USE AGREEMENT BETWEEN CITY OF SAINT PAUL AND THE SANNEH FOUNDATION

AGREEMENT #: 2026.UA1

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This Use Agreement (this "Agreement") is entered into _____, 2026 by and between the City of Saint Paul, a Minnesota municipal corporation ("CITY"), and the Sanneh Foundation, a Minnesota non-profit organization (d/b/a Conway Athletic LLC) ("PARTNER").

WHEREAS, the CITY is the owner of certain real property encompassing the Conway Recreation Center, the adjacent recreation fields and open parkland, located at 2090 Conway Street, Saint Paul, MN 55119; and

WHEREAS, PARTNER is a non-profit corporation whose mission is to empower youth by supporting and promoting educational attainment through in-school and after-school support, improve lives by providing programs that strengthen physical health and social and emotional development, and unite communities by advancing diversity, equity, and community well-being; and

WHEREAS, PARTNER and CITY entered into a LEASE AGREEMENT on January 1, 2019 to provide a variety of youth programs in a safe, healthy environment. PARTNER and CITY wish to mutually agree to terminate that LEASE AGREEMENT, pursuant to Section 15. (A) of that LEASE AGREEMENT and enter into this AGREEMENT to allow PARTNER to continue to manage the property in return for continued operation of recreational programming; and

WHEREAS, under the provisions contained in the Minnesota Constitution Article XII Sec. 3-4, Saint Paul City Charter § 1.03, and Minnesota Statute § § 412.491 and 410.33, inter alia (collectively, the "**Statutory Authority**"), and specific language contained in Laws 2023, Chapter 71, Article 1, Section 14, Subdivision 37, as amended by Laws 2024, Chapter 88, Article 1, Section 16 (the "**State Program Enabling Legislation**") the State of Minnesota has allocated $2,500,000 in the aggregate (the "**Grant Funds**") to be given to the City for design, site preparation, preconstruction services, and construction of a new structure; site improvements, including traffic management and outdoor court construction; and improvements to increase security and safety at the Conway Community Recreation Center and Conway Park facilities in the City of St. Paul (as defined in the Grant Agreement referenced below, the "**Government Program**"); and

WHEREAS, CITY and PARTNER are entering into, or have entered into, a Development Agreement governing the design and construction of improvements to the Premises, which improvements are necessary to support and implement the Government Program;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, parties agree as follows:

1. **Definitions.**
    a. **"Parties"** means, collectively, the City of Saint Paul and the PARTNER, and "Party" means either one of them individually.

b. **"PARTNER"** means The Sanneh Foundation, a Minnesota non-profit organization, including its permitted successors and assigns, that has entered into this Agreement with the CITY to manage and operate Premises in accordance with the terms herein.
c. **"CITY"** means the City of Saint Paul, a Minnesota municipal corporation, including its Department of Parks and Recreation and any authorized officers, employees, agents, or representatives acting within the scope of their authority under this Agreement.
d. **"Premises"** means the real property, facilities, utilities, and equipment owned by the CITY and commonly known as Conway Park, as depicted in *Exhibit A*, together with any appurtenant areas made available to the PARTNER under this Agreement.
e. **"Default"** means the occurrence of any event or condition that constitutes a material breach of this Agreement by a Party, as specifically defined in Section 17 (Termination) and Section 18 (Default Remedies), including failure to perform any material obligation within the applicable notice and cure period.
f. **"Persistent breach"** is one that is not cured within the allotted time.
g. **"Government Program"** means recreational, educational, youth development, community engagement, and related public park and recreation services authorized under Minnesota Statutes §§ 471.15 and 471.16, that are operated for a public purpose on behalf of the City of Saint Paul at the Premises, including those supported by the Grant Funds and the improvements constructed pursuant to the Development Agreement.
h. **"Repeated breach"** is multiple or successive violations of a single obligation within this Agreement, regardless of being cured.
i. **"Consumer Price Index" or "CPI"** means the Consumer Price Index for All Urban Consumers (CPI-U), Minneapolis-St. Paul-Bloomington, MN-WI, or its successor index, as published by the U.S. Bureau of Labor Statistics.
j. **"Development Agreement"** means the certain Agreement between CITY and PARTNER that has been executed or will be executed, governing the planning, design, financing, and construction of improvements to the Premises authorized by the State Program Enabling Legislation, as may be amended. The Development Agreement is incorporated herein by reference and made a material part of this Agreement.
k. **"Grant Agreement"** means the agreement between the State of Minnesota and CITY that has been executed or will be executed, governing the use of the Grant Funds and the requirements associated with the State Program Enabling Legislation, as may be amended.

2. <u>Premises.</u>

The Conway Park property is located at 2080-2096 Conway St, St. Paul, MN 55119 and encompassing the Conway Recreation Center buildings (2090 - Conway Center, 2080 - Equity Center, and 2096 - Conway Family Center), the adjacent recreation fields and the open parkland; all of which together will be referred to herein as the "Premises", which is shown on the attached Exhibit A. CITY enters into this Agreement pursuant to authority granted by Minn. Stat. § 471.16, subd. 1.

