

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN NORTHFIELD HOSPITAL & CLINICS  
AND CITY OF NORTHFIELD  
REGARDING DONATION FOR RECREATION PROGRAM PURPOSES**

This First Amendment sets forth additional terms to the Agreement between Northfield Hospital & Clinics and the City of Northfield dated May 2, 2016, as follows:

1. Paragraph 1 ("DONATION BY HOSPITAL") is amended by replacing subparagraph (a) with the following:
  - a. The Hospital shall pay to the City a sum not to exceed \$339,216.00, which shall be paid in six equal installments, on May 1 and November 1 of 2017, 2018 and 2019, for purposes of funding the Recreation Program for the program years that run from July 1, 2016 through June 30, 2019 (the Program Years).

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives pursuant to authority granted by their respective governing bodies, effective as of the last signature date below.

**NORTHFIELD HOSPITAL & CLINICS**

By: Steve Underdahl  
Steve Underdahl  
Its President and CEO

Dated: 11-9, 2016

**CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Dana Graham  
Its Mayor

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Deb Little  
Its City Clerk

Dated: \_\_\_\_\_, 2016

**AGREEMENT BETWEEN NORTHFIELD HOSPITAL & CLINICS  
AND CITY OF NORTHFIELD  
REGARDING DONATION FOR RECREATION PROGRAM PURPOSES**

This Agreement is made as of the 4<sup>th</sup> day of May, 2016, by and between Northfield Hospital & Clinics, an instrumentality of the City of Northfield (the Hospital), and the City of Northfield, a Minnesota municipal corporation (the City).

WITNESSETH THAT:

WHEREAS, the City and Independent School District #659 (the ISD) periodically enter into agreements relating to the City of Northfield / Community Services Recreation Program, and it is expected that the City will enter into a Recreation Program Agreement or RPA with the ISD for the program year that runs from July 1, 2016 through June 30, 2017 (the Program Year); and

WHEREAS, under the RPA, the City and the ISD cooperate in providing a recreation program within their geographic boundaries (the Recreation Program), with each party providing certain funding, facilities and services; and

WHEREAS, the Hospital Board has approved the donation of certain funds to support the health of the youth of the Northfield community, as part of the Hospital's mission to promote public health in communities served by the Hospital, on the terms and conditions stated below.

NOW, THEREFORE, the parties hereby agree as follows:

**1. DONATION BY HOSPITAL.**

- a. The Hospital shall pay to the City a sum not to exceed \$113,072, which shall be paid in two equal installments, one on May 1, 2017 and one on November 1, 2017, for purposes of funding the Recreation Program for the program year that runs from July 1, 2016 through June 30, 2017 (the Program Year). (This donation is an expensed and accrued liability for Hospital's fiscal year ending December 31, 2016.)
- b. The amount paid by the Hospital to the City shall not exceed the amount actually paid by the City to the ISD under the RPA for the Program Year. The City shall promptly provide to the Hospital a copy of the cancelled checks or other documentation of each payment by the City to the ISD for the Program Year and no payment by the Hospital shall be made until such documentation has been provided.

- c. All amounts paid by the Hospital to the City shall be deposited and kept in a separate account, or shall at a minimum be accounted for separately by the City (using a separate and distinctly identifiable general ledger account on the balance sheet of the City's books), until paid to the ISD, and shall be restricted to be used only for purposes of funding the Recreation Program as provided in the RPA during the Program Year.
  - d. The City shall be solely responsible for any other financial obligations assigned to the City in the RPA.
- 2. **OBLIGATIONS OF THE CITY.** The City shall comply with the provisions of section 1 above which apply to the City, shall report to the Hospital at the end of the Program Year, and at other times upon request by the Hospital, regardless of the status of the donated funds, and shall allow representatives of the Hospital upon request, to review all records and reports regarding all aspects of the Recreation Program and the RPA, including but not limited to proposed and final annual budgets, financial statements and other records and reports. The City shall ensure that the ISD uses the funds donated by the Hospital only for purposes authorized by the RPA during the Program Year and, to the extent that records and reports pertaining to the use of the funds are in the possession or control of the ISD and not the City, the City shall ensure that representatives of the Hospital, upon request, are allowed to review all records and reports of the ISD regarding all aspects of the Recreation Program and the RPA. The Hospital's obligation to make payments as provided in section 1 above are conditioned upon the City's compliance with its review and reporting obligations under this section.
- 3. **ADVISORY ROLE OF HOSPITAL.** The Hospital may appoint a representative to be its liaison to the ISD's Community Services Advisory Council, the School Board, the City's Park and Recreation Advisory Board, the City Council, and/or any ISD or City staff people involved in the Recreation Program and performance of the RPA, and those groups and persons shall facilitate the Hospital representative's awareness of all aspects of the Recreation Program and the performance of the RPA. The Hospital liaison will not be considered a member of any of the groups identified in this paragraph or have any decision-making rights with them, but those groups and persons shall take into account the comments and concerns of the Hospital regarding the Recreation Program and performance of the RPA.
- 4. **ACKNOWLEDGEMENT OF HOSPITAL'S DONATION.** Recognition of the Hospital's donation to the Recreation Program shall be cited at a minimum in the following materials, both printed and online: Community Services program brochure, adult league schedules, and all advertising thanking sponsors of the Recreation Program.

