

**ECONOMIC DEVELOPMENT
AUTHORITY
MEETING**

City Hall Council Chambers
February 10, 2025

AGENDA



- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Agenda and Consent Agenda**
 - a. Approval of Minutes
- 4. Commission Consideration Items**
 - a. Resolution Authorizing the Heritage Center of Brooklyn Center to Enter into a Contract with Mintahoe Catering and Events for Managemnt and Operations of the Heritage Center Catering Facilities and Authorizing the Executive Director and Recreation Direct to Execute Such Contract
- 5. Adjournment**

Council Regular Meeting

DATE: 2/10/2025
TO: Economic Development Authority
FROM: Barb Suciu, City Clerk
THROUGH: Daren Nyquist, Deputy City Manager
BY: Shannon Pettit, Deputy City Clerk
SUBJECT: Approval of Minutes

Requested Council Action:

- *Motion to approve the minutes*

Background:

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. 2025.01.13 EDA - unapproved

MINUTES OF THE PROCEEDINGS OF THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN CENTER
IN THE COUNTY OF HENNEPIN AND THE
STATE OF MINNESOTA

REGULAR SESSION
JANUARY 13, 2025
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center Economic Development Authority (EDA) met in Regular Session called to order by President April Graves at 8:36 p.m.

2. ROLL CALL

President April Graves and Commissioners Kris Lawrence-Anderson, Dan Jerzak, Teneshia Kragness, and Laurie Ann Moore. Also present were City Manager Reggie Edwards, City Clerk Barb Suciu, Deputy City Clerk Shannon Pettit and City Attorney Siobhan Tolar.

3. APPROVAL OF AGENDA AND CONSENT AGENDA

Commissioner Jerzak moved and President Graves seconded to approve the Agenda and Consent Agenda, and the following item was approved:

3a. APPROVAL OF MINUTES

1. December 9, 2024 – Regular Session

3b. RESOLUTION NO. 2025-01; ELECTING OFFICERS FOR THE ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF BROOKLYN CENTER

Commissioner Moore abstained on the vote for 3a. Approval of Minutes and voted in favor of 3b. Resolution Electing Officers for the Economic Development Authority for the City of Brooklyn Center. Motion passed unanimously.

4. COMMISSION CONSIDERATION ITEMS

None.

5. ADJOURNMENT

President Graves moved and Commissioner Kragness seconded adjournment of the Economic Development Authority meeting at 8:38 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 2/10/2025
TO: Economic Development Authority
FROM: Cordell Wiseman, Director of Parks & Recreation
THROUGH:
BY: Cordell Wiseman, Director of Parks & Recreation
SUBJECT: Resolution Authorizing the Heritage Center of Brooklyn Center to Enter into a Contract with Mintahoe Catering and Events for Management and Operations of the Heritage Center Catering Facilities and Authorizing the Executive Director and Recreation Director to Execute Such Contract

Requested Council Action:

- Motion to approve a resolution authorizing the Heritage Center of Brooklyn Center to enter into a contract with Mintahoe Catering and Events for management and operations of the Heritage Center catering facilities and authorizing the Executive Director and Recreation Director to execute such contract

Background:

Mintahoe Catering and Events agreement for food service management at the Heritage Center of Brooklyn Center. The term of this Agreement shall be effective January 1, 2025, or from the date of execution after all required signatures have been entered, until December 31, 2027. The management agreement outlines the relationship, duties, and responsibilities by and between the Owner (Brooklyn Center Heritage Center on behalf of Brooklyn Center Economic Development Authority) and Manager (Mintahoe Catering and Events) regarding Management and Operation of the Facility, Equipment, Finance and Accounting, Personnel, Catering Facility Oversight, General Duties, Marketing and Communication, and Insurance.

