

# MANAGEMENT AGREEMENT

This Agreement is entered into \_\_\_\_\_, 2021 by and between the City of Saint Paul, a Minnesota municipal corporation ("CITY"), and Your Boat Club, a Minnesota corporation ("YBC").

WHEREAS, the CITY is the owner of public park land adjoining the Mississippi River commonly known as Crosby Farm Regional Park, within which Watergate Marina is located; and

WHEREAS, YBC responded to the Request-for-Proposal the City released in July 2021 for management of the Watergate Marina; and

WHEREAS, YBC is an experienced marina operator with a reputation for excellent customer service and operations; and

WHEREAS, YBC is eager to provide the same services that have historically been available at Watergate Marina; Now, therefore, parties agree as follows:

## 1. TERM

- a. This Management Agreement will become effective on January 1, 2022 and continue until December 31, 2025, unless earlier terminated pursuant to Article 11. All boats must be removed from the water by the expiration of this agreement unless prior written approval is given by CITY.
- b. By mutual consent of City and YBC, this Agreement may be renewed for up to three additional one-year terms.

## 2. MARINA PROPERTY DEFINED

- a. The Watergate Marina property ("Property") abuts the Mississippi River at a location commonly known as Crosby Farm Regional Park. The Property is indicated by a yellow line on attached Exhibit A.
- b. All other adjacent parklands other than those defined as Watergate Marina property remain under the sole control and jurisdiction of the CITY and are not governed in any way, implied or otherwise, by the terms of this Agreement.
- c. This management agreement does not include any freestanding buildings on the property.

## 3. OPERATION & MANAGEMENT

- a. YBC will operate and manage the public marina at the Property; and may engage in normal activities which are incidental to the operation of the marina and will receive all income derived from such operation, with the exception of a License Agreement between the City and Magnolia Blossom Cruises.
- b. YBC will staff Watergate Marina for regular hours that must be posted at the facility. During boating season (May 1-October 31), Watergate Marina will be staffed at a minimum during the following days and times:

Boating Season Hours	
Monday-Friday	9:00 a.m. -7:00 p.m.
Saturday-Sunday	8:00 a.m. - 8:00 p.m.
Non-Boating Season Hours	
	By Appointment

- c. On-site Manager. YBC will provide an on-site manager at Managed Area. Such manager shall be made know to City and will be on-site at the Managed Area for a minimum average of forty hours weekly during the summer season.
- d. YBC is permitted to have access to Watergate facility outside of public hours, for security purposes. For this purpose, YBC is granted full access to the premises at all times, except as specifically stated otherwise herein.
- e. YBC will operate and staff the gas dock and pump out during the term of this Agreement.
- f. YBC will offer boat dockage, launching, and boat/trailer storage services, rates for which will be annually submitted to the CITY for approval before boating season.
- g. YBC will annually submit its standard lease and storage customer agreements to the CITY for approval before boating season.
- h. YBC may choose to provide marine repair service and/or offer marine parts for retail sale.
- i. YBC may act as a boat dealership and offer boats for public sale. The CITY, at its sole discretion, has the right to limit the number of and the location of boats that may be on the Property for this purpose at any one time.
- j. YBC may offer boats and marine equipment for rental.
- k. YBC may not engage in any business or enterprise that is not permitted in this Management Agreement, including but not limited to a restaurant or boat construction, without the express written consent of the CITY.
- l. YBC may provide security coverage for the Property at its own expense.
- m. YBC may contract with CITY for city provided services such as trash hauling or trades work at an agreed upon service level and rate, which will not discount the CITY's cost for providing such service.

**4. PAYMENT**

- a. YBC will operate the Watergate Marina at no cost to the CITY. The CITY will incur no new financial obligations related to YBC 's operation and management of Watergate Marina, with the exception of assistance pursuant to Section 6.C.
- b. YBC will pay the CITY a commission percentage, using the schedule below, of the gross revenues (excluding sales tax) earned by YBC for boat dockage, sponsorships, advertising, filmmaking, photography, and any other related income derived from management of Watergate Marina. There will be no commission to the CITY on revenue derived from boat and other recreation equipment rentals, retail sales, repair services, winterization, launching, boat/trailer storage fees, or third-party leases.

