

AGREEMENT BETWEEN
THE CITY OF SAINT PAUL AND
KEYSTONE COMMUNITY SERVICES

This Agreement, entered into this _____ day of May, 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 Keystone Community Services, a 501(c)(3) non-profit corporation ("Keystone").

WHEREAS, the City is the owner of West Seventh Community Center, ("West Seventh") located at 265 Oneida St, St Paul, MN 55102; and

WHEREAS, Keystone is a registered non-profit organization able to facilitate social service programs for the benefit of Saint Paul residents; and

WHEREAS, both parties wish to enter into an agreement for the management of programming for the spaces at West Seventh which will provide benefits to the community in the form of continued social services;

Now, therefore, parties agree as follows:

- 1) **Term.** The term of this Agreement begins upon the date of execution of this Agreement and continues for a period of five (5) years thereafter, unless earlier terminated pursuant to paragraph 12 of this Agreement.

Renewal Term. This Agreement may be renewed by mutual consent of the parties on the same terms for one additional five-year (5) term.

- 2) **Use of Site.**

- a) Keystone shall staff, program and manage the West Seventh premises during the term of this Agreement and shall manage the staff and services it provides at the premises. - Public access to the premises, including meeting rooms and restrooms, will be available between the hours of 8:30am and 5:30pm, Monday through Friday.. Keystone may choose to open the premises for programs and activities outside of public hours and may charge user groups an appropriate fee to do so. Parties will meet annually, or if necessary, more often, to monitor the public accessibility to the building. Keystone 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. Keystone may designate four (4) reserved spaces in the parking lot for use by staff and/or visitors. Vehicles are not permitted to be driven or parked on any sidewalks, grounds, or paths.

- 3) **Maintenance and Repair.**

- a) Keystone is responsible for all interior maintenance, housekeeping, and minor repairs for the premises at its own cost. A list of maintenance responsibilities is attached as Exhibit B. If Keystone fails to maintain or repair the premises, City may elect to perform such maintenance and repair and bill Keystone for the costs.
- b) Any damages caused by the action of Keystone, its employees, agents, or invitees will be the sole responsibility of Keystone to pay for.

- c) Major Repairs or Replacements Costs. Major repairs or replacements shall be defined as: replacement, renovation, retrofitting or non-routine repair of the structural parts and/or service system components of a building, and the man-made components of an improved site but not including discretionary enhancements, improvements or additions. Structural parts include footings and foundations; beams, joists, columns; load bearing walls, exterior walls and facade (excluding glass); stairs, floors, decks, ramps, ceilings, roofs and roofing. Service system components include plumbing, electrical, communications, heating, ventilating, air conditioning, security systems and elevators; utility mains. Site components include retaining walls, lighting affixed to the building, stairs, ramps, sidewalks, railings, drainage structures, and erosion control. The City shall be responsible for making any major repairs or replacements, or shall make arrangements for said repairs or replacements to be completed, except that Keystone may do so in emergencies. All major repairs or replacements are subject to approval by the City.

The cost for major repairs or replacements shall be distributed as follows:

- i. Keystone shall be responsible for the first \$999.00.
 - ii. For costs from \$1,000.00 to \$4,999.00 Keystone and City shall each pay 50%.
 - iii. For costs greater than \$4,999.00 the City's Capital Maintenance Program shall pay 100%, subject to availability of funds. In the event that no funding or only partial funding is available from said Capital Maintenance Program, City shall pay 80% and Keystone 20% subject to availability of funds.
- c) Keystone must arrange for trash removal and recycling at its own expense.
- d) The City will perform all grounds maintenance around the building. Keystone must perform daily litter pickup around the building.
- g) The City will be responsible for all snow and ice removal within parking lots and perimeter walkways (public right of way). Keystone is responsible for snow and ice removal on the walk from the building's front door to the main sidewalk at the parking lot curb regardless of the amount of snowfall.

4) Keystone Responsibilities.

- a) Keystone is responsible for the payment of all utilities at West Seventh during the term of the Agreement. Keystone must ensure direct billing by the utilities throughout the term of this Agreement.
- b) Keystone is responsible for scheduling the interior space located at West Seventh 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 Keystone to have staff onsite to open the building, prepare the space, and do any necessary clean up afterwards.
- c) Keystone shall complete electronic participant accident and incident report forms **in** any instance where accidents or incidents on or near the premises are reported to or witnessed by Keystone representatives. Completed reports must be provided to the City within two working (2) days following an accident or incident on or near the premises property, by U.S. mail, fax or a PDF scan attached to an email.
- d) Keystone shall develop and maintain up-to-date, premises specific, Emergency Action Plans (EAP) and Safety Data Sheets (SDS), which must be updated annually, and be consistent with the City plans. Keystone must train premises staff and volunteers on use

of the EAP and SDS at least once a year.

- e) Keystone must ensure that the premises, 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) Upon request from City, Keystone must provide the City with scheduled premises rentals and events use. At a minimum, information will 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, Keystone will be responsible for the cost of such services.
- g) Keystone shall make available to the City an annual report by June 30 of the preceding year. Upon written request from the City, Keystone will have 30 days to supply the City with detailed information pertaining to the operation of the premises, including financial and other data pertaining to the approved use of the premises.