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. #1002661-v3-Heritage_Center_-_Mintahoe_Catering_Agreement 2.4.25
2. 2025 Mintahoe contract Resolution

**City of Brooklyn Center
Heritage Center**

AGREEMENT FOR FOOD SERVICE MANAGEMENT

This Agreement dated _____, is by and between the Economic Development Authority in and for the City of Brooklyn Center, a political subdivision of the State of Minnesota with its principal office located at 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430 ("**Owner**") and Mintahoe, Inc. a Minnesota Corporation d/b/a as Mintahoe Catering & Events, with its principal office located at 2850 Anthony Lane South, Minneapolis, Mn 55418 ("**Manager**"). The Owner and Manager are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, Owner is the owner of a convention center and exhibit hall called The Heritage Center of Brooklyn Center, (the "Heritage Center") in Brooklyn Center, Minnesota; and

WHEREAS, the Heritage Center is equipped with full kitchens and banquet space for catered affairs and other special events, collectively the "Catering Facility"; and

WHEREAS, the Catering Facility contains full a fully "Kitchen Facility" including all required equipment, and storage facilities, dishwashing facilities, and one office space; and

WHEREAS, Owner desires to secure the services of Manager in providing management services for Owner's Kitchen Facility as desired by Owner; and

WHEREAS, Manager is experienced in the management and operation of commercial food and beverage operations and is in the business of providing management and consultant services to such enterprises.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

AGREEMENT

**SECTION I
DEFINITIONS, TERM AND TERMINATION**

A. Definitions

1. Catering Facility: Means facilities used by Mintahoe to execute an event.
2. Heritage Center: Means the Heritage Center of Brooklyn Center and all spaces.
3. Kitchen Facility: Means the catering kitchen, plate up kitchen, refrigeration facilities the location of food preparation, food storage, food service, and cooking, baking, and dishwashing. It also includes the alcoholic bar stations and contents
4. Manager: Means Mintahoe Catering and Events
Owner: Means the Brooklyn Center Heritage Center on behalf of Brooklyn Center Economic Development Authority

B. Initial Term and Extended Term

1. Initial Term. The term of this Agreement shall be effective January 1, 2025, or from the date of execution after all required signatures have been entered, until December 31, 2027, unless terminated pursuant to Section C below.
2. Extended Term. The parties agree that one-year prior to the expiration of the Term of this Agreement, or any extensions thereof, they shall engage in good faith negotiations to discuss the possibility of extending the Agreement term. Such negotiations shall commence no later than 180 days prior to the expiration of the Initial Term.

Either Party wishing to initiate negotiations for an Extended Term shall provide written notice to the other Party at least 360 days prior to the expiration of the initial Term. The notice shall include the proposing Party's intentions regarding an extended Term that they wish to discuss. The Parties agree to negotiate in good faith with the intention of reaching an agreement for an Extended Term.

Notwithstanding the provisions of this clause, neither Party shall be obligated to agree to an Extended Term. This clause does not constitute a commitment to extend the Term and any extension must set forth in writing and be signed by both Parties. If the Parties reach an agreement on the Extended Term, such agreement shall be documented in a written amendment to this Agreement and shall be executed by both Parties.

C. Termination

1. Breach. In the event of any breach of this agreement by either party, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach. Upon receipt of the breach notice, the breaching party shall have 30 days (the "Correction Period") to cure or rectify the breach to the reasonable satisfaction of the non-breaching party, which will not be unreasonably withheld. During the Correction Period, the breaching party must take all necessary steps to correct the breach and prevent its recurrence. If the breaching party fails to cure the breach within the Correction Period, the non-breaching party shall have the right to terminate this agreement with written notice, effective thirty days later. The failure of the non-breaching party to enforce this cancellation clause during the Correction Period shall not be construed as a waiver of the right to cancel the contract at any later time, provided the breach is not corrected. Examples of breach include but are not limited to: failure to adequately staff and execute events on a consistent basis, failure by bar staff to accurately, to the best of their knowledge, report and reconcile receipts and monies received from events thereby causing financial discrepancies and budget underruns.
2. In the Event of Termination. In the event of termination, the Owner will pay Manager for rendered

services and/or products, received by the Owner up to the receipt of the notice of termination and thereafter until the date of termination. Prior to the Owner delivering final payment for service, the Manager must deliver all property, equipment, work product, and documentation developed up to the time of termination.

3. In the Event of Business Dissolution, etc. In the event of dissolution, termination of existence, business failure, appointment of a receiver, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any attachment, levy, or similar process involving either Manager or Owner, the other party may terminate this Agreement upon 90 days-notice or as reasonably possible upon knowledge of the terminating event.

SECTION II MANAGEMENT AGREEMENT

This Management Agreement outlines the relationship, duties, and responsibilities by and between the Owner and Manager regarding Management and Operation of the Facility, Equipment, Finance and Accounting, Personnel, Catering Facility Oversight, General Duties, Marketing and Communication, and Insurance. Additional tasks and responsibilities are outlined in **Exhibit A**.