Operating Year	City Commission Percentage
2022	0%
2023	6.5%
2024	6.5%

2025	6.5%
2026 (if renewed)	7.5%
2027 (if renewed)	8.5%
2028 (if renewed)	9.5%

- c. Payments shall be made quarterly to the City by April 30, July 31, October 31, and January 31; based on revenue collected from the previous quarter. Along with payment each quarter, YBC shall provide to the City a financial statement in Microsoft Excel or convertible to Excel showing gross receipts and expenses. YBC will retain in an orderly fashion; all cash register receipts and invoices to be made available to the City upon request.
- d. City will establish a Capital Investment and Maintenance Fund (CIMF) by annually depositing 75% of payments made to the City pursuant to Section 4.B. The CIMF will provide money for Capital Investment and Maintenance Projects at Watergate Marina that will have a long-term benefit to CITY and are at least \$500.

Capital projects may include, but are not limited to:

- Mechanical Systems including boilers and plumbing.
- Structural Systems including roofs and building envelopes.
- Architectural - Interior items including flooring and cabinetry.
- Safety and Security items including access controls.
- Site Improvements including asphalt replacement and landscaping.

CITY and YBC will cooperate in determining a plan for CIMF spending. The CITY reserves the right to approve or reject YBC expenditures requested for reimbursement.

- e. Commission credits may be earned and applied for preapproved capital projects underwritten by YBC on a 1:1 basis. Preapproved capital projects underwritten by YBC in the year 2022 will be credited against commission payments in subsequent operating years.
- f. The CITY has a right to inspect all books and records pertaining to the operation of Watergate Marina by YBC. The CITY will be granted inspection of said books and records by providing YBC with written notice, upon which YBC will have fifteen (15) days to provide access to those books and records to the CITY or its agents.
  - i. When requested by City, YBC will supply the CITY a report on slip usage by general watercraft length. Additionally, at the end of each calendar year YBC will supply the CITY with a contact list for all renters from the preceding year. This list will only be used by the CITY to communicate with individuals if YBC no longer manages Watergate Marina.
- g. YBC shall maintain all books, documents, and accounting records for inspection or audit by the City, State Auditor, or other duly authorized representative for a period of six years following termination of the Agreement.

## 5. CONSENT TO IMPROVEMENTS

- a. No improvements or immovable fixtures can be made, installed, added or constructed by YBC to the Property without the written consent of the CITY. An improvement means a

permanent addition to, or betterment of, real property that enhances its capital value, and does not include ordinary repairs or maintenance or cleanup of pre-existing conditions.

- b. YBC may undertake no reconstruction, alterations, repairs or replacements of existing improvements, fixtures, facilities, or equipment on the Property, which causes or constitutes a permanent change without the written consent of the CITY
- c. At the CITY's sole discretion, the CITY may remedy unlawful alterations and charge YBC, or direct YBC to remedy unlawful alterations to the CITY's satisfaction.
- d. The CITY's response to a request for consent under paragraphs 5.A and 5.B must be given in a reasonable time, and such approval shall not be unreasonably withheld by City.