5) City Responsibilities.

- a) Parks and Recreation's Safety Office will conduct annual Safety and Security inspections of the premises and will notify Keystone of any deficiencies, which Keystone shall remedy in a timely manner.
- b) Parks and Recreation and Keystone will conduct a management agreement compliance assessment and site review annually. Any issues must be promptly remedied.

6) Alterations. Keystone will not make any alterations to the premises without the written consent of the City. If Keystone 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 Keystone. 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. Keystone agrees that any alterations must be done in a workmanlike manner and in conformance with all applicable law, regulations and codes; that the structural integrity of any and all systems will not be impaired and that no liens will be attached to the premises by reason thereof.

7) Notices. The City's representative for this agreement will be the Recreation Services Manager or his/her designee. The Keystone representative for the purposes of this agreement will be the President or his/her designee. Any notices or correspondence on this agreement shall be sent to:

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

Keystone Community Services
2000 St. Anthony Ave
St. Paul, MN 55104
Attn: President

All notices shall deemed to have been given when served personally on City or Keystone or

by mail upon deposit in a United States mailbox, postage pre-paid, addressed to Saint Paul Parks and Recreation or to Keystone at the above address.

8) **Indemnification.** Keystone 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 Keystone use of the premises, except to the extent such claims may be caused by the negligence of the City. Keystone shall 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.

9) **Insurance.**

- a) The City will insure the premises for fire and comprehensive property damage coverage. Keystone will provide the following insurance during the term of the agreement:
 - i. Keystone shall be 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 premises.
 - 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 Keystone. 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.
 - iv. Keystone shall supply to the City current insurance certificates for policies required in this agreement. The certificates shall certify whether or not Keystone has errors and omissions insurance coverage.
- b) Nothing in this agreement shall constitute a waiver by the City of any statutory limits or immunities.

10) **Non-Discrimination.** Keystone will not discriminate against any participant or employee wishing to participate in its programs or any person wishing to use the premises 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 the same during their participation in programs or use of the premises.

11) **Right of Entry.** At all times during the term of this agreement, the City retains ownership of the premises and shall have 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.

12) **Termination.**

- a) Parties may mutually agree to terminate this Agreement at any time.
- b) Performance of this Agreement by Keystone is contingent upon continued funding of its programs. Keystone will be required to give notice to the City of intent to cancel the Agreement due to lack of funding, no less than one calendar year from proposed termination

date.

- c) 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.
- d) Any of the following listed events will be considered a material breach by Keystone for the purposes of termination:
 - i. Failure to maintain non-profit status. In the event that Keystone fails to maintain its status as a non-profit organization or no longer offers social services programming.
 - ii. Failure to pay utilities. In the event that Keystone 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 Keystone 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 Keystone 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 Keystone 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 Keystone 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.
- e) It will be considered a material breach for the purposes of termination if the City repeatedly fails to perform its obligations under the Agreement,
- f) 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.

13) Amendments. No amendments to this Agreement shall be effective without being reduced to writing and executed by both parties.

14) Assignment and subletting. 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. Keystone may, with approval of City, permit such other parties to rent space from Keystone in order to conduct programs and activities consistent with the mission and values of the City. Keystone may charge a reasonable fee for such use to defray the cost of operating the premises.

15) Waiver. Any fault of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

16) Controlling Agreement. In the event there is any prior existing contract or other agreement

between City and Keystone (or its predecessor in interest) covering the subject property, it is agreed and understood that this Agreement shall cancel and terminate any prior contracts or agreements as of the effective date of this Agreement.

- 17) **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 18) **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.
- 19) **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.
- 20) **Jurisdiction.** This agreement shall 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.

