

## FIRST AMENDMENT TO JOINT POWERS AGREEMENT

WHEREAS, the City of Northfield (“Northfield”), the City of Dundas (“Dundas”), and the Northfield Rural Fire Protection District (“Rural Fire”), (collectively the “Parties”), pursuant to Minnesota Statutes, section 471.59, are parties to a joint powers agreement, dated April 1, 2014 (the “Agreement”), to operate and provide fire protection and rescue services to their respective residents through a joint fire department called the “Northfield Area Fire And Rescue Service” (“NAFRS”); and

WHEREAS, NAFRS is operated and managed by a joint powers board (“NAFRS Board”); and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

1. Paragraph 17.a. of the Agreement is amended as follows (deleted material is crossed out; new material is underlined):
  - a. **Existing Land and Buildings.** Northfield owns a fire station and land upon which it sits located at 300 W. 5<sup>th</sup> St., Northfield (the “Fire Station”), which prior to the establishment of the NAFRS was used by the City of Northfield Fire Department. ~~On the Effective Date, the Fire Station shall become the initial fire station of the NAFRS. Northfield shall remain the owner of the Fire Station and the real property upon which it is located at all times during the term of this Agreement, unless the governing body of Northfield determines in its discretion to sell the Fire Station and the real property upon which it is located.~~ Northfield shall execute a Fire Station Lease Agreement (the “lease”) with NAFRS leasing the above-referenced land and building to NAFRS for the use thereof by NAFRS for amounts to be paid by NAFRS Twenty Thousand Dollars (\$20,000.00) per year ~~rent~~ (the “rent”) as contained in the lease and in accordance with those other terms and conditions contained in the lease for the use thereof by NAFRS and paid by NAFRS to Northfield. ~~The lease can be reviewed in 10 years at the request of any of the Parties upon 90 days written notice and every 5 years thereafter.~~ Northfield shall remain the owner of the Fire Station and the real property upon which it is located at all times during the term of the lease. Any maintenance, alterations or improvements to the Fire Station shall be the financial responsibility of the NAFRS, and the NAFRS shall be responsible for managing and overseeing such maintenance, alterations or improvements. ~~Notwithstanding the foregoing, the lease term shall be for a period ending upon the dissolution of the NAFRS, the NAFRS moves to a new NAFRS fire station, or the withdrawal of Northfield from the NAFRS, whichever comes first. The rent shall be included in the NAFRS~~

~~budget. Any leasehold improvements to the Fire Station or real property upon which it is located shall remain the property of Northfield and no compensation shall be paid to the NAFRS when and if the NAFRS vacates the Fire Station.~~

~~In the event the Fire Station and/or real property upon which it is located is sold by Northfield, NAFRS shall not receive any of the proceeds from the sale, unless the governing body of Northfield determines otherwise.~~

*[Signature pages to follow]*

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, have caused this First Amendment to the Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014, to be executed effective as of the date of the last signatory hereto.

**CITY OF NORTHFIELD**

\_\_\_\_\_  
Rhonda Pownell, Its Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Deb Little, Its City Clerk

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, have caused this First Amendment to the Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014, to be executed effective as of the date of the last signatory hereto.

**CITY OF DUNDAS**

\_\_\_\_\_  
Glenn Switzer, Its Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
John McCarthy, Its City Administrator

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, have caused this First Amendment to the Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014, to be executed effective as of the date of the last signatory hereto.

**RURAL FIRE**

\_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_