## **6. COVENANTS AND UNDERTAKING**

- a. The Parties covenant, agree and acknowledge that each shall provide the following equipment and services:
  - i. The CITY will periodically inspect the Watergate Marina property and inform YBC in writing of any conditions which must be remedied, and the date by which the repairs must be completed.
  - ii. The CITY will provide YBC with the CITY 's participant accident report forms. These forms must be completed by YBC representatives in instances where accidents on the Watergate Marina property are reported to or witnessed by YBC representatives. YBC shall deliver completed reports to the CITY within 48 hours following an accident on or near the Watergate Marina property.
  - iii. The CITY, through it's Right Track Program, will provide prospective seasonal employees to YBC if they so choose.
  - iv. YBC shall act as the rental agent for transient boaters at Watergate Marina, and will be entitled to retain transient fees collected.
  - v. This Agreement does not exempt YBC or Watergate Marina customers from park rules and regulations, unless specifically provided in this Agreement.
  - vi. In cases of emergency or disaster such as flood or other natural acts, YBC will vacate Watergate Marina, if requested to do so, and will otherwise cooperate with directives from the CITY's Director of Parks and Recreation, Fire Chief Police Chief or other CITY official delegated such power due to the emergency. YBC will make no claim against the CITY for lost revenues or added expenses due to such event.
  - vii. CITY shall plow snow as necessary to keep accessible the asphalt parking lot. YBC may choose to plow or remove snow from other areas of the property at its own expense.
  - viii. YBC will have full use of the CITY equipment and materials currently at Watergate Marina. Both parties understand that such use of equipment and materials is in its current condition or on an "as is" basis. YBC may make repairs to such equipment and materials as to allow for its use. The CITY will remove any of its equipment or materials on site if requested by YBC. At the expiration of this Agreement, all CITY equipment and materials will remain the property of the CITY, returned by YBC allowing for normal wear and tear related to its use. An inventory of CITY equipment and materials remaining on site will be completed jointly by YBC and the CITY annually.

- ix. YBC may rent slips for year-round live-a-board boating, but CITY reserves the right to limit the number of live-a-board vessels at any one time.
  - x. YBC may not launch boats prior to March 15 or allow boats to remain in the harbor following November 15, without obtaining prior written consent of the CITY.
  - xi. No habitation of boats that are in on-land storage will be permitted.
- b. YBC specifically covenants and agree as follows:
- i. To maintain Watergate Marina in a safe, clean, and orderly condition.
  - ii. To cut grass, maintain parking areas, and to clear snow on sidewalks, walkways, and paths within Watergate Marina.
  - iii. To keep Watergate Marina free of litter and accumulated trash. Cleanup of the site must be done on a twice-weekly basis.
  - iv. To provide an adequate number of trash receptacles at Watergate Marina to accommodate debris generated by boat owners and their visitors to Watergate Marina and be responsible for the removal of that trash.
  - v. To store all YBC's equipment and other materials present at the Watergate Marina premises in an orderly manner so that the appearance of the facility is clean and organized.
  - vi. To cooperate with and provide such facilities that are necessary and appropriate for CITY's Fire Department Harbor Patrol, U.S. Coast Guard, and Ramsey County Sheriff Water Patrol.
  - vii. To provide the CITY with a copy of all agreements or contracts between YBC and any party who will assist YBC in carrying out the terms of this Agreement. No assignment or sub-contract related to this Agreement can be initiated without the approval of the CITY.
  - viii. Not to rent dockage or storage to any entity whose primary purpose is to conduct business at that location, or knowingly allow any of its customers to temporarily or permanently conduct commercial transactions within Watergate marina. Rowing and paddlesport organizations are not considered to be conducting business when they store and launch watercraft within the marina for activities on the river.  
  
This does not preclude slip-holders from entertaining guests, nor does it prohibit slip-holders from conducting personal business or work related to their employment while on their boat.
  - ix. To conform to City, State and Federal safety, health, accessibility, and environmental laws and to cooperate with the appropriate agencies to achieve such objectives.
  - x. To comply with State and Federal and Local laws and regulations prohibiting discrimination.
  - xi. Not to, in violation of any applicable federal, state, or local laws or regulations, pollute any air, soil or ground waters, or discharge or release any Hazardous Wastes, in, into, on, over or adjacent to Watergate Marina or the Mississippi River, and that it shall take reasonable steps to prevent all customers, guests, transient boaters and other users of the marina from doing so. Any such discharge or