A. Management and Operation

1. Management and Supervision. Subject to the terms of this Agreement, Owner hereby engages Manager and grants Manager the exclusive right to supervise and direct the management and operation of Owner's Catering Facility described in this Agreement Owner has engaged Manager herein as an Independent Contractor.
2. Catering Facility Operation. Manager agrees to operate the Catering Facility in a manner consistent with similar high quality catering facilities in the Twin Cities. Manager further agrees to consult with Owner to keep Owner advised of all major policy matters relating to the Catering Facility. Subject to the foregoing and to the provisions of this Agreement, Manager shall have the control and discretion with regard to the operation and management of the Kitchen Facility for customary purposes and the right to determine all operating policies within its authority and responsibilities related to the appearance of the Kitchen Facility, the standards of operation, the quality of service, and all other matters affecting customer opinion. Kitchen Facility is defined as the catering kitchen, plate up kitchen, refrigeration facilities, location of food preparation, food storage, food service, and cooking, baking, and dishwashing. It also includes the alcoholic bar stations and contents.
3. Owner's Responsibility. Owner is responsible for marketing the Heritage Center in its entirety, general business contracting, event planning and strategic direct, oversight of onsite daily operations, event billing and invoicing, and maintaining the Heritage Center facilities including but not limited to activities such as, set up, tear down and maintenance.
4. Owner Approval. The Parties agree to have periodic meetings to discuss the operation and budget of the Heritage Center and Catering Facility as determined by the Owner. Additional meetings may be called by either party through written communication. Manager agrees to obtain the approval of the Owner with respect to all major programs and policy matters which could have a material and substantial effect upon the reputation and character of the Catering Facility. If there is doubt about needed approval, Manager must consult with Owner to obtain clarity.
5. Event Execution. Owner is responsible for all event oversight, planning, details, and coordination, and client relationships. Manager will work collaboratively with the Owner to execute the spirit, vision, and intent of each event. Owner will provide onsite support to Manager during Heritage Center catering

events.

6. Third-Party Provider(s) in Out Building ("D-Barn"). Owner reserves the right to use alternative third-party providers (i.e. caterers, event companies, etc.) for City of Brooklyn Center sponsored events located in the D-Barn on the west end of the property only. If Owner utilizes alternative third-party providers, Manager will be relieved of management duties and Owner will contract with such alternative third-party provider for its services directly. Manager shall have no liability or oversight authority for the D-Barn or its associated activities. Third party catering providers shall not have access to the kitchen including dishwashing equipment. Owner shall be responsible for instructing third-party caterer and enforcing compliance with Health Department Regulations by third party providers of catering services that Owner hires.
7. Owner's Representative: Owner will appoint at least one employee to serve as the Owner's representative. Manager will be responsible to this appointed individual regarding Manager's obligations under this Agreement. The appointed Owner's representative is named in Section III(6) attached hereto. Owner has the right to change the designated Owner Representative by notifying Manager of the new designee.
8. Manager's Representative. Manager agrees to appoint one of its employees as its representative for the Kitchen Facility premises. The appointed Manager's Representative is named in Section III(6) attached hereto. Manager has the right to change the designated Manager Representative by notifying Owner of the new designee.
9. Commencement of Services. Manager agrees to commence performance of services under this Agreement on the first day of the term of this Agreement, and services shall continue to be provided during the term of this Agreement until this Agreement is terminated in accordance with the provisions of Section I(B) of this Agreement.
10. Nature of Relationship. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Owner and Manager. Save and except for the powers specifically granted to the Manager by this Agreement, Manager shall have no authority to enter into contracts or agreements on Owner's behalf without first obtaining Owner's written approval.
11. Heritage Center Improvements. To increase Heritage Center marketability and potential revenue streams, Manager will assist Owner with capital improvements at the "D Barn" up to \$300,000.00. Upon completion of "D Barn" renovations, Manager will be featured as one of the available catering options for patrons of the facility. Manager will disburse funds to Owner based on planned renovations and itemized costs. The Parties agree that if this Agreement is terminated for any reason during the Initial Term, a prorated portion of the monies expended will be refunded to Manager. The prorated portion shall be calculated based upon the itemized monies advanced to Owner.