3. Term of Agreement.

This Agreement will take effect on June 1, 2026 and continue until December 31, 2040, unless earlier terminated pursuant to paragraph 19.

4. Renewal.

By mutual consent of CITY and PARTNER, this Agreement may be renewed for one additional fifteen (15) year term, contingent on PARTNER satisfying ONE of the following:

A. Average Performance Metrics (as outlined in Exhibit B) of 90 or more through Term.
B. Average Performance Metrics of 80 or more through Term, triggering renewal option at City's discretion.
C. Average Performance Metrics of 70 or more through Term, triggering renewal option at City's discretion with corrective action plan from PARTNER.
D. Average Performance Metrics of 70 or more through Term, approval by City of a Capitol Campaign, and exclusively private investment into the premises totaling no less than $2,000,000 through Term. Inclusion of any public funding would instead trigger an amendment to this agreement consistent with the grant requirements.

Notwithstanding anything to the contrary herein, CITY is not required to renew this Agreement and may, in its sole option and discretion, allow the Agreement to expire at the end of the original Term and thereafter directly operate the Government Program or contract another party to operate the Government Program at the Premises.

5. Use of Premises.

PARTNER will have full use of the Premises during the Term of this Agreement subject to the terms and conditions hereof.

All use of the Premises by PARTNER must be for the Government Program. Any alterations, physical changes, or modifications to change the intended use made to the Conway Park Area will be subject to prior written approval from the Director of the Saint Paul Parks and Recreation Department and should be developed with community input.

6. Maintenance and Repairs.

The parties have identified certain categories of maintenance and repairs that may from time-to-time need to be addressed and have agreed to the following terms regarding such categories:

a. **Routine Maintenance and Minor Repairs** –PARTNER shall be responsible for the replacement of consumables (light bulbs, cleaning supplies, etc.), regular cleaning (floors, fixtures, walls, windows, etc.) and minor repair (carpet cleaning, unclogging fixtures, replace air filters, etc.) and damages resulting from facility use (worn flooring, drywall scratches, broken appliances, etc.). PARTNER may hire a licensed contractor or other professional to complete the work if CITY trades staff are not available on request.
b. **Capital and Deferred Maintenance** – CITY shall be responsible for significant repairs, upgrades, or replacement of major facility systems or infrastructure

including but not limited to building envelope, rough-in plumbing and electrical, parking lots, and sidewalks.

c. **Elective Alterations** –PARTNER shall be responsible for any elective alterations not required for building code compliance or overall function of parkland (equipment installation, unique signage, unique painting, etc.).
d. **Groundskeeping –**PARTNER will maintain a groundskeeping regime of any ornamental garden beds and dedicated outdoor activity areas on the Premises consistent with City parkland standards. The City will be responsible for all other groundskeeping, as outlined in Exhibit C.
e. **Tree Maintenance** –CITY will be responsible for tree maintenance and regularly assess trees with storm damage, disease, and potentially damaging limbs and trim, treat or remove from Premises as appropriate and necessary.
f. **Repairs and Inspections** – Repairs and inspections not expressly categorized as Capital and Deferred Maintenance shall be the responsibility of PARTNER. Such work may include, but is not limited to, broken windows, replacement locks, graffiti removal, fire extinguisher testing, emergency lighting testing, fire sprinkler inspections, and fire alarm inspections. If PARTNER fails to complete such work in a timely manner, or if CITY determines that immediate action is necessary to protect public safety or the integrity of the Premises, CITY may, but is not obligated to, perform or procure such work. In such cases, CITY shall be entitled to reimbursement for all associated costs, which shall be invoiced to PARTNER on a quarterly basis as described in Section 7.

l. **Snow and Ice maintenance** – When snow accumulation dictates, consistent with Park and Recreation service standards, CITY will plow the parking lot and the sidewalk leading from the parking lot to the public facility entrance. CITY will maintain perimeter walking paths to be consistent with the park system standard, as outlined in Exhibit C.. All other snow and ice maintenance is at the discretion and responsibility of PARTNER.

7. <u>City Cost Recovery.</u>

PARNTER will operate the Premises at no cost to the CITY. The CITY will incur no new financial obligations related to PARNTERS 's operation.

CITY shall invoice PARTNER on a quarterly basis for any costs incurred by CITY in performing or procuring maintenance, repairs, or inspections that are the responsibility of PARTNER under this Agreement. Each quarterly invoice shall be accompanied by a report summarizing the work completed, the contractors or City staff who performed the work, and the costs incurred. PARTNER shall remit full payment to CITY within 30 days of the invoice date. The CITY shall charge interest of 1.5% per month on any unpaid invoices beyond the due date. PARTNER’s obligation to reimburse CITY under this Section survives termination or expiration of this Agreement with respect to costs incurred prior to such termination or expiration.