pollution by YBC, or failure to take reasonable steps to prevent such customer discharge or pollution, which is in violation of any such applicable laws or regulations, shall be a breach of this Agreement. YBC shall also comply with all applicable federal, state, and local laws and regulations, including City ordinances, relating to the control, handling, discharge, or release of said Hazardous Wastes, and failure so to do shall be a breach of this Agreement. In addition, YBC shall use the Minnesota Pollution Control Agency Fact Sheet #4.24 "Managing Marina Waste", published April 8, 1996, as a general guideline for its operations and shall work with its membership and slip holders to achieve compliance with the guidelines in said Fact Sheet. Hazardous Wastes includes all dangerous, toxic, or hazardous contaminants, pollutants, chemical wastes, or substances as defined in applicable federal, state, or local laws or regulations, as those may be amended from time to time.

- xii. To allow Watergate Marina customers with accounts in good standing to retain their dock position. If there is a waiting list for any slip, storage or launch contract during the term of this Agreement, residents of St. Paul will receive priority when vacancies become available.
- xiii. Not to provide services, including dockage, to any customers with outstanding marina balances due to the CITY, until such balances are confirmed by the CITY as paid in full.

c. The CITY specifically covenants and agrees:

- i. To maintain the following existing and/or future systems and equipment serving Watergate Marina's facilities and docks as necessary for use as determined by CITY: electrical, security, and plumbing. When work on systems or equipment is governed by a set of industry standard codes or regulations, such work shall be done by license professionals and with proper permitting.
- ii. To cut the grass and maintain the park areas adjacent to Watergate Marina. Tree maintenance and removal throughout the Watergate property will remain the responsibility of the CITY.
- iii. To provide electric service up to the distribution panel at the building, and from the overhead feeds to the disconnect points at the docks. YBC is responsible for payment of all related bills based on its usage and consumption of said utilities for the duration of this Agreement.
- iv. To maintain and service the well, filtering system, and feeds from the building to the docks.
- v. To maintain the availability of a functioning septic system or adequate alternative. YBC is responsible for payment of any "pump-outs" of the septic system or future holding tank.
- vi. To maintain the appropriate permits for the location and operation of a marina at the Watergate Marina property that may be required by law and to transfer all appropriate rights to said permits to YBC for the term of this Agreement. The CITY shall provide copies of all such permits to the YBC.
- vii. To provide YBC with the use of existing Watergate Marina equipment, in "as is" condition.
- viii. To provide assistance with equipment YBC needs to operate most efficiently

during flood or other natural disasters. This does not require the City to purchase or rent equipment it does not already have, and YBC recognizes that the City will use its best efforts but may have limited resources during such times.

## 7. DREDGING/FLOODING

- a. Both Parties acknowledge that the Watergate Marina Premises, including the harbor, are located in the flood plain and are susceptible to periodic flooding and related silting.
- b. YBC is responsible for maintaining the harbor depth for marina activities and is responsible for any dredging expenses, including those related to flood events.

## 8. INSURANCE AND INDEMNIFICATION

- a. Insurance required. YBC is required to carry, insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds for General Liability and Automobile Insurance.
  - i. General or Business Liability Insurance
    - \$1,500,000 per occurrence
    - \$2,000,000 aggregate per project
    - \$2,000,000 products/ completed operations total limit
    - \$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement.
  - ii. Automobile Insurance
    - Bodily Injury \$750,000 per person
    - \$ 1,000,000 per accident
    - Property damage not less than \$50,000 per accident
  - iii. Workers Compensation and Employer's Liability Insurance
    1. Worker's Compensation per Minnesota Statute, Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
    2. If YBC is exempt from the requirement of carrying Workers Compensation, it shall be required to provide City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.
- b. General Insurance Requirements
  - i. The policy is to be written on an occurrence basis or as acceptable to City. The Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if the policy includes errors and omissions coverage.
  - ii. The YBC must not begin work under this Agreement until a Certificate of Insurance covering all of the insurance required is submitted and approved. Insurance must remain in place for the duration of the original contract and any extensions periods.