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

CITY OF SAINT PAUL

KEYSTONE COMMUNITY SERVICES

Director of Parks and Recreation

President

Director of Financial Services

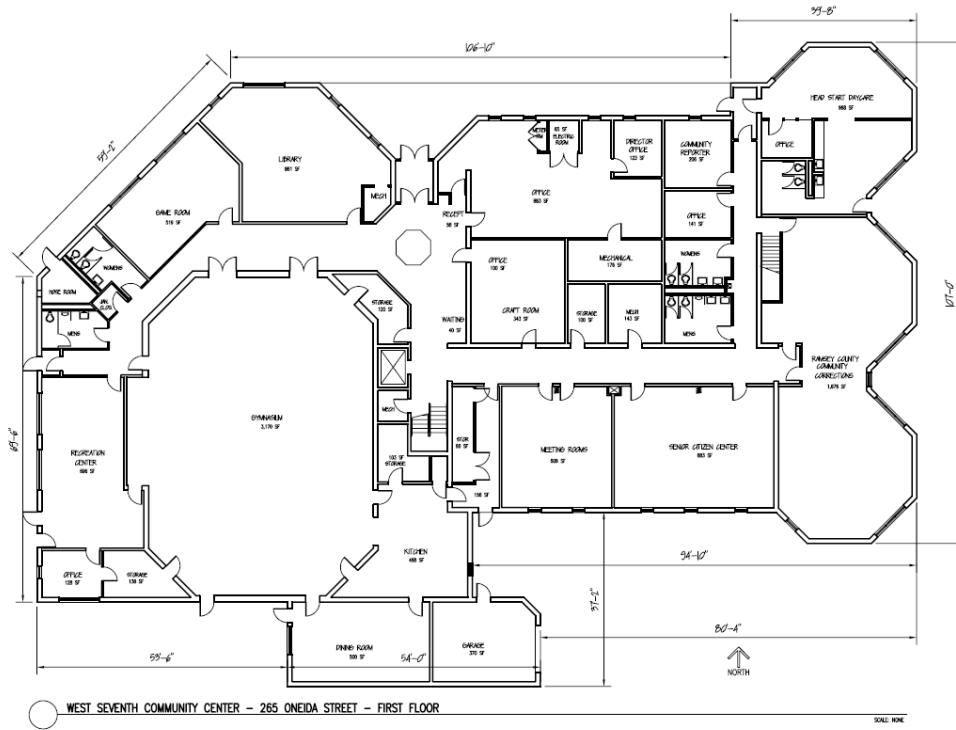
Board Chair

Mayor's Office

City Clerk

Approved as to Form

Exhibit A: Premises



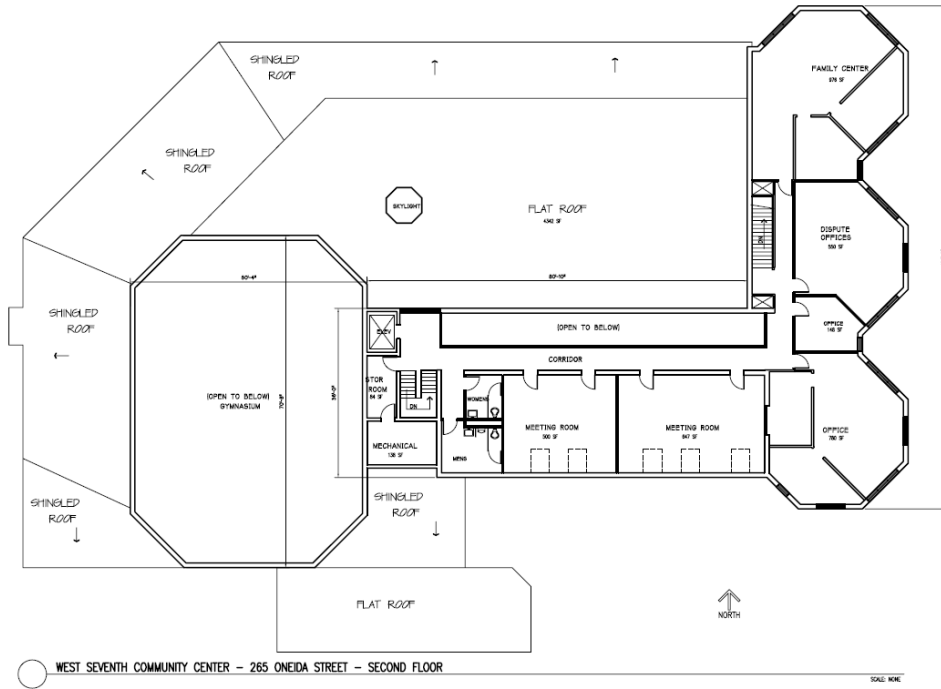


Exhibit B: Weekly Premises Maintenance Chart

	MON	TUES	WED	THUR	FRI	Comments
Lobby Area's (vac/sweep/mop)	X	X	X	X	X	MOP W/ NEUTRAL CLEANER
Restrooms (sweep/mop/disinfect)	X	X	X	X	X	MOP W/ DISINFECTANT
Office (vac/sweep)	X	X	X	X	X	
Meeting Room (vac/sweep)	X	X	X	X	X	
Conference Room(s) (vac/sweep)	X	X	X	X	X	
Kitchen / Break Room (sweep/mop/disinfect)	X	X	X	X	X	MOP W/ DISINFECTANT
Multipurpose Room (vac/sweep/mop)	X		X		X	MOP W/NEUTRAL CLEANER
Hallway(s) (vac/sweep/mop)	X	X	X	X	X	MOP W/NEUTRAL CLEANER
Drinking Fountains (disinfect)	X	X	X	X	X	DISINFECT DAILY

Gym Floor (dust mop)	X	X	X	X	X	DAILY
Gym Floor (wash)	X		X		X	MINIMAL WATER+ NEUTRAL CLEANER
Gymnasium (sweep edges, door jams)	X	X	X	X	X	DAILY
Sinks (disinfect)	X	X	X	X	X	DAILY
Stairs and Stair Well (broom/vac)	X	X	X	X	X	
Trash Removal	X	X	X	X	X	DAILY
Glass & Windows	X		X		X	AS NEEDED
Vents (dust/vac)						AS NEEDED
Window Ledges (dust)	X		X		X	AS NEEDED
Door Handles (disinfect)	X	X	X	X	X	DAILY
Elevators (vac/wash walls)	X		X		X	DISINFECT PANNEL