Shakopee Soccer Association
CONCESSIONS AGREEMENT
2020

This agreement, made and entered into this _____ 2020, by and between the City of Shakopee, a Minnesota municipal corporation, located at 485 Gorman Street, Shakopee, in the County of Scott, State of Minnesota (hereinafter referred to as "CITY") and the Shakopee Soccer Association, (hereinafter referred to as "SSA").

WITNESSETH:

Whereas the CITY is desirous of providing efficient concession services to patrons of the 17th Avenue Sports Complex; and

Whereas the SSA wishes to provide concession services at the 17th Avenue Sports Complex in order to raise funds for the ongoing support of SSA expenses; and

Whereas the CITY desires to designate at least a portion of the concessions earnings to go into the Park Reserve fund, which is used in part to fund improvements at the 17th Avenue Sports Complex, which is a benefit to the CITY;

Now, therefore, in consideration of the promises, terms and conditions stated herein, the parties agree as follows:

I. DUTIES AND RIGHTS OF SSA

A. SSA agrees to obtain and maintain all licenses and permits necessary to operate a concession stand as required by any and all governmental agencies.

B. SSA agrees to provide full and complete services for the sales of food concessions at the 17th Avenue Sports Complex concession stand on the dates that it plays its home/league games, starting approximately May 1. The CITY may request to provide these services at additional times and the SSA may meet those requests, if given two weeks notice. Weekly schedule always needs to be posted/updated outside concession stand.

C. SSA agrees to pay the CITY an amount equal to Ten Percent (10%) of the gross receipts from concessions at the 17th Avenue Sports Complex.

D. Payment shall be made annually, on or before November 1 of each year.

E. SSA agrees to purchase and maintain all food goods, materials and supplies necessary for the concession stand. SSA may sell souvenirs and other hard goods not sold by the CITY, as approved by the CITY in writing. SSA souvenirs and other hard good sales in the concession stand under the licenses of a separate organization, shall not be subject to the commission specified in I.C., above.

F. SSAagrees to provide, maintain and repair facilities and equipment as necessary for the sale of concessions. SSA will be responsible for the cost of any losses resulting from spoilage of frozen or refrigerated foods due to a power outage or equipment failure. SSA shall thoroughly document such losses. If equipment is needed, either in replacement of

or addition to the existing equipment, the equipment must meet appropriate NSF standards.

G. SSA agrees to provide all manager(s), supervisor(s) and attendant(s) and other personnel for its concession operations. SSA also agrees and understands that nothing contained herein creates or establishes the relationship of copartners between itself and the CITY and that it is an independent contractor and its officers, managers, supervisors, volunteers, attendants and other employees are not employees, agents or representatives of the CITY with respect to any services performed under this agreement. Such personnel or other personal associated with SSA shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the CITY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability or severance pay and PERA.

H. SSA agrees to maintain in internal control system, which includes a Cash Report, on forms approved by the CITY. Such reports shall be submitted along with each annual remittance of the CITY's share of the gross receipts. In accordance with Minnesota Statutes 16B.06, Subdivision 4, SSA further agrees to allow the CITY or the State Auditor or their agents to review, upon request, all records associated with the performance of the agreement, including invoices for concession goods and supplies, all canceled checks for payment of such invoices, all inventory records, and to be present at the taking of inventories, and to verify inventory shrinkage records.

I. On or before November 1 of each year, SSA shall provide the CITY with a copy of the season's concession financial report prepared by SSA.

J. SSA shall conduct its activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the CITY and all of its officers, agents and employees from any and all claims, losses, injured, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of SSA it agents, officers, employees, volunteers, patrons, or any persons associated with or served by SSA's concessions operations.

K. SSA agrees to provide a certificate of insurance showing proof of comprehensive general liability in the minimum amount of $1,000,000 per occurrence, products liability in the minimum amount of $1,000,000 per occurrence, and fire/property damage in the amount of $100,000 per occurrence. The required insurance certificate must name City of Shakopee, its officials, agents, employees, and volunteers as additional insured's. A copy of the certificate must be submitted to the City Clerk, and all policies shall provide and the certificates issued evidence that the CITY will be notified at least 30 days prior to cancellation or modifications of coverage. Renewal certificates shall be provided to the CITY 30 days prior to the expiration date of coverage. All insurance must be provided at the SSA's expense and at no costs to the CITY.

L. SSA or the CITY may terminate this agreement upon thirty (30) days written notice to the other party. In the event of such termination by either party, the SSAagrees to pay the CITY the full remittance owed as of the date of termination.

M. SSA, agrees to comply with Minnesota Statutes 181.59 and other related state and federal laws prohibiting discrimination in performance of this agreement on the basis of race, color, creed, religion, national origin, sex, martial status, disability and status with regard to public assistance, age or familial status. SSA agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging illegal discrimination.

N. SSA agrees to comply with the Americans With Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. The CITY has designated coordinators to facilitate compliance with the Americans Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. SSA agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging a violation of the ADA.

O. SSA agrees to abide by all applicable State laws and requirements, including but not limited those of the Minnesota Department of Health.

II. DUTIES AND RIGHTS OF THE CITY

A. The CITY agrees to provide, maintain and repair the complex and real property as necessary for the sale of concessions for use by the SSA. The CITY further agrees to provide storage for SSA inventories, subject to the limitations of available space at the Concession Stand. The CITY assumes no liability for lost, stolen or damaged merchandise or equipment left or stored in the Concession Stand.

B. Should the building become unsuitable for the sales of concessions, due to vandalism, fire, weather related events, etc, the CITY reserves the right to terminate this agreement.

C. The CITY may immediately terminate this agreement in the event that SSA fails to perform its duties under this agreement.

D. The CITY may terminate this agreement upon thirty (30) days written notice to the SSA for any reason other than stated in II.B or II.C.

E. The CITY will provide beverage refrigerator units through the CITY's beverage supplier.

III. JOINT DUTIES AND RIGHTS

A. SSA and the CITY agree to work to develop a security plan for controlling access to the concession area. This plan will designate which SSA personnel will be issued keys to the concession stand. Individuals on this list may not transfer their keys to other individuals without prior approval by the CITY. The plan will also designate which CITY staff have access to the concession area for conducting building maintenance and inspections, etc.

B. SSA and the CITY agree that the types, serving sizes, prices and packaging of concession items sold by SSA shall be mutually agreed upon by the Shakopee Parks Recreation Director and SSA.

C. SSA and the CITY agree that in the event a tournament sponsored by a local sports association is held in at the facility during the terms of this agreement, that the SSA will pass on a share of its concession revenue generated during the tournament to the CITY if it operates the concession stand. The amount of share shall be mutually agreed by SSA and the CITY.

D. It is mutually understood and agreed that this Agreement represents the entire agreement between the parties and supersedes and all prior agreements or proposals, written or oral, and that no alternation, modification or addenda to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

E. This Agreement shall commence upon execution by both parties, and shall terminate on November 1, 2020, unless otherwise provided for as in Section (I).

F. This Agreement shall not be assignable except by the written consent of the CITY.

G. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

CITY OF SHAKOPEE

_____
Mayor

_____
City Administrator

_____
City Clerk

SHAKOPEE SOCCER ASSOCIATION

_____
President