B. Equipment

1. Owner's Responsibility. Owner will furnish, at its own expense and for the use of Manager, all furniture, fixtures and other equipment necessary for the performance of the services by Manager including, but not limited to, china, glassware, flatware, trays, utensils and other smallware (collectively called "smallwares") sufficient to provide contracted catering services to clients and office furniture and equipment. If Owner's inventory of smallwares is not sufficient for any specific event, the Manager, with prior approval of Owner, shall rent smallwares necessary for such event and rental cost shall be an expense of Owner.

2. Manager to Monitor Facility and Contents. Manager will continuously evaluate the physical appearance of the Kitchen Facility premises and the furniture, fixtures and equipment therein, and will recommend to Owner any changes which seem necessary or advisable. Manager will recommend correction of any health or safety hazard immediately upon the discovery of such hazard. Owner has the right to determine to Owner's satisfaction that recommended changes are needed or not needed.
3. Equipment Repair and Replacement. Manager, at Owner's sole expense, will maintain and repair all such equipment and, from time to time, will replace and furnish such additional equipment as may be reasonably necessary for the furnishing of services by Manager. Any expenditure for furniture, fixtures and other equipment for the Kitchen Facility shall be individually approved by the Owner. Upon termination of this Agreement, Manager agrees to return to Owner all equipment furnished to it at any time in good condition, allowing for ordinary wear and tear, reasonable loss and breakage of smallwares, and damage by fire or the elements. In the event of improper, careless, or negligent use of the kitchen equipment, furniture, fixtures, and other relevant equipment or smallwares by the Manager, the Manager shall replace the damaged equipment or smallwares at Manager's sole expense.

C. Finance and Accounting

1. General Accounting. Manager will provide all accounting and reporting functions for Manager's business operation, and such accounting services will be at Manager's expense.
2. Accounting Period. For the purposes of this agreement, the Parties agree that the accounting periods will be calculated in calendar months, and the fiscal year will be from January 1 to December 31 of each year.
3. Revenue Sharing. Revenue accrued from the Heritage Center catered events and services will be split between Owner and Manager. Owner shall receive all funds from patrons including payments for food, beverages, and all menu-related charges. Manager shall transfer all cash receipts from cash bars and concession sales to Owner. Owner shall have control of all Sales Revenues. Owner will allocate food and beverage revenue and service charge revenue in the following manner:
 - (a) Food and Beverage Revenue: Manager shall receive 72% of the food and beverage revenue, and Owner shall receive 28% of the food and beverage revenue;
 - (b) Service Charge Revenue: Manager shall receive 13% of revenue, and Owner shall receive 11% of revenue.
4. Revenue Statements. Owner shall prepare and submit to Manager a statement of Sales Revenues for the prior Accounting Period within fifteen (15) business days after the ending of each Accounting Period.
5. Food and Beverage Sales. "Food and Beverage Sales" is hereby defined as the total revenues and receipts derived from sales made on or from the Catering Facility premises, as determined by the accrual method of accounting. Food and Beverage Sales shall not include applicable sales, excise or similar taxes or gratuities, rental fees or building surcharges payable directly to Owner.
6. Billing and Payment: Owner shall wire transfer funds to Manager monthly, but no later than thirty-five (35) days following Manager submission of the invoice/pay statement. Payments to Manager are subject to compliance with City of Brooklyn Center/Economic Development Authority policies, procedures, and State law. Owner will have thirty-five (35) days from receipt of invoice to wire transfer funds to Manager.
7. Event Catering. Owner will handle all billing and collection for Heritage Center events. Owner is

responsible for collection of all revenue. If a third party fails to pay owner for a catering event, Owner is responsible for Manager's share of revenue.

8. Customer Refunds. In the event refunds or discounts to customers of catering operations are required due to complaints about unsatisfactory service by Manager, such refunds or discounts will be made by Manager, from its own funds, at its own expense.
9. Budget and Reporting. Manager will prepare and submit for the Owner's approval no later than July 1 of each year, annual sales and capital expenditures budget for the upcoming fiscal year, prepared in conjunction with Owner's Sales and Marketing staff.
10. Purchase of Property or Services. The Parties shall comply with applicable requirements of the Municipal Uniform Contracting Act, Section 471.345 of Minnesota Statutes in connection with the acquisition of property for the Catering Facility;