8. Government Program.

a. PARTNER agrees, upon direction from the State of Minnesota, Commissioner of Minnesota Management and Budget ("Commissioner"), to take such action and furnish such documents as the Commissioner determines to be necessary to ensure that interest paid on the General Obligation Bonds, used to purchase the property of which the Premises are a part, is exempt from federal taxation.
b. PARTNER shall not, without the prior written consent of CITY and the Commissioner of MMB, create or allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Premises, CITY's ownership interest in the Premises, or PARTNER's interest in the Agreement.
c. PARTNER will provide CITY with an initial program evaluation report identifying the Government Programs which are operated at the Site within two weeks of execution of this Agreement. Thereafter, PARTNER will annually provide an updated report to the CITY which will identify all recreational programming and include budgets showing revenue and expenses for the programs which can be satisfied by an annual report, audited financial reports and Form 990.
d. PARTNER acknowledges that the timely and complete performance of its obligations under the Development Agreement is essential to the implementation and continuation of the Government Program. Failure to perform under the Development Agreement in a manner that delays, impairs, or prevents the delivery of the Government Program shall constitute a failure to maintain the Government Program under this Agreement.
e. Notwithstanding any other provisions of this Agreement to the contrary, if the Governmental Program is terminated or changed in response to changes in state law in such a manner as to cause this Agreement and the operation of the Premises to be inconsistent with the changed Governmental Program, then this Agreement shall be terminated by 120 days written notice to PARTNER, provided however that CITY agrees that it will not terminate or change the Governmental Program unless required to do so by applicable State law.

9. Covenants and Undertakings.

The Parties covenant, agree and acknowledge the following:

a. PARTNER is permitted to have access to the Premises outside of public hours, for security purposes. For this purpose, PARTNER is granted full access to the Premises at all times, except as specifically stated otherwise herein.

b. PARTNER may employ subcontractors or other professional service providers on the Premises to satisfy PARTNER obligations within this Agreement. PARTNER will provide to CITY a copy of all agreements or contracts between PARTNER and any party who will assist PARTNER in carrying out the terms of this Agreement. No subcontract related to this Agreement can be initiated without the approval of the CITY.

c. PARTNER may provide security coverage for the Premises at its own expense.

d. PARTNER may contract with CITY for the CITY to provide 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.

e. This Agreement does not exempt PARTNER or PARNTER'S patrons from park rules and regulations, unless specifically provided in this Agreement.

f. In cases of emergency or disaster such as flood or other natural acts, PARTNER will vacate Premises, 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. PARTNER will make no claim against the CITY for lost revenues or added expenses due to such event.

g. PARTNER specifically covenants and agree as follows:

    i. PARTNER is responsible for ensuring that the public has access to the Premises and to its recreational programs.

    ii. PARTNER may not restrict the use of any parking to prevent its use by people using either the Park Area or the adjacent Saint Paul Public Library branch.
    iii. PARTNER agrees to post hours of operation, including gym and activity schedules.
    iv. PARTNER agrees to maintain passive park use access to the Park Area consistent with Saint Paul Parks and Recreation use guidelines, including access hours, unless the CITY has agreed to more structured use in advance and in writing.
    v. PARTNER is responsible for scheduling both interior and exterior spaces at the Premises. Permits or use after scheduled hours must be reviewed and approved by the Parks and Recreation Director. Fees charged for use of the Premises must be consistent with the fees charged by the City of Saint Paul Department of Parks and Recreation.
    vi. When unscheduled by PARTNER, the fields will be available first to the CITY and then to the public for general use. When the interior space is unscheduled, it will be available first to the CITY and then to the public for general use. PARTNER agrees to make Conway available as a polling place during elections, if requested by Ramsey County.
    vii. The Park Area is intended to be used as passive open space. PARTNER may not use or program the space in any way that alters its intended use without prior written permission of the CITY and the Director of the Saint Paul Parks and Recreation Department.
    viii. PARTNER is responsible for providing general supervision on the outdoor grounds (both the Recreation Fields and the Park Area) during its hours of operation. This includes general monitoring of outside activities to help ensure a safe environment for youth and families visiting the site.
    ix. Will maintain Premises in a safe, clean, and orderly condition. If PARTNER fails to maintain the Premises at a standard reasonably

acceptable to CITY, CITY may elect to perform such maintenance and bill PARTNER for the costs.

x. Will keep Premises free of litter and accumulated trash. Cleanup of the site must be done on a twice-weekly basis.
xi. Will provide an adequate number of trash, recycling and compost receptacles.
xii. Will store all PARTNER's equipment and other materials present at the Premises in an orderly manner so that the appearance of the facility is clean and organized.
xiii. Will conform to City, State and Federal safety, health, accessibility, and environmental laws and to cooperate with the appropriate agencies to achieve such objectives.
xiv. Will comply with State and Federal and Local laws and regulations prohibiting discrimination.

h. The CITY specifically covenants and agrees:

i. The CITY will periodically inspect the Premises and inform PARTNER in writing of any conditions which must be remedied, and the date by which the repairs must be completed, all subject to the Parties obligations for maintenance and repairs as set forth in Section 9 hereof.

ii. The CITY will provide PARTNER with the CITY 's participant accident report forms. These forms must be completed by PARTNER representatives in instances where accidents on the Premises property are reported to or witnessed by PARTNER representatives. PARTNER shall deliver completed reports to the CITY within 48 hours following an accident on or near the Premises property.

iii. To provide PARTNER with the use of existing Premises equipment, in “as is" condition.

