTSTAGE shall be responsible for managing all aspects of the Initiative, including -- but not limited to:

- Utilizing available applications from the COUNTY pool, manage an impartial selection process to determine awardees,
- Gather and review relevant documents from selected applicants to reasonably determine eligibility,
- Generate and Execute Grant Agreements on behalf of the CITY for selected Awardees
- Distribute Grant funding to approved businesses.
- Conduct audits of a portion of grant recipients to document eligible use of grant proceeds.
- Provide program reporting to CITY on applicant pool make-up, awardees, denied applications, and expense audit results.

NEXTSTAGE shall exercise appropriate Due Diligence in the determination of program participant's eligibility for funding based on the guidelines provided by the CITY, and in compliance with requirements of the CARES act, but assumes no risk on behalf of the CITY or program participants; NEXTSTAGE shall not be financial liable to the CITY for any program funds issued under program guidelines to a business later deemed to be ineligible.

CITY REPORTING

NEXTSTAGE shall submit to the CITY Final Program reports which shall include at least the following:

- An Application Report detailing total number of Program applicants, and a summary of non-identifying data points captured in the application process (such as business city, and number of employees).
- A Funding Report detailing the Business Name and Location of each Grant Recipient.
- An Ineligibility Report identifying the number of Denied Applications and identified reason for ineligibility.
- An Audit Report summarizing the finding of the Audits of Eligible Grant Expenses.

COMPENSATION

CITY shall compensate NEXTSTAGE to manage the Initiative based on the Fee schedule below (the Administration Fee).

NOTICES

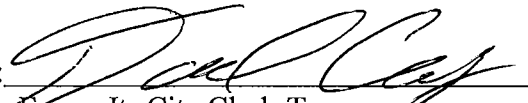
A notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally as defined in the original contract, or;

- (a) In the case of CITY, is addressed or delivered personally to:

City of Cleveland, 205 4th Street, PO Box 309, Cleveland, MN 56017

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

City of Cleveland

By: 
Dan Evans, Its City Clerk-Treasurer

Le Sueur County

By: _____, Its

NextStage

By: _____
Lee Hall, Its Chief Executive Officer