D. Personnel

1. Staffing and Training. Manager shall hire, train and supervise all personnel, it being understood that all personnel shall be employed in the name of Manager or an affiliate of Manager or by temporary staffing agencies used by Manager. All hiring, assignment of duties and termination of any employees shall be under direction of the Manager. Owner may direct that any one or more staff members not to be assigned to provide services to Owner under this Agreement.
2. Employee Supervision. Manager shall provide and designate one individual to function as the supervisor for all of Manager's employees providing services under this Agreement. Such supervisor shall have the authority to act on behalf of the Manager in all matters relating to daily operational activities of Manager under this Agreement. At times when the supervisor is not available, these duties and responsibilities may be assigned to other qualified employee of Manager with Manager informing Owner of the assignment.
3. Payment and Payroll. Manager shall be responsible for all disbursements to employees of wages and gratuities, all withholdings required by law to be taken from income paid to employees, and the proper payment and reporting to governmental taxing authorities.
4. Uniforms and Hygiene. Manager shall ensure that catering staff are professionally attired in a uniform to be agreed upon by Owner and Manager. Staff shall be properly groomed and wearing approved shoes and name tags. Employee hygiene shall meet professional standards. Employees shall be required to wash hands after using the restroom. Such attire and hygiene standards shall be mandatory when on the event premises. If Owner determines that Manager staff are not professional attired or there are hygiene concerns, Owner may ask the Manager to excuse the employee for the day of work or temporarily reassign the employee to different duties. Manager shall comply with this request.
5. Health Examinations. All personnel employed in connection with the operation of the Catering Facility shall be subject, from time to time, to such health examination as any proper governmental authority may require at Owner's expense. Manager agrees to develop and implement emergency first aid procedures for all employees.
6. Employee Background Checks. Manager shall conduct background checks for all Manager employees assigned to work in the Kitchen Facility or at Catering Facility events pursuant to state law and regulations.
7. Equal Opportunity in Hiring. During the performance of this contract, the Manager must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

D. Catering Facility Oversight

1. Hours of Operation. The hours during which the Catering Facility shall be open for business shall be as designated by Owner.
2. Cleaning and Maintenance. At Owner's sole expense, Manager agrees to supervise the cleaning and maintenance on a regular and consistent basis of the following portions of the Kitchen Facility premises: the entire kitchen, the dishwashing area, exhaust vents and hoods, plate-up areas and those areas used for clearing after any catered event.
3. Utilities. Owner will procure, at its sole expense, all light, power, heat, air conditioning, hot and cold water, local telephone service, internet access, pest exterminating service, HVAC maintenance and garbage and trash disposal service necessary for the Catering Facility premises.

E. Marketing and Communications

1. Sales and Marketing Plans. Manager will provide skilled personnel who will work in partnership with Owner's personnel to create Sales and Marketing plans for the Heritage Center, Catering Facility, and Kitchen Facility and execute those plans with the goal of attracting more patrons to and increasing sales at the Heritage Center and Catering Facility. All major promotions or programs shall be subject to the approval of the Owner. Managers' support will include, but not be limited to:
 - (a) **Cross Marketing:** Heritage Center and Catering Facility Inclusion in Managers marketing materials for other venues where Manager has exclusive catering agreements;
 - (b) **Social Media Marketing:** Heritage Center and Catering Facility Inclusion on Manager's social media sites;
 - (c) **Marketing Collaboration:** Manager will include Owner's Sales and Marketing Personnel in Manager's Sales and Marketing meetings and provide access to Manager's Sales and Marketing personnel for cross-training purposes;
 - (d) **Marketing Events:** Manager will provide food tastings and other opportunities for patrons and potential patrons to increase foot traffic and sales at the Catering Facility;
 - (e) **Annual Open House:** Manager will work with Owner to host an annual Open House at the Heritage Center and Catering Facility with Manager's participation to further promote Heritage Center and its offerings.

All marketing costs other than those described herein shall be paid by owner.

2. Client Management. Owner is responsible for generating and maintaining all client relationships, managing and executing client contracts, and client communication through meetings, phone calls, and emails.
3. Restrictions on Advertising. The Owner shall not use paid advertising for the Catering Facility which uses the name of the Manager or any of its related agencies without the prior consent of the Manager.

