

FIRST AMENDMENT TO MANAGMENT AGREEMENT BETWEEN  
CITY OF SAINT PAUL AND BLACKHAWKS OF ST. PAUL SOCCER CLUB

This FIRST AMENDMENT to the January 13, 2021 Agreement between the City of Saint Paul, through its Department of Parks and Recreation ("City") and Blackhawks of St. Paul Soccer Club, a 501(c)(3) non-profit corporation ("Blackhawks") is entered into this \_\_\_\_ day of August 2021.

WHEREAS, the City and Blackhawks entered into an Agreement on January 13, 2021 for the management of the Orchard Recreation Center, located at 875 West Orchard Ave, Saint Paul, MN 55103; and

WHEREAS, Blackhawks wishes to amend the Agreement to allow for mural placement on the exterior of Orchard Recreation Center; and

WHEREAS, City and Blackhawks wish to further define specific maintenance responsibilities; and

Now, therefore, Blackhawks and City agree to amend the January 13, 2021 Agreement as follows:

1. Paragraph 5 ("Blackhawks Responsibilities") is amended to add:

G. Blackhawks is responsible for maintenance of the field irrigation system, including all incurred maintenance costs. Blackhawks will ensure that routine maintenance, including annual RPZ testing, is undertaken and documented.

H. Blackhawks will maintain the exterior building murals, at Blackhawks' expense, in such a way as to ensure they are legible, continue to match City approved designs, and do not detract from the aesthetics of the building. When required because of wear, damage, or vandalism Blackhawks will undertake repainting or other repair work to restore the exterior building murals.

All other terms and conditions of the Agreement will remain in full force and effect.

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

Electronic Signatures. The parties agree that the electronic signature of a party to this Amendment shall be valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties further agree that any document (including this Amendment and any attachments or exhibits to this Amendment) 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 Amendment.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Amendment, the day and year first above written.

For the City of Saint Paul:

For Blackhawks of Saint Paul

\_\_\_\_\_  
Mayor's Office

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Director, Parks and Recreation

\_\_\_\_\_  
Director, Finance

Approved as to Form:

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