- iii. The City reserves the right to review YBC's insurance policies at any time, to verify that City requirements have been met.
  - iv. Nothing shall preclude City from requiring YBC to purchase and provide evidence of additional insurance if City's Risk YBC determines it is necessary to protect the interests of the public.
  - v. Satisfaction of policy and endorsement requirements for General Liability, Auto Insurance, and Liquor Liability, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance earner.
- c. Indemnification. YBC shall defend and indemnify City and its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, including City, resulting from any act or omission by YBC or YBC's employees or agents in carrying out the terms of this Agreement.
- d. Property Insurance. YBC is encouraged to carry Property Insurance on their own property inside Marina for full replacement value for all losses.

## 9. ADMINISTRATION

For the purpose of the administration of this Management Agreement, City's representative shall be the Special Services Manager of Parks and Recreation, and the YBC's representative shall be Luke Kujawa, telephone: 612-865-8879, e-mail [luke@yourboatclub.com](mailto:luke@yourboatclub.com); or to such other subsequent representative as the respective parties shall designate in writing.

## 10. CASUALTY LOSS TO MARINA

- a. Limited damage to Marina. If all or part of the Marina is rendered unsuitable for its anticipated use by damage from fire or other casualty which in the reasonable opinion of an architect selected by City and approved by YBC, can be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or other premium) City shall at its own expense, repair such damage.
- b. Major damage to Marina. If all or a substantial part of the Marina is rendered unsuitable for its anticipated use by damage from fire or other casualty to such a material extent that in the reasonable opinion of an architect acceptable to City and YBC, the Marina cannot be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or other premium), then City may elect to terminate this agreement as of the date of such casualty by written notice delivered to YBC not more than 60 days after the date of such casualty.
- c. Abatement of YBC's payments. In the event of damage to the Marina rendering it unusable, the fees payable by YBC to City hereunder shall abate as of the date of the occurrence. In the case of damage which does not render the entire Marina untenable, the above payments shall be equitably apportioned.
- d. Damage due to YBC's negligence. Notwithstanding the foregoing, if the damage is due to negligent actions or omissions of the YBC or its agents, it will be solely City's determination as to whether to repair or restore the Marina and whether to terminate this Agreement.



## 11. TERMINATION; REMEDIES

- a. Termination by mutual consent. This Agreement may be terminated at any time by mutual consent of the Parties.
- a. Termination for material breach. A party claiming a material breach by the other party may elect to terminate this Agreement by providing notice of such intent to terminate to the other party, stating the date upon which the termination will be effective. Other than the notice required in this section, no written notice is required for a party to terminate this Agreement for a claimed material breach unless failure to cure after notice is specifically listed as a component of the claimed material breach.
- b. Material breach by YBC defined. The following events will be deemed to be material breaches by the YBC:
  - i. Failure to pay. In the event that YBC fails to make any payment due City as required under this Agreement and the failure continues for a period of more than 30 days after receipt of written notice of such non-payment.
  - ii. Lapse in insurance. In the event YBC 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.
  - iii. Failure to obtain or maintain license. In the event that YBC fails to obtain any permit or license required to perform under this Agreement, or such permits or licenses are suspended or revoked, or allowed to expire and such failure continues for a period of 15 days after receipt of written notice of such failure.
  - iv. Breach without cure. YBC 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. YBC has a pattern of persistent and repeated breaches, whether or not such breaches have been cured.
  - vi. Bankruptcy. In the event that YBC files a voluntary petition in bankruptcy, insolvency or a petition for reorganization, or a receiver is appointed for a substantial portion of YBC's property, or an order or decree of bankruptcy, insolvency, or reorganization is issued.
- c. Material breach by City defined. The following events will be deemed to be material breaches by City:
  - i. Breach without cure. In the event City 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 failure.
  - ii. Persistent or repeated breaches. City has a pattern of persistent and repeated breaches, whether or not such breaches have been cured.
- d. No waiver implied. In the event any provision contained in this Agreement should be breached by either party and said breach thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- e. Remedies cumulative. No remedy herein conferred upon or reserved to either party under this Agreement is intended to be exclusive of any other available remedy or remedies, but

each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- f. Minnesota law; severability; venue. This Agreement shall be construed under the laws of the State of Minnesota; and if any provision or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent provided by law. Any litigation arising out of or relating to this Agreement will be venued in the State of Minnesota Second Judicial District Court, Ramsey County.