F. Insurance

1. Insurance Coverage. Manager will secure and maintain insurance coverage insuring both Owner and Manager (naming Owner as an additional insured) during the term of this Agreement and any subsequent renewals, subject to Owner's approval. Attached hereto and marked **Exhibit C**, is a Certificate of insurance for the Catering Facility which has been independently reviewed by Owner and Manager and hereby approved by both parties. The representative of the Owner shall be entitled to communicate directly with the insurance agent, or agents, at all times hereafter with the prior approval of the Manager regarding any matters pertaining to the insurance policies and coverage itemized in **Exhibit C** including, but not limited to, premiums, coverage, deductibles, claims and renewals. Coverage shall be carried with a Certification of Authorization (license) to do business in the State of Minnesota. Evidence of such insurance shall be in the form of a Certificate of insurance to be sent to the Owner's representative. This certificate shall carry a condition that no cancellation or reduction in coverage may be made without thirty days prior written notice sent to the certificate holder.
2. Insurance Policies and Limits. Manager must carry insurance of the kind and in the amounts shown below
 - (a) **Workers Compensation** insurance coverage as provided by state law applicable to employees, agents, volunteers and assigns of Manager;
 - (b) **Commercial General Liability** coverage including Bodily Injury, Personal Injury Liability, Property Damage, Contractual Liability, and Products coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - (c) **Automobile Insurance**, coverage for all owned, non-owned and hired vehicles, the minimum liability coverage shall be \$1,000,000 per accident or occurrence.
 - (d) **Liquor Liability** Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
3. Subcontractors or Third-Party Vendors. If Owner gives written approval for Manager to utilize subcontractors or other third-party vendors to fulfill the terms and conditions of this Agreement, or to provide alternative service according to the deliverables outlined in this Agreement, each subcontractor or third-party vendor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said subcontractor or third-party vendor is working on this Agreement) to have and maintain their own insurance pursuant to limits outlined in Section II(F)(2) of this Agreement.

SECTION III. GENERAL TERMS AND CONDITIONS

1. Indemnification and Duty to Defend. Manager agrees to indemnify, defend and hold Owner harmless in

connection with any liabilities, claims, obligations, demands, causes of action or suits, whether based in tort, contract, per statute or other basis arising out of the Manager's operation of Catering Facility and due to the negligence of the Manager. Owner agrees to indemnify, defend and hold Manager harmless in connection with any liabilities, claims, obligations, demands, causes of action or suits whether based in tort, contract, per statute or other basis arising out of the Catering Facility and due to the negligence of the Owner. Nothing in this Section shall be deemed a waiver by the Owner of the limitations on the Owner's liability set forth in Minnesota Statutes, Chapter 466; and the Owner's obligation to indemnify Manager shall be limited to the amounts set forth therein.

4. Compliance with Applicable Law. Manager must comply with all applicable federal, state and local laws, regulations and ordinances related to the Manager's services and obtain all necessary permits and licenses, taking special care to observe all conditions relating to the on-sale liquor and catering licenses issued by Owner and the State of Minnesota.
5. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party.
6. Notice. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement ("official notice") must be delivered in person, sent by United States certified or registered mail, postage prepaid and return receipt requested. Electronic mail may be used as an additional notice option but cannot replace official notice procedures as outlined in this section. Any notices or other communications should be addressed to the individuals and addresses listed below:

Brooklyn Center

Owner: Economic Development
Authority of the
City of Brooklyn Center

Contact: Reginald Edwards
City Manager

Cordell Wiseman
Parks & Recreation Director

Address: 6301 Shingle Creek Parkway
Brooklyn Center, MN 55430

6155 Earle Brown Drive Parkway,
Brooklyn Center, MN 55430

Mintahoe

Manager: Mintahoe Catering & Events

Contact: Shawn McMerty,
Co-President

Suzi McMerty Shands,
Co-President

Address: 2850 Anthony Lane South,
Minneapolis, MN 55418

2850 Anthony Lane South,
Minneapolis, MN 55418

7. Interpretation of Agreement, Venue, Conflicts.
 - (a) **Interpretation of Agreement and Venue:** This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Hennepin County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.
 - (b) **Conflicts:** Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the Owner.
8. Amendments, Entire Agreement, Waiver.