5. **NO EFFECT ON RPA EXCEPT AS STATED.** Except as this Agreement may specifically affect the RPA, the RPA will continue in full force and effect as stated therein. Specifically, but not by way of limitation:

- a. The City and the ISD are solely responsible for the Recreation Program and the administration thereof as may be provided in the RPA.
- b. The hospital shall have no responsibility for the Recreation Program nor for performance of the RPA, apart from the funding obligation undertaken hereby.
- c. The City shall defend, indemnify and hold the Hospital, its officers, employees and agents, harmless from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the City or the ISD or any of their officers, employees, agents, contractors, subcontractors or volunteers, with respect to the City's or the ISD's performance of their respective obligations under the RPA.

6. **REFUND OF DONATED FUNDS.** If for any reason the funds donated by the Hospital hereunder are not used for purposes of the RPA by the City or the ISD during the Program Year, any unused funds shall be refunded by the City to the Hospital.

7. **TERMINATION OF AGREEMENT.** This Agreement shall terminate upon payment in full of the specified donations by the Hospital, or upon termination of the RPA, whichever comes first, subject to the survival clause below and the other terms hereof. The City shall promptly notify the Hospital in writing in the event of early termination of the RPA.

8. **GENERAL TERMS.**

- a. **Authorized Signatories.** The parties represent and warrant that the persons signing this Agreement are duly authorized signatories for the entities they represent and that all necessary approvals, actions or ratifications have been obtained for the full enforceability of this Agreement with respect to each entity.
- b. **Notices.** The parties' representatives for notification purposes under this Agreement are as follows, unless otherwise directed by a party in writing hereafter:

HOSPITAL: Steve Underdahl  
President and CEO  
Northfield Hospital & Clinics  
2000 North Avenue

Northfield, MN 55057  
(507) 646-1001  
[underdahlis@northfieldhospital.org](mailto:underdahlis@northfieldhospital.org)

CITY: Dana Graham  
Mayor  
801 Washington St.  
Northfield, MN 55057  
(507) 645-3009  
[dana.graham@ci.northfield.mn.us](mailto:dana.graham@ci.northfield.mn.us)

- c. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- d. Modifications. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
- e. Records. Pursuant to Minn. Stat. §16C.05, Subd. 5, the City agrees that the Hospital shall have access to and the right to examine, audit, excerpt, and transcribe the books, records, documents and accounting procedures and practices of the City and of the ISD which are relevant to the RPA, this Agreement, and transactions pertaining thereto, for a period of at least six years, and that all such records shall be retained for a period of at least six years after the termination of this Agreement.
- f. Compliance and Laws. The parties shall abide by all federal, state and local laws and regulations now in effect or hereinafter adopted pertaining this Agreement, the RPA, and the Recreation Program.
- g. Governing Law. The interpretation and construction of this Agreement shall be governed by the laws of the State of Minnesota.
- h. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. §13.01, *et seq.*
- i. No Waiver. Any waiver of a term of this Agreement shall not be binding unless made in writing and properly executed by the waiving party. Any failure to insist upon strict performance of any term of this Agreement or any failure to exercise any right conferred hereby shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement.

- j. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- k. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between the parties regarding the subject matter hereof and all discussions and negotiations shall be deemed merged in this Agreement.
- l. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement or to affect the interpretation or validity of this Agreement.
- m. Survival. All covenants, indemnities, representations and warranties by any party to this Agreement, and any undischarged obligations of any party arising prior to the termination of this Agreement, shall survive such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives pursuant to authority granted by their respective governing bodies, effective as of the date first above written.

NORTHFIELD HOSPITAL & CLINICS

By: Steve Underdahl  
Steve Underdahl  
Its President and CEO

Dated: May 4, 2016

CITY OF NORTHFIELD

By: \_\_\_\_\_  
Dana Graham  
Its Mayor

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Deb Little  
Its City Clerk

Dated: \_\_\_\_\_, 2016