

EXTENSION OF AND FIRST AMENDMENT TO NORTHFIELD COMMUNITY RESOURCE CENTER MANAGEMENT SERVICES AGREEMENT

WHEREAS, the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Ave, Northfield, MN 55057, (“CITY”), and NCRC CORP., a Minnesota nonprofit corporation, 1651 Jefferson Parkway, Northfield, MN 55057, (“NCRC”), originally entered into a Management Services Agreement (the “Agreement”) concerning the Northfield Community Resource Center (the “Facility”), located at 1651 Jefferson Parkway, Northfield, MN 55057, on April 30, 2014; (collectively hereinafter referred to as the “Parties”); and

WHEREAS, the initial term of the Agreement is set to expire December 31, 2016; and

WHEREAS, the Agreement provides for one-year extensions in section 2.3 thereof upon 120-days written notice by one Party and acceptance thereof by the other Party; and

WHEREAS, the Parties inadvertently did not provide timely notice of extension in accordance with the Agreement; and

WHEREAS, while the Agreement otherwise expires by its operation December 31, 2016, the Parties now desire to extend the Agreement for an additional year as hereinafter provided; and

WHEREAS, additionally, the CITY desires to amend the Agreement to provide for CITY exclusive use of Room 103 at the Facility for elections as hereinafter provided.

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

1. Extension. Notwithstanding Section 2.3 of the Agreement, the Agreement is hereby extended from its expiration date of December 31, 2016 until December 31, 2017.
2. Elections. Notwithstanding any provision of the Agreement, CITY shall have exclusive use of Room 103 at the Facility on those dates schedule yearly to conduct elections, including sufficient time of use in the CITY’s judgment for set up of elections, conducting elections, and tear down following conclusion of elections. NCRC shall work with the City Clerk and the Facility Manager to schedule Room 103 accordingly for CITY use for such elections. Use of Room 103 by CITY for elections shall be at no cost to CITY.
3. Ratification. Except as provided herein, all provisions of the Agreement are ratified and confirmed by both Parties.
4. Execution. This Extension and 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.

[Remainder of this page left intentionally blank]

[Signature page to Extension of and First Amendment to Northfield Community Resource Center Management Services Agreement]

IN WITNESS WHEREOF, the Parties have hereunto executed this document effective on the date of the last signatory hereto.

NCRC CORP.

By: _____
_____, Its _____

Date: _____

[Signature page to Extension of and First Amendment to Northfield Community Resource Center Management Services Agreement]

IN WITNESS WHEREOF, the Parties have hereunto executed this document effective on the date of the last signatory hereto.

CITY OF NORTHFIELD

By: _____
Dana Graham, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____