10. <u>Taxes.</u>
PARTNER will be responsible for and pay all taxes and assessments against the Premises, except that it may at its own expense contest and challenge the imposition or amount of any such tax or assessment as allowed by law. In the event this Agreement is terminated by either party, CITY may at its option require PARTNER to pay such contested taxes pending appeal, to place in escrow a sum sufficient to pay said taxes, or take other action that will remove said contested taxes as an encumbrance to title or as an exception to the transferability of marketable title to the Premises.

11. <u>Alterations.</u>
PARTNER will not make any alterations (“Alterations”) to the Premises without the written consent of the CITY, such consent not to be unreasonably withheld. If the PARTNER desires to make any such Alterations, an accurate description shall first be submitted to and approved by the CITY and such Alterations shall be done by the PARTNER at its own expense. All such Alteration work shall be performed under the CITY'S supervision and any improvements made

to the Premises at the PARTNER'S expense shall become the property of the CITY at the end of the Agreement period. PARTNER agrees that all Alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the Premises by reason thereof.

CITY retains ownership of Premises in its entirety, and may make any City-led alterations to the Premises it deems appropriate and necessary. When City-led alterations will impact PARTNER operations, parties will work together in good faith to coordinate efforts and minimize disruptions to the Government Program.

12. Notices.

Any notice, statements, bills, or other communications required to be given under this Agreement 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 or registered mail addressed to the other return-receipt postage prepaid or sent via overnight express mail as follows:

AS TO CITY:

Tyler McKean, Partnership Agreements Manager

City of Saint Paul

400 City Hall Annex 25 W. 4th Street

Saint Paul, MN 55102

Email: tyler.mckean@ci.stpaul.mn.us Phone: 651-266-6396

AS TO PARTNER:

Seth Washington, Interim Vice President of Operations

The Sanneh Foundation

1276 University Ave W.

Saint Paul, MN 55104

Email: swashington@thesannehfoundation.org Phone: 651-690-4855

or to such other subsequent address as the respective parties shall designate in writing. When notices from the CITY require a response from PARTNER, such response shall be received by CITY within five business days from receipt, or such other time as may be expressly set forth in this Agreement, for compliance.

13. Reporting

a. Annually, by February 28, supply to City an annual report including community impacts of operations, program metrics, financials, and stewardship.

b. The CITY has a right to inspect all books and records pertaining to the operation of Premises by PARTNER. The CITY will be granted inspection of said books and records by providing PARTNER with written notice, upon which PARTNER will have fifteen (15) days to provide access to those books and records to the CITY or its agents.
c. PARTNER 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 (6) years following termination of the Agreement.

14. Right of Entry.

At all times during the Term of this Agreement, CITY 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.

PARTNER shall be issued facility keys, key fobs or keypad codes to access the facility by CITY. PARTNER will maintain a list of key staff and volunteers who have access to the premises.

15. Insurance.

PARTNER shall acquire during the Term of this Agreement the following coverage:

a. PARTNER shall be responsible for insuring, securing and maintaining all of its own personal property that is brought into the Premises. It is recommended that the PARTNER secure insurance that provides coverage for its property for all losses. CITY shall not be responsible for any damage, including from fire, theft, water and or vandalism to the PARTNER's property.
b. COMPREHENSIVE GENERAL LIABILITY INSURANCE including blanket contractual liability coverage and broad form property damage liability endorsement with a combined single limit of not less than $1,500,000 per occurrence and $2,000,000 aggregate shall be purchased by the PARTNER. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to CITY's insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage. Such insurance limits shall remain equal to or greater than the Municipal Maximum Tort Liability Limits as provided under Minnesota Statutes Chapter 466.04, which may be amended from time to time, and upon amendment may require PARTNER to purchase and provide evidence of additional insurance.
c. WORKER'S COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least $500,000 per accident, $500,000 per policy, $500,000 per disease policy limits and with an all states endorsement.
d. AUTOMOTIVE LIABILITY INSURANCE with minimum limits of $1,000,000 combined single limit, and $2,000,000 aggregate covering hired, non-owned and owned automobiles.
e. The PARTNER shall supply to CITY current insurance certificates for policies required in this paragraph. The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.

f. The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the PARTNER to purchase and maintain additional insurance that may be necessary in relation to this Agreement.
g. Nothing in this contract shall constitute a waiver by the CITY of any statutory limits or exceptions on liability.
h. PARTNER shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and shall deliver copies of the declaration page (at a minimum) to the CITY of PARTNER'S execution of this Agreement. The policies required shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the CITY a 30-day written notice.

