

FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF SAINT PAUL AND KEYSTONE COMMUNITY SERVICES

This FIRST AMENDMENT to the June 13, 2022 Agreement between the City of Saint Paul, through its Department of Parks and Recreation ("City") and Keystone Community Services, a 501(c)(3) non-profit corporation ("Keystone") is entered into this ____ day of September 2025.

WHEREAS, the City and Keystone entered into an Agreement on June 13, 2022 for management and programming of West Seventh Community Center, ("West Seventh") located at 265 Oneida St, St Paul, MN 55102 which terminates on June 12, 2027; and

WHEREAS, the Minnesota Department of Education ("MDE") has awarded Keystone a Multi-Purpose Community Facility Project grant of \$458,100 for capital investment at West Seventh; and

WHEREAS, the Agreement allows for a five-year renewal option with mutual consent of Parties, which could extend agreement to June 12, 2032; and

WHEREAS, the MDE requires grant recipients have no fewer than five years remaining on a lease agreement past the Expiration Date of grant (December 31, 2026); and

WHEREAS, City and Keystone wish to amend the Agreement to allow for an automatic five-year renewal when MDE grant funded investments are made into West Seventh; and

Now, therefore, Keystone and City agree to amend the June 13, 2022 West Seventh Agreement as follows:

- 1) Initial 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 provided either:

- a) Parties mutual consent to the same terms and memorialize in writing within the last six months of Initial Term.
- b) Keystone makes \$458,100 of capital investments to West Seventh by end of Initial Term.

- 4) Payments.** Parties agree that the capital investments to be made in West Seventh as well as and the benefit to the public in Keystone's services offset the need for monthly rental payments.

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

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

For the City of Saint Paul:

For Keystone Community Services

Mayor's Office

By _____

Its _____

Director, Parks and Recreation

Director, Finance

Approved as to Form:

Assistant City Attorney