

# EXHIBIT 1

## **FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND CONSTRUCTION OF PUBLIC REALM PRIVATE INFRASTRUCTURE RETAINING WALLS SUPPORTING MEDICAL ENTITY WEST REGIONAL EXCHANGE DISTRICT PROJECT**

This FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND CONSTRUCTION OF PUBLIC REALM PRIVATE INFRASTRUCTURE RETAINING WALLS SUPPORTING MEDICAL ENTITY WEST REGIONAL EXCHANGE DISTRICT PROJECT (the “First Amendment”) is entered into by and between the CITY OF DULUTH, a Minnesota municipal corporation (the “City”) and ST. MARY’S DULUTH CLINIC HEALTH SYSTEM, a Minnesota nonprofit corporation, on behalf of itself and its subsidiaries (“SMDC”).

WHEREAS, the Parties entered into an Agreement for Design and Construction of Public Realm Private Infrastructure Retaining Walls Supporting Medical Entity West Regional Exchange District Project dated April 10, 2024 (City Contract #24734) to design and construct the Project located on the Property (the “Original Agreement”). Capitalized terms used in this First Amendment, but not defined herein, shall have the meaning ascribed to them in the Original Agreement;

WHEREAS, the Original Agreement provided that the City is obligated to pay SMDC for Reimbursable Costs in connection with the Project in an amount not to exceed Three Million Four Hundred Seventy-three Thousand Five Hundred Seventy-eight and no/100s dollars (\$3,473,578.00) (the “Original Maximum Amount”);

WHEREAS, the total Reimbursable Costs have exceeded the Original Maximum Amount and the City and SMDC desire to amend the Original Agreement to increase the Original Maximum Amount.

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

1. Section 9.3 of the Original Agreement is amended and completely replaced with the following Section 9.3:

**9.3     Maximum Amounts**

*Notwithstanding anything in foregoing to the contrary, the maximum amounts which the City shall be obligated to pay to SMDC to reimburse for Reimbursable Costs incurred by SMDC in designing and construction of the Project shall not exceed Three Million Five Hundred Seventy-six Thousand Six Hundred Twenty-five and 46/100s dollars (\$3,576,625.46).*

2. Except as specifically amended pursuant to this First Amendment, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the City and SMDC have caused this First Amendment to be executed as shown below and effective as of the date of attestation thereto by the City Clerk.

CITY OF DULUTH

ST. MARY'S DULUTH CLINIC HEALTH  
SYSTEM, on behalf of itself and its  
subsidiaries

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney