

MANAGEMENT AGREEMENT BETWEEN
THE CITY OF SAINT PAUL AND
JK MOVEMENT

This Management Agreement (“Agreement”), entered into this ___ day of February, 2022, by and between the City of Saint Paul, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, ("City"), and JK Movement, a 501(c)(3) non-profit corporation ("JK Movement").

WHEREAS, the City is the owner of Jimmy Lee Recreation Center, ("Center") located at 1063 Iglehart Ave, Saint Paul, MN 55104; and

WHEREAS, JK Movement is a registered non-profit organization able to facilitate youth and adult programming in the recreation center building; and

WHEREAS, both parties wish to enter into an agreement for the management of programming of the Center, which will provide benefits to the community in the form of continued recreational opportunities;

Now, therefore, the parties agree as follows:

- 1) **Premises.** City hereby agrees to permit JK Movement to manage the Center, located at 1063 Iglehart Ave Saint Paul, Minnesota 55104, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Premises”).
- 2) **Term.**
 - a) **Effective.** This Agreement will become effective on the execution date and continue through December 31, 2026 (“Initial Term”) unless earlier terminated pursuant to Paragraph 13.
 - b) **Renewal.** By mutual assent of City and JK Movement, this Agreement may be renewed for one additional five-year term ("Renewal Term") contingent upon JK Movement satisfying all of the following requirements during the Initial Term. The Renewal Term shall be on the same terms and conditions as set forth in this agreement.
 - i) Secure at least \$100,000 in funding to be used for capital improvements of the Premises. JK Movement must report to the City annually, on or around January 1, on progress in securing funding sources. Examples of capital improvements may include, but are not limited to:
 - (1) Kitchen remodel or equipment upgrades.
 - (2) Bathroom remodel.
 - (3) Mechanical Systems including boilers and plumbing.
 - (4) Structural Systems including roofs and building envelopes.
 - (5) Architectural - Interior items including flooring and cabinetry.
 - (6) Safety and Security items including access controls.
 - ii) City and JK Movement must agree to monthly rent for the renewal period, as outlined in 4.a.

iii) Capital improvement plans must be approved by City in writing prior to work commencing and before contract renewal.

3) Use of Site.

- a) JK Movement shall staff, program and manage the Premises during the term of this Agreement and shall manage the staff and programs it provides at the facility. Public use of the building in the form of access to meeting rooms and recreation center restrooms will be maintained. At a minimum, restroom access must be made available during the hours JK Movement programs the facility. Access to meeting rooms must be made available during regular park hours, which are 8:00 a.m. to 11:00 p.m. JK Movement shall post its hours of operation in a location visible to the public.
- b) The Premises subject to this Agreement include only the building. All other use of the surrounding parkland will be subject to permission of the City. It is agreed that "Storage Room 27" remains subject to the exclusive use by the Jimmy Lee Boosters.

4) Payment.

- a) JK Movement shall pay \$4,500 rent per month for utility costs. City will send JK Movement an invoice for \$4,500 by the first of the month, with payment due within 30 days. City may charge interest of 1.5% per month on any amounts not paid by the due date.
- b) JK Movement shall, at the beginning of the term, provide \$5,000 to be placed in an account which will be used for capital repairs and maintenance (including, but not limited to, fire extinguisher testing, emergency lights testing, fire sprinkler inspection, fire alarm inspection and monitoring costs for fire) to the Center. For each subsequent year, a balance of \$5,000 is to be maintained in an account by January 1st for the same use. In the event that the full \$5,000 has not been used, the remainder will carry forward for the following year and JK Movement will contribute the difference between the balance and the annual \$5,000 amount. Capital repairs and maintenance are defined as those repairs or maintenance required to bring the premises back to its regular condition or to keep it operating at its present condition.

5) Maintenance and Repair.

- a) JK Movement is responsible for all interior maintenance, housekeeping, and minor repairs for the building at its own cost and will provide its own supplies. A list of maintenance responsibilities is attached as Exhibit B. If JK Movement fails to maintain or repair the premises, City may elect to perform such maintenance and repair and bill JK Movement for the costs.
- b) Any damages caused by the action of JK Movement, its employees, agents, or invitees will be the sole responsibility of JK Movement to pay for.
- c) The cost for repairs or replacements not covered in 5.A or 5.B will be distributed as follows:
 - i. JK Movement is responsible for the cost of all repairs up to a total of \$5,000. Payment will be made from the account established above for that purpose.
 - ii. The City will be responsible for repair costs once the account threshold has been met.

- iii. The City will conduct routine boiler inspections and perform required maintenance on the furnace at the Jimmy Lee Recreation Center. Repair costs for the boiler will be included in the costs to be shared as outlined above.
- d) JK Movement is responsible for putting trash and recycling in the dumpster and recycling bins provided by the City.
- f) The City will perform all grounds maintenance around the building. JK Movement must perform daily litter pickup outside the entrance to the Center.
- g) The City is responsible for all snow and ice removal on steps, walkways and parking lots when the snow accumulation is more than two (2) inches. Snow and ice removal is the responsibility of JK Movement if the accumulation is less than two (2) inches. JK Movement is responsible for clearing and shoveling the walk from the building's front door to the main sidewalk at the parking lot curb regardless of the amount of snowfall.

6) JK Movement Responsibilities.

- a) JK Movement is responsible for scheduling the interior space located at the Center for both its own programs and use by outside groups. When the space has been made available for use by the public, it is the responsibility of JK Movement to have staff onsite to open the building, prepare the space, and do any necessary clean up afterwards. The facility may only be used during regular park hours. Any use which extends past regular closing hours must have written permission of the Director.
- b) JK Movement may enter into agreements with other non-profit entities or individuals to provide recreation programming, or other programs which serve a public purpose. City reserves the right to approve such agreements in advance.
- c) JK Movement will complete electronic participant accident and incident report forms in any instance where accidents or incidents at the Center are reported to or witnessed by JK Movement representatives. Completed reports must be provided to the City within two working (2) days following the accident or incident, by U.S. mail, fax or a PDF scan attached to an email.
- d) JK Movement shall develop and maintain up-to-date, facility specific, Emergency Action Plans (EAP) and Safety Data Sheets (SDS), which must be consistent with the City plans. JK Movement must train facility staff and volunteers on use of the EAP and SDS.
- e) JK Movement must ensure that the recreation center, or a portion thereof, is open and properly staffed when site is designated as a public polling site. Such use will be free of charge.
- f) At least monthly, JK Movement shall provide the City with notification of all scheduled facility rentals and events use. At a minimum, notifications shall include the name of the group or individual responsible for the rental or event name, contact information, the date and time of the rental, and any additional services which might be required. If additional services such as garbage collection are required due to the event, JK Movement will be responsible for the cost of such services.

7) City Responsibilities.

- a) The City will perform all grounds maintenance around the building
- b) The City is responsible for all snow and ice removal on steps, walkways and parking lots when the snow accumulation is more than two (2) inches.

8) **Alterations.** JK Movement will not make any alterations to the Premises without the written consent of the City. If JK Movement desires to make any such alterations, an accurate description of the project shall first be submitted to the City in writing and such alterations shall be done at the expense of JK Movement. All such work shall be done under the City's supervision and any improvements will become the property of the City at the end of the agreement term. JK Movement agrees that any alterations must be done in a workmanlike manner and in conformance with all applicable law, regulations and building codes; that the structural integrity of any and all building systems will not be impaired and that no liens will be attached to the premises by reason thereof.