16. Indemnification.

PARTNER agrees to indemnify, defend, save, and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of or by reason of the Agreement of the herein described Premises by CITY to PARTNER, or the use or condition of the Premises or as a result of operations or business activities taking place on the Premises. It is fully understood and agreed that PARTNER is aware of the conditions of the Premises and Agreements the same "as is."

17. Termination; Default.

a. **Termination by mutual consent.** This Agreement may be terminated at any time by mutual written consent of the Parties.

b. **Termination by CITY.** This Agreement may be terminated without cause by the CITY by providing PARTNER with one hundred eighty (180) days' notice.

c. **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.

d. Material breach by PARTNER defined.

The following events will be deemed to be material breaches by PARTNER:

i. **Failure by PARTNER to maintain a Government Program as set forth in § 7**. PARTNER fails to perform any material obligation under the Development Agreement, and such failure (a) results in delay or failure of the construction of required improvements, (b) jeopardizes the funding or compliance requirements of the Grant Agreement, or (c) prevents or materially impairs the delivery of the Government Program. PARTNER shall have sixty (60) days to cure following written notice

ii. **Failure to pay**. In the event that PARTNER fails to make any payment due CITY as required under this Agreement and the failure continues for a period of more than thirty (30) days after receipt of written notice of such non-payment.

iii. **Lapse in insurance**. In the event PARTNER fails to continuously maintain proper insurance as required by the Agreement and the lapse continues for a period of five (5) days after receipt of written notice of such failure.
iv. **Failure to obtain or maintain license.** In the event that PARTNER 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 fifteen (15) days after receipt of written notice of such failure.
v. **Breach without cure.** PARTNER breaches any obligation under this Agreement and such breach continues for a period of forty five (45) days or more after receipt of written notice of such breach.
vi. **Persistent or repeated breaches**. PARTNER has a pattern of persistent and repeated breaches, whether or not such breaches have been cured.
vii. **Bankruptcy.** In the event that PARTNER files a voluntary petition in bankruptcy, insolvency or a petition for reorganization, or a receiver is appointed for a substantial portion of PARTNER's property, or an order or decree of bankruptcy, insolvency, or reorganization is issued.

e. **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.

f. **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.

g. **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.

h. **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.

18. Default Remedies.

In the event PARTNER is in default under Paragraph 18 of this Agreement and such default remains uncured beyond the applicable notice and cure period, CITY may exercise any one or more of the following remedies:

a. terminate this Agreement, exclude PARTNER from possession of the Premises,;

b. exclude PARTNER from possession of the Premises, with or without terminating this Agreement and operate the Premises itself;

c. terminate the Agreement, exclude PARTNER from possession of the Premises, sell all or any part of the Premises at the best price obtainable (provided such sale is permitted by applicable law,) such sale to be on such terms and conditions as CITY, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of PARTNER.

d. Perform PARTNER's obligations under this Agreement and recover from PARTNER, the reasonable costs and expenses incurred by CITY in performing such obligations on PARTNER's behalf.

e. exercise any remedies available to it under the Minnesota Uniform Commercial Code;

f. take whatever action at law or in equity may appear necessary or appropriate to collect any payment then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of PARTNER under this Agreement.

g. in exercising any of its remedies set forth in this Section, CITY may, whether or not the Agreement is then in effect, hold PARTNER liable for the difference between the payments and other costs for which PARTNER is responsible under this Agreement.

No remedy herein conferred upon or reserved to CITY is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such 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. In order to entitle CITY to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

19. Payments in Case of Default.
In the event of a default by PARTNER under this Agreement, PARTNER shall pay CITY all costs and expenses, including reasonable attorney's fees in any action brought by CITY to recover any payment due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Agreement, or to recover possession of the Premises, whether such action progresses to judgment or not.

20. 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.

21. Surrender of Premises.
The PARTNER, at the expiration of said Term, or any sooner termination of this Agreement, shall quit peacefully and surrender possession of the Premises and its build outs and trade fixtures to CITY in as good order and condition as the property was delivered to the PARTNER. CITY reserves the right to accept build outs and trade fixtures, or PARTNER must remove them.

22. Compliance with Laws.
The Premises described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of PARTNER in the use of the Premises to comply with all laws, rules, regulations, or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by PARTNER to comply with any of said laws, rules, regulations or ordinances will not relieve PARTNER of the obligation to pay the rental provided herein.

