

## **EXTENSION OF AND FIFTH 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 was to expire December 31, 2016, but was extended to December 31, 2017 by the Extension of and First Amendment to Northfield Community Resource Center Management Services Agreement, dated December 6, 2016 (the “First Amendment”); and

WHEREAS, the first extended term of the Agreement was to expire December 31, 2017, but was extended to December 31, 2018 by the Extension of and Second Amendment to Northfield Community Resource Center Management Services Agreement, dated December 12, 2017 (the “Second Amendment”); and

WHEREAS, the second extended term of the Agreement was to expire December 31, 2018, but was extended to December 31, 2019 by the Extension of and Third Amendment to Northfield Community Resource Center Management Services Agreement, dated December 11, 2018 (the “Third Amendment”); and

WHEREAS, the third extended term of the Agreement was to expire December 31, 2019, but was extended to December 31, 2020 by the Extension of and Fourth Amendment to Northfield Community Resource Center Management Services Agreement, dated December 3, 2019 (the “Fourth Amendment”); and

WHEREAS, the Agreement provides for additional 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 in accordance with the Fourth Amendment on December 31, 2020, the Parties now desire to extend the Agreement and Fourth Amendment for an additional year 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 and the First, Second, Third, and Fourth Amendments, the Agreement and Fourth Amendment are hereby extended from the expiration date of December 31, 2020 as provided in the Fourth Amendment until December 31, 2021.

2. Ratification. Except as provided herein, all provisions of the Agreement and First, Second, Third and Fourth Amendments are ratified and confirmed by both Parties.
3. Execution. This Extension and Fifth 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 Fifth 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 Fifth 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: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

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

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

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