9) **Notices.** The City's representative for this agreement will be the Recreation Services Manager or his/her designee. The JK Movement representative for the purposes of this agreement is the Executive Director or his/her designee. Any notices or correspondence on this agreement should be sent to:

Saint Paul Parks and Recreation
400 City Hall Annex
25 W 4th Street
Saint Paul, MN 55102
Attn: Recreation Services Manager

JK Movement
PO Box 7844
Saint Paul, MN 55104
Attn: Executive Director

Notice may be given by personal service on City or JK Movement or by mail upon deposit in a United States mailbox, postage pre-paid, addressed to Saint Paul Parks and Recreation or to JK Movement at the above address.

10) **Indemnification.** JK Movement agrees to defend and indemnify the City and all its agents, officers and employees thereof from all claims, demands, actions, judgments, suits or causes of action of any nature or character, arising out of JK Movement use of the premises, except to the extent such claims may be caused by the negligence of the City. JK Movement must provide the City with notice of any injuries, claims, or suits submitted to them, within thirty (30) days of receipt of such notice, claim, or suit.

11) **Insurance.**

- a) The City will insure the recreation center building for fire and comprehensive property damage coverage. City will not charge JK Movement for the reimbursement cost per square foot of the insurance during the term of this six-month lease but may include such cost in any future leases. JK Movement will provide the following insurance during the term of the agreement:
 - i. JK Movement is responsible for the self-insurance of, or for the acquisition of Commercial Property insurance on its own personal property and the property of anyone using the facility.
 - ii. Comprehensive general liability insurance including blanket contractual liability coverage and personal injury liability coverage with a combined single limit of not less than \$1,500,000 per occurrence, or \$2,000,000 per occurrence shall be purchased by JK Movement. Such insurance must: i) name the City of Saint Paul as "additional

- insured"; ii) be primary with respect to the City's liability insurance or self-insurance; and iii) not exclude explosion, collapse, or underground property damage.
- iii. Worker' s Compensation insurance with not less than the statutory minimum limits, and employer' s liability insurance with minimum limits of at least \$100,000 per accident. Physical/sexual abuse coverage with limits no less than \$1,500,000 aggregate or \$500.000 per occurrence.
 - iv. JK Movement must supply to the City current insurance certificates for policies required in this agreement. The certificates must certify whether or not JK Movement has errors and omissions insurance coverage.
- b) Nothing in this agreement constitutes a waiver by the City of any statutory limits or immunities.

12) Non-Discrimination. JK Movement will not discriminate against any participant or employee wishing to participate in its programs or any person wishing to use the recreation center or its fields because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that participants are treated without the same during their participation in programs or use of the facility.

13) Right of Entry. At all times during the term of this agreement, the City retains ownership of the premises and has the right, by itself, its agents and employees, to enter into and upon the Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

14) Termination.

- a) Parties may mutually agree to terminate this Agreement at any time.
- b) If a party is claiming a material breach by the other party it may elect to terminate this Agreement by providing notice of such intent to terminate to the other party, stating the basis for the breach, and the amount of time the party has to cure. Failure to cure within the stated time will result in termination the day following the final cure date.
- c) Any of the following listed events will be considered a material breach by JK Movement for the purposes of termination:
 - i. Failure to maintain non-profit status. In the event that JK Movement fails to maintain its status as a non-profit organization or no longer offers recreational programming.
 - ii. Failure to pay utilities. In the event that JK Movement fails to pay utility bills and such failure results in heat, electricity, water, or gas being shut off.
 - iii. Lapse in insurance. In the event JK Movement fails to continuously maintain proper insurance as required by the Agreement and the lapse continues for a period of five days after receipt of written notice of such failure.
 - iv. Breach without cure. In the event JK Movement breaches any obligation under this Agreement and such breach continues for a period of 45 days or more after receipt of written notice of such breach.
 - v. Persistent or repeated breaches. In the event JK Movement has a pattern of persistent and repeated breaches, whether or not such breaches have been cured.

Breaches do not need to be of the same contract requirement in each case to establish a pattern of persistent and repeated breaches.