23. Non-Discrimination.
PARTNER for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that

a. no person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; sexual or affectional orientation;

b. that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;

c. that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Premises; and

d. that PARTNER shall use the Premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

24. Controlling Agreement.
In the event there is any prior existing Agreement or rental agreement between PARTNER and CITY (or its predecessor in interest) covering the subject property, including but not limited to the USE LEASE AGREEMENT dated January 1, 2019 it is agreed and understood that this Agreement shall cancel and terminate any prior Agreements or rental agreements as of the effective date of this Agreement.

25. Destruction.
In the event of damage to or destruction of the Premises or in the event the Premises become untenable or unfit for occupancy due to such damage during the Term of this Agreement, CITY may at its option:

a. terminate the Agreement upon fifteen (15) days' written notice to PARTNER; or
b. within fifteen (15) days agree to restore the Premises within a reasonable time period following the casualty, charging the costs in excess of the insurance proceeds, if any, to PARTNER; or
c. may direct that PARTNER promptly restore the Premises to substantially the condition existing immediately prior to such damage or destruction, and for that purpose, if such damage or destruction was caused by perils insured against the CITY shall make available to PARTNER pro-rata, as work progresses, the net proceeds of such insurance. If such proceeds are insufficient to pay the entire cost thereof, PARTNER agrees to pay, a lump sum payment (or in a form agreed upon by CITY) equal to the remainder of such cost. Payments to be made during the restoration period shall be abated in proportion to the percentage of loss and impairment of the use of the Premises as determined by the CITY, times the number of days of loss or impairment.

26. Records, Dissemination Of Information.
Until the expiration of six years after the furnishing of goods, supplies or services pursuant to this Agreement, upon written request from CITY, PARTNER 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. PARTNER 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.

27. Amendments.
No amendments to this Agreement shall be effective without being reduced to writing and executed by both parties and agreed to by the Commissioner of Minnesota Management and Budget or his/her designee.

28. 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.

29. Exhibits.
All Exhibits attached hereto are incorporated into and made a part of this Agreement. Exhibits may be updated from time to time by mutual written consent, such as to reflect final as-built conditions of Premises.

30. Entire Agreement.
This Agreement constitutes the full and complete agreement between the parties and supersedes any prior negotiations or agreements.

31. Counterparts.
The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

32. 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.

33. Recitals.
The recitals on page 3 of this Agreement are hereby incorporated into this Agreement,

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Agreement first above-written.

CITY OF SAINT PAUL

X

Andy Rodriguez
Director, Parks and Recreation

X

Joe Harney
Director, Office of Financial Services

X

Erica Schumacher
Deputy Mayor

X

Nicole Tillander
City Clerk

Approved as to Form:

X

Sarah Sullivan
Assistant City Attorney

The Sanneh Foundation

X

Tony Sanneh
Founder and CEO

X

Brian Findlay
President, Board of Directors

Exhibit A – Premises (to be updated after completion of Family Center)

