SHAKOPEE YOUTH HOCKEY ASSOCIATION CONCESSION AGREEMENT 2021-2022

This agreement made and entered into this _____ day of _____, 2021, 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 Shakopee Youth Hockey Association, a nonprofit corporation in the County of Scott, State of Minnesota (hereinafter referred to as "SYHA").

WITNESSETH:

Whereas, the CITY of Shakopee is desirous of providing efficient concession services to Shakopee Ice Arena patrons, and generate revenue; and

Whereas, SYHA wishes to provide concession services at the Shakopee Ice Arena in order to raise funds for the ongoing support of youth hockey in the community; and

Whereas, SYHA uses concession earnings to rent ice time at the Shakopee Ice Arena, which is beneficial 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 SYHA

A. SYHA agrees to provide full and complete services for the sales of food concessions at the Shakopee Ice Arena concession stand during High School Games, Summer Tournaments, Open Skate Sessions, and Monday- Friday between the times of 6:00PM-8:00PM and Saturdays and Sundays between the times of 9:00AM to 6:00PM in season, excluding holidays unless otherwise agreed upon.

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

C. SYHA agrees to pay the CITY 10% of Gross Sales from concessions sales at the Shakopee Ice Arena for the use of Arena concession stand facilities and equipment.

D. Payments shall be made on or before May 31st.

E. SYHA agrees to provide, maintain and repair facilities and equipment as necessary for the sale of concessions. SYHA 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. SYHA 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.

F. SYHA agrees to provide all manager(s), supervisor(s), attendant(s), and other personnel for its Ice Arena concession operations, and train those personnel in food preparation and handling procedures as required by any and all government agencies. SYHA 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 personnel associated with SYHA shall not 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.

G. SYHA agrees to maintain an internal control system which includes Cash Demand System and a Cash Report, on forms approved by the CITY. Such reports shall be submitted along with the remittance of the CITY's share of the gross receipts. In accordance with Minnesota Statutes 16B.06, Subdivision 4, SYHA 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. Gross receipts shall be agreed upon by the CITY Finance Director. SYHA will maintain a separate checking account for concessions operations.

H. On or before May 31st of each year, SYHA shall provide the CITY with a copy of the year-end Ice Arena Concession financial report prepared by SYHA for its Board of Directors.

I. SYHA 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 SYHA, its agents, officers, employees, volunteers, patrons, or any persons associated with or served by SYHA concessions operations.

J. SYHA agrees to carry a certificate of insurance for comprehensive general liability in the minimum amount of $1,000,000 per occurrence, $1,000,000 general aggregate, $1,000,000 food product liability per occurrence, and fire/property damage in the amount of $100,000 per occurrence. The required insurance certificate must name the 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 SYHA expense and at no costs to the CITY.

K. SYHA may terminate this agreement upon thirty (30) days written notice to the CITY, except as outlined in II.B. In the event of such termination by either party, SYHA agrees to pay the CITY the full remittance owed as of the date of termination.

L. SYHA 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, marital status, disability and status with regard to public assistance, age or familial status. SYHA 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.

M. SYHA 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. SYHA 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.

II. DUTIES AND RIGHTS OF THE CITY OF SHAKOPEE

A. The CITY agrees to provide storage for SYHA inventories, subject to the limitations of available space at the Ice Arena. The CITY assumes no liability for lost, stolen or damaged merchandise or equipment left or stored in the concession stand.

B. The CITY may immediately terminate this agreement in the event that SYHA fails to provide concession services in accordance with Shakopee Ice Arena schedule of events or otherwise fails to perform its duties under this agreement.

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

D. The CITY will provide and maintain basic mechanical, electrical and plumbing in the space per code regulations

E. Any improvements need to be requested and approved by the CITY.

III. JOINT DUTIES AND RIGHTS

A. SYHA and the CITY agree to work to develop a security plan for controlling access to the concession area. This plan will designate which SYHA 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 will have access to the concession area for conducting building maintenance, inspections, etc.

B. SYHA will sweep, spot mop and wipe down everything each night. The CITY will maintain the heavy floor cleaning each week.

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

D. It is mutually understood and agreed that this Agreement represents the entire agreement between the parties and supersedes 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 not be assignable except by the written consent of the CITY.

F. 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	SHAKOPEE YOUTH HOCKEY ASSOCIATION
_____	
Mayor	
_____	_____
City Administrator	President
_____	
City Clerk	