- vi. **Bankruptcy.** In the event that JK Movement files a voluntary petition in bankruptcy, insolvency or a petition for reorganization, or a receiver is appointed for a substantial portion of Manager's property, or an order or decree of bankruptcy, insolvency, or reorganization is issued.
 - d) It will be considered a material breach for the purposes of termination if the City repeatedly fails to perform its obligations under the Agreement,
 - e) At the termination of this Agreement the Premises shall be surrendered peacefully and returned to the City in the same condition as received, reasonable wear and tear notwithstanding.
- 15) **Amendments.** No amendments to this Agreement are effective without being reduced to writing and executed by both parties.
- 16) **Assignment.** This Agreement may not be assigned without the written consent of the other party, and any attempt to assign without such approval will render the Agreement void.
- 17) **Waiver.** Any fault of a party to assert any right under this Agreement will not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.
- 18) **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 19) **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.
- 20) **Entire Agreement.** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.
- 21) **Jurisdiction.** This agreement will be construed under the laws of the State of Minnesota and any dispute regarding the interpretation or enforcement shall be venued in the Ramsey County District Court.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties have set their hands the date first written above.

CITY OF SAINT PAUL

JK Movement

Director of Parks and Recreation

Executive Director

Director of Financial Services

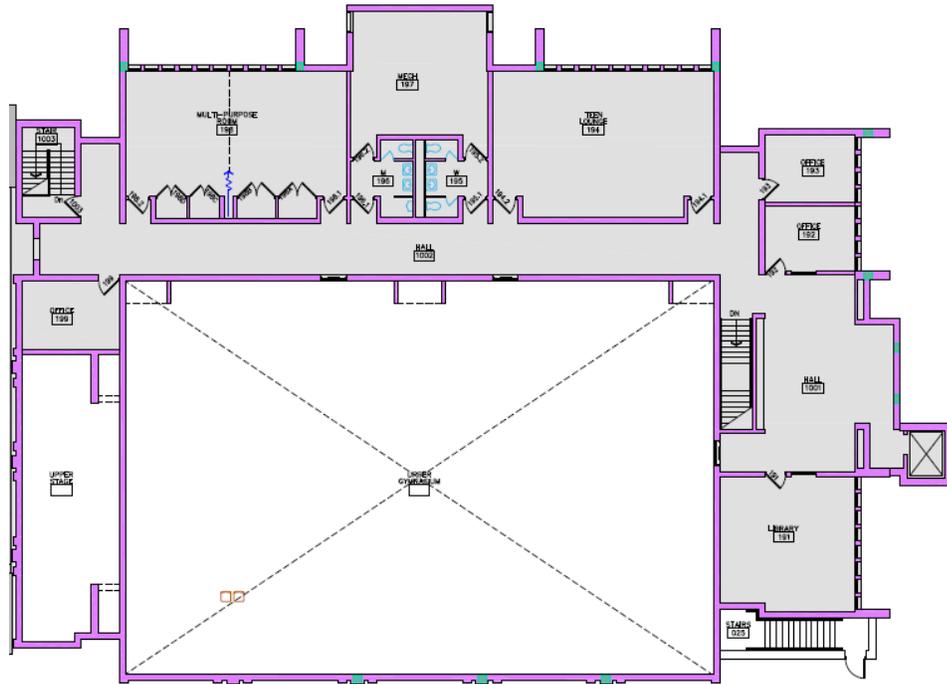
Board Finance Chair

Mayor or Deputy Mayor

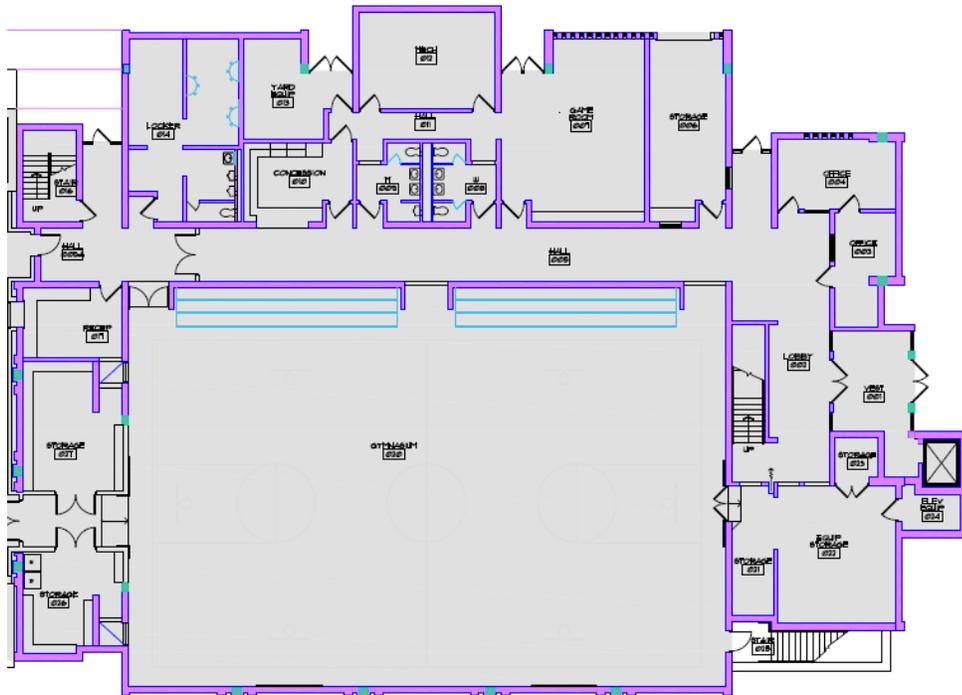
Approved as to Form

Assistant City Attorney

EXHIBIT A: Premises



UPPER-LEVEL PLAN



LOWER LEVEL PLAN

Exhibit B: Weekly Building Maintenance Chart

	MON	TUES	WED	THUR	FRI	SAT	SUN	Comments
Lobby Area's (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Restrooms (sweep/mop/disinfect)	X	X	X	X	X	X	X	MOP W/ DISINFECTANT
Office (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Meeting Room (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Conference Room(s) (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Kitchen (sweep/mop/disinfect)	X	X	X	X	X	X	X	MOP W/ DISINFECTANT
Multipurpose Room (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Computer Lab (vac/sweep/mop)	X		X		X		X	MOP W/ NEUTRAL CLEANER
Hallway(s) (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Drinking Fountains (disinfect)	X	X	X	X	X	X	X	DISINFECT DAILY
Gym Tile Floor (dust mop/wash)	X	X	X	X	X	X	X	FLOOR MACHINE W/NEUTRAL CLEANER
Gym Wood Floor (dust mop)	X	X	X	X	X	X	X	DAILY
Gym Wood Floor (wash)	X		X		X		X	FLOOR MACHINE 2-3 TIMES WEEKLY MINIMAL WATER + NEUTRAL CLEANER
Gymnasium (sweep edges, door jams)	X	X	X	X	X	X	X	DAILY
Sinks (disinfect)	X	X	X	X	X	X	X	DAILY
Break Room (vac/sweep/mop)	X	X	X	X	X	X	X	MOP W/ DISINFECTANT
Stairs and Stair Well (broom/vac/mop)	X	X	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Trash Removal	X	X	X	X	X	X	X	DAILY
Glass & Windows	X		X		X		X	AS NEEDED
Vents (dust/vac)								AS NEEDED
Window Ledges (dust)	X		X		X		X	AS NEEDED
Door Handles (disinfect)	X	X	X	X	X	X	X	DAILY
Elevators (vac/wash walls)	X		X		X		X	DISINFECT PANNEL DAILY