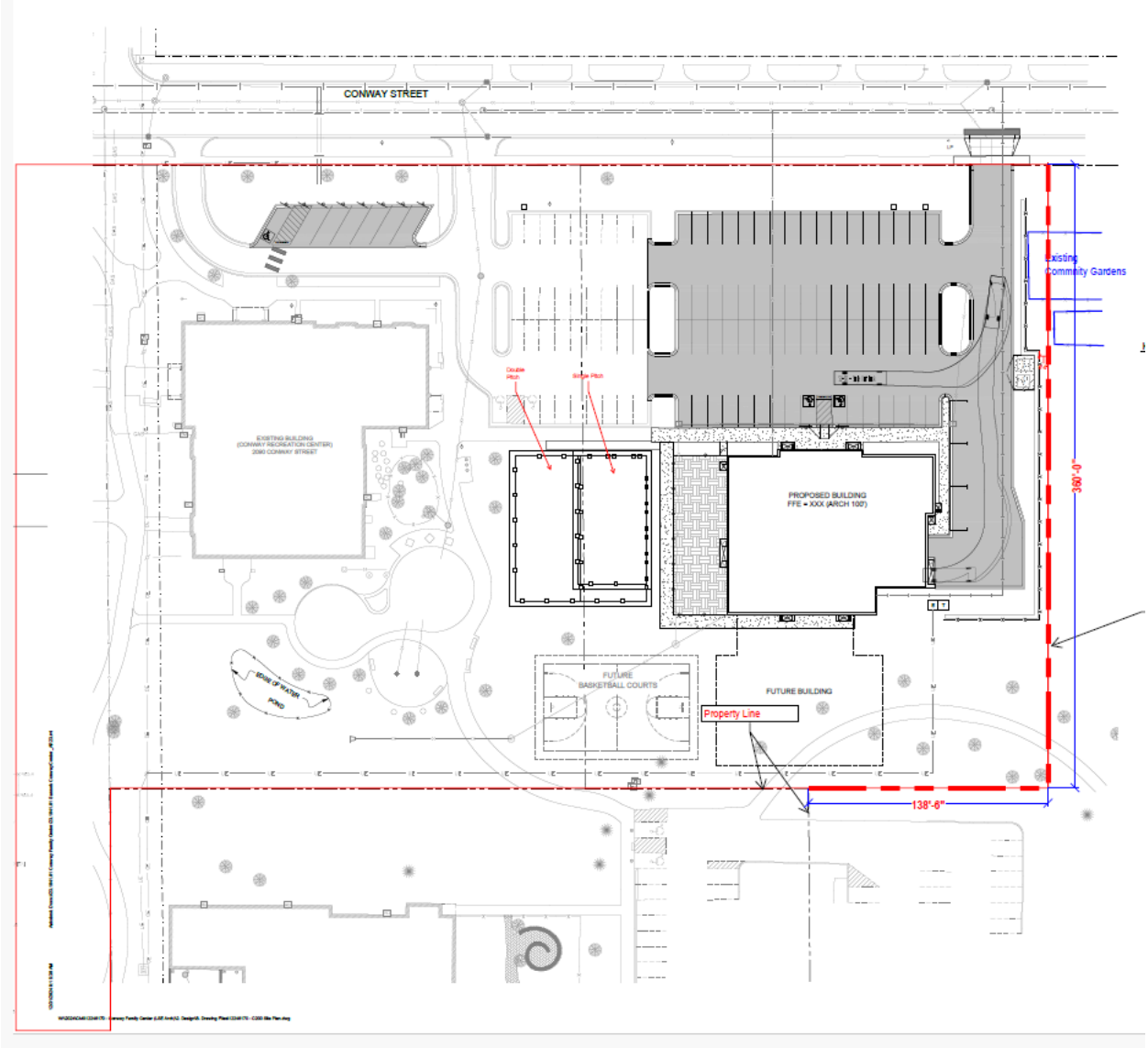


Exhibit B - Annual Performance Metrics & Renewal Scoring

The Sanneh Foundation – Conway Park Management Agreement

- Total Possible Score: 100 Points
- Minimum Score Required for Renewal Eligibility: 70 Points average over Term

Category 1 – Contract Compliance (25 Points)

PARTNER shall demonstrate consistent and timely compliance with all material contractual obligations.

Metric	Standard	Points
Timely Financial Reporting	100% of required monthly reports submitted on time (≤ 1 late per 24 months allowed)	8
Timely Deliverables	No late reports or other contract deliverables	7
Insurance & Required Filings	No lapses; all required submissions timely	5
Defaults & Breaches	No persistent breach; ≤ 1 repeated breach in 24 months	5

Scoring Guidance:

- Full compliance = full metric points
- Minor deviation (corrected quickly) = 50% of metric points
- Pattern of noncompliance = 0 for metric

Category 2 – Delivery of Government Program (45 Points)

PARTNER shall actively engage program users and the public to drive attendance, improve services, and enhance customer satisfaction. Annual metric results will be reported to the Park and Recreation Commission each March with proposed metrics for the coming year.

Metric	Standard	Points
Duplicated Program Registrations	2,500 duplicated registrations per year (programs, leagues, activities at Conway Park campus)	12
Unduplicated Membership Scans	4,500 unduplicated membership scans per year	12
Community-Facing Events	8 community-facing events per year (open to public; internal bookings excluded)	8
Open / Staffed Facility Hours	4,000 open and staffed facility hours per year across the Conway Park campus	8

Demonstrated Coordination with Parks	Provide access to Equity Center fields for City's Municipal Athletics program, during spring season for minimum of two hours weekly)	5

Scoring Guidance – Tiered Performance:

- 100% or more of benchmark = full points for metric
- 85–99% of benchmark = 75% of metric points
- 70–84% of benchmark = 50% of metric points
- Below 70% of benchmark = 0 for metric

Benchmarks reflect the expanded Conway Park campus including the Conway Family Center and Women's Athletic Center.

Force Majeure and Extraordinary Circumstance Review

In any annual scoring period, PARTNER may petition CITY in writing for a suspension or reconsideration of performance metric benchmarks upon demonstrating that an extraordinary circumstance beyond the reasonable control of either party — including but not limited to a public health emergency, federally declared disaster, government-mandated closure, or significant disruption to facility access — materially impaired PARTNER's ability to meet established Government Program benchmarks during that period. CITY shall review such petition in good faith and may, in its sole discretion, adjust or suspend the affected benchmarks for that annual period. Such adjustment or suspension shall not affect benchmarks in any other annual period and shall be documented in writing by both parties.

Upward Adjustment for Sustained Overperformance

In any instance where PARTNER's annual scorecard results demonstrate performance exceeding established benchmarks by fifteen percent (15%) or more across Government Program metrics for three (3) consecutive annual periods, CITY and PARTNER shall meet and confer to adjust the applicable benchmarks upward to reflect PARTNER's demonstrated capacity.