- (a) **Amendments:** This Agreement cannot be modified orally, or by course of conduct. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.
Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.
- (b) **Entire Agreement:** This Agreement contains the entire understanding of the parties with respect to the subject matter.
- (c) **Wavier:** No waiver of any default shall be construed to be or constitute waiver of any subsequent defaults. Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.
9. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
10. Data Privacy. Manager shall comply with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act (MGDPA) and shall take all necessary actions to ensure that its Personnel shall comply with all requirements of the MGDDPA, including ensuring that not public data is not disclosed by Manager’s Personnel to any third parties. Manager shall not disclose non-public information except as authorized by the Act. Manager acknowledges and agrees that Owner shall be entitled to disclose data related to this Contract as required by law. Information supplied by Manger to Owner is subject to the MGDPA. Such information shall become public data unless it falls under one of the exceptions of the Act. Manager shall notify the Owner of any data that Manager believes should be classified as non-public data.
11. Records Availability and Retention. Pursuant to Minnesota Statutes §15.17, the Manager agrees that the Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Manager and invoice transactions relating to this Agreement. Manager agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.
12. Nondiscrimination. During the term of this Agreement, Manager agrees to comply with all federal, state, and local antidiscrimination laws, and that no person or Personnel shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
13. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent

permitted by law.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
15. Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will 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 will 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 will not affect the enforceability of this Agreement.
16. Force Majeure. Neither the Owner nor the Manager will be held responsible for performance if performance is prevented by acts or events beyond the Party’s reasonable control, including, but not limited to: severe weather earthquake or other natural occurrences; strikes and other labor unrest; power failures; electrical power surges or current fluctuations; nuclear or other civil military emergencies; or acts of the legislature, judiciary, or executive.
17. Exhibits. As so referenced in these terms and conditions, the Exhibits and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit A: Scope of Services

Exhibit B: Heritage Center Site Plan

Exhibit C: Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER: CITY OF BROOKLYN CENTER

By: _____

Name:

Its:

Date: _____

By: _____

Name:

Its:

Date: _____

MANAGER: MINTAHOE, Inc. D/B/A MINTAHOE CATERING & EVENTS

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

Scope of Services

DUTIES OF MANAGER: Manager agrees to supervise the performance of all functions reasonably required for the proper operation and management of the Catering Facility including, without limitation, the following:

Provide necessary administration and supervisory services for carrying out Manager's responsibilities at The Heritage Center.

1. Order and supply all food and beverages for catering events.
2. Provide appropriate staffing levels to cater events not limited to (i.e. chefs, banquet manager, servers, dish washers)
3. Work in partnership with the Heritage Center Sales and Operations to cross-market all catering

services available at The Heritage Center throughout the term of the contract

4. Properly maintain all necessary kitchen, dining, banquet and inventory necessary to offer food and beverage service for banquets on a year-around basis at the Heritage Center
5. Hours of operation during catering/events services must at a minimum of two hours before the event times to one hour after the event end time unless otherwise agreed upon by the City
6. Coordinate or schedule with the Heritage Center Sales for the purpose of holding an event.
7. Provide food and beverage catering services as reasonably requested for events at appropriate pricing as agreed upon by both parties.
8. As an entirety, staff the Catering event and areas serving food and beverages with customer service-oriented people who are professional, friendly and courteous to all visitors at The Heritage Center.
9. Provide general cleaning for kitchen and banquet areas during events.
10. Provide all linens and additional catering equipment as to be determined to be needed by Manager for event, bar and banquet events. Storage, banquet tables and chairs will be available in the facility.
11. Schedule and provide for all required inspections (i.e. fire, kitchen equipment)
12. Move all recycling and waste materials generated by catering company operations to designated collection points. Provide for refuse/recycling service for the Heritage Center and maintain sanitary conditions in and around the kitchen area
13. Obtain all required licensing through the City of Brooklyn Center for catering and liquor sales.
14. Obtain a State of Minnesota liquor license for this location and provide all necessary insurance and training related to license.
15. Maintain Insurance in accordance with Contract, add EDA as (co-insured).
16. All labor and materials supplied by the Vendor must be in compliance with all Local, State, Federal and OSHA standards.
17. Operate the Food and Beverage operation as a drug free workplace.
18. Operate food, dining and beverage services within the Catering Facility premises and assist the Owner's Sales personnel in the sale of food and beverage services to patrons.
19. Prepare and serve food consistent with the variety, type and quality found in similar high quality Twin Cities catering facilities.
20. Collect proceeds for food and beverages at the concession stand and cash bars and hold the proceeds in the safe in the catering kitchen.

EXHIBIT B

Heritage Center Site Plan

Areas Highlighted in Green are Catering Facility Areas