## 12. NONDISCRIMINATION; MISCELLANEOUS PROVISIONS

- a. Nondiscrimination. YBC will not discriminate against any employee or applicant for employment for work under this Agreement 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 applicants are employed, and employees are treated during employment without regard to the same. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

YBC will not discriminate against any person in the use of a public accommodation 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 customers and visitors are treated during their use without regard to the same.

- b. Each of the parties agrees to exercise good faith and fair dealing with the other in its respective exercise and performance of its rights and obligations under this Agreement. Whenever the CITY's discretion, consent or approval is herein provided or required, it shall not be unreasonably exercised, withheld, or delayed.
- c. Parties hereto acknowledge that, pursuant to Minn. Stat. §471 .191, subd. 4, this Agreement is not a lease of the property and that the property will remain exempt from taxation. If at any time during the term of the Agreement the property becomes subject to taxation as a result of any activity engaged in on the property by YBC, regardless of whether the activity was permitted by the CITY, payment of the resulting taxes on the property shall be the sole responsibility of YBC.

- 13. **NOTICES.** Any notice, statements, bills, or other communications required to be given under this Agreement will be deemed will be deemed to be duly delivered if in writing and delivered to the other Party personally, sent by facsimile with confirmed delivery sheet, sent by electronic mail with confirmation of receipt, or sent by certified mail address to the other return-receipt postage prepaid as follows:

AS TO CITY:  
Special Services Manager  
City of Saint Paul  
400 City Hall Annex 25 W. 4th Street  
Saint Paul, MN 55102

AS TO YBC:  
Luke Kujawa, Co-Owner  
Your Boat Club  
10 S 5th St Ste 110  
Minneapolis, MN 55402

or to such other subsequent address as the respective parties shall designate in writing. The time of giving such notice or communication shall be deemed to be the time when the same is actually delivered to the other party.

14. **ASSIGNMENT.** This Agreement may not be assigned without the consent of the other party and any attempt to assign without such consent will render the Agreement void.
15. **RECORDS, DISSEMINATION OF INFORMATION.** Until the expiration of six years after the furnishing of goods, supplies or services pursuant to this contract, upon written request, the Contractor shall make available the books, documents, records, and accounting procedures at its offices at all reasonable times for inspection or audit by City, the State Auditor, or other duly authorized representative. Contractor agrees to abide strictly by the statutes, rules and regulations of the Minnesota Government Data Practices Act, Statute Ch. 13, as well as any other applicable state or federal statutes, rules or regulations.
16. **AMENDMENTS.** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.
17. **CAPTIONS AND HEADINGS.** The captions and headings used herein are intended only for the convenience of the reader and are not to be used in construing this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete agreement between the parties and supersedes any prior negotiations or agreements.
19. **COUNTERPARTS.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
20. **ELECTRONIC SIGNATURES.** The parties agree that the electronic signatures of a party to this Agreement shall be 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 record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purpose 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 shall not affect the enforceability of this Agreement.

IN WITNESS HEREOF, the Parties have caused this AGREEMENT to be executed and delivered in duplicate as of the date appearing on page one hereof.

YOUR BOAT CLUB:

Luke Kujawa, Co-Owner

CITY OF SAINT PAUL:

Director of Parks and Recreation

Director of Financial Services

Mayor, City of Saint Paul

Approved as to Form:

Assistant City Attorney

EXHIBIT A

Watergate Marina Property