Category 3 – Stewardship & Maintenance of Public Asset (30 Points)

PARTNER shall demonstrate consistent and proactive care of Premises as a public asset.

Metric	Standard	Points
Routine Maintenance Compliance	No pattern of deficiency notices	10
Facility Care & Cleanliness	Meets park standards; no repeated written warnings	10
Safety & Environmental Compliance	No violations; no repeat safety citations	10

Scoring Guidance:

- 1–2 minor written deficiency notices corrected timely = 75% of metric

- Repeated unresolved deficiencies = 0

Minimum Renewal Thresholds

Regardless of total score, renewal eligibility requires:

- Minimum 18/25 in Contract Compliance
- Minimum 32/45 in Delivery of Government Program
- Minimum 22/30 in Stewardship
- No uncured material breach
- Failure to meet either minimum category threshold = Not Eligible for Renewal

FINAL SCORE CALCULATION

Item Score

Category 1____ / 25

Category 2____ / 45

Category 3____ / 30

Total Score: ____ / 100

RENEWAL ELIGIBILITY DETERMINATION (Averaged across Term)

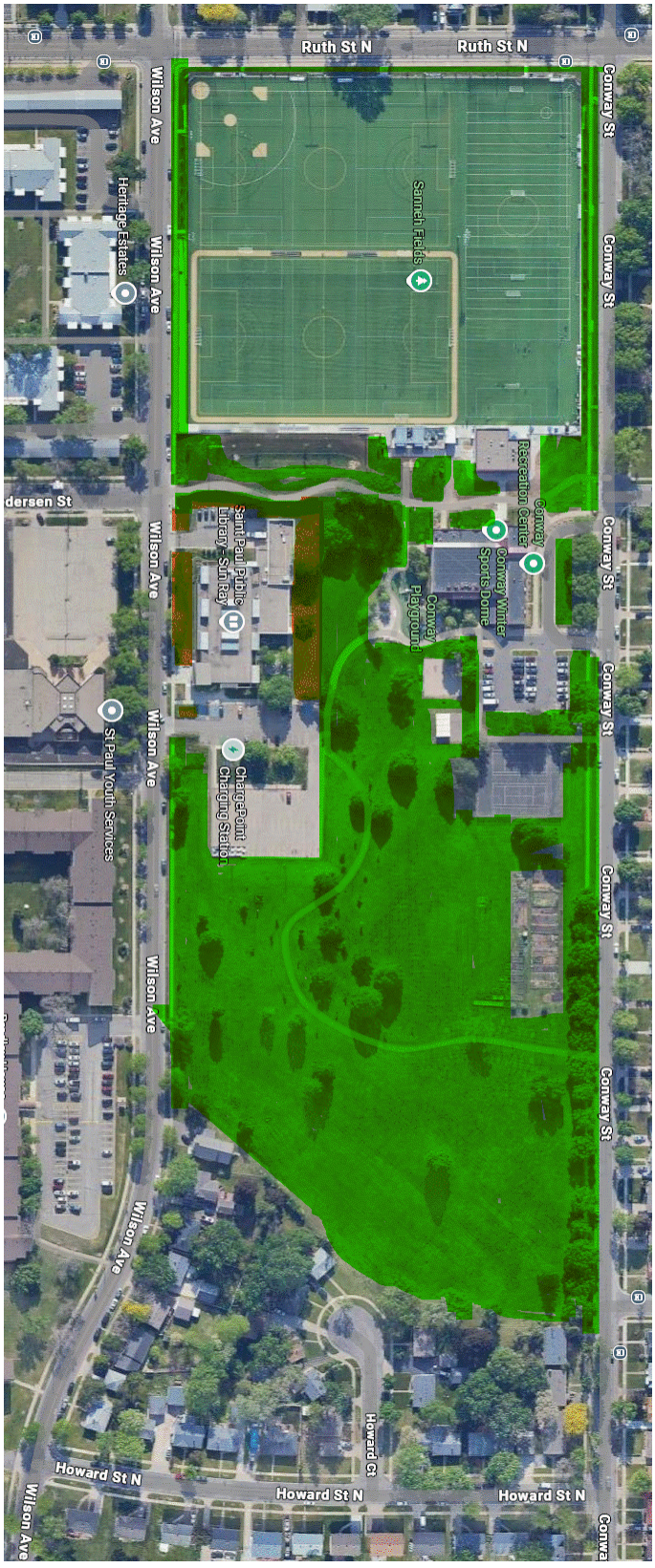
Final Score Renewal Status

- 90–100 Eligible for Renewal
- 80–89 Eligible for Renewal (CITY discretion)
- 70–79 Conditional Renewal Only (Corrective Plan or Investment required, see paragraph 4.B.)
- Below 70 Not Eligible for Renewal

Exhibit C – Park Maintenance Responsibilities (to be updated after completion of Family Center)

City Snow Removal

City Turf Maintenance



Sanneh Use Agreement 2026.6.1 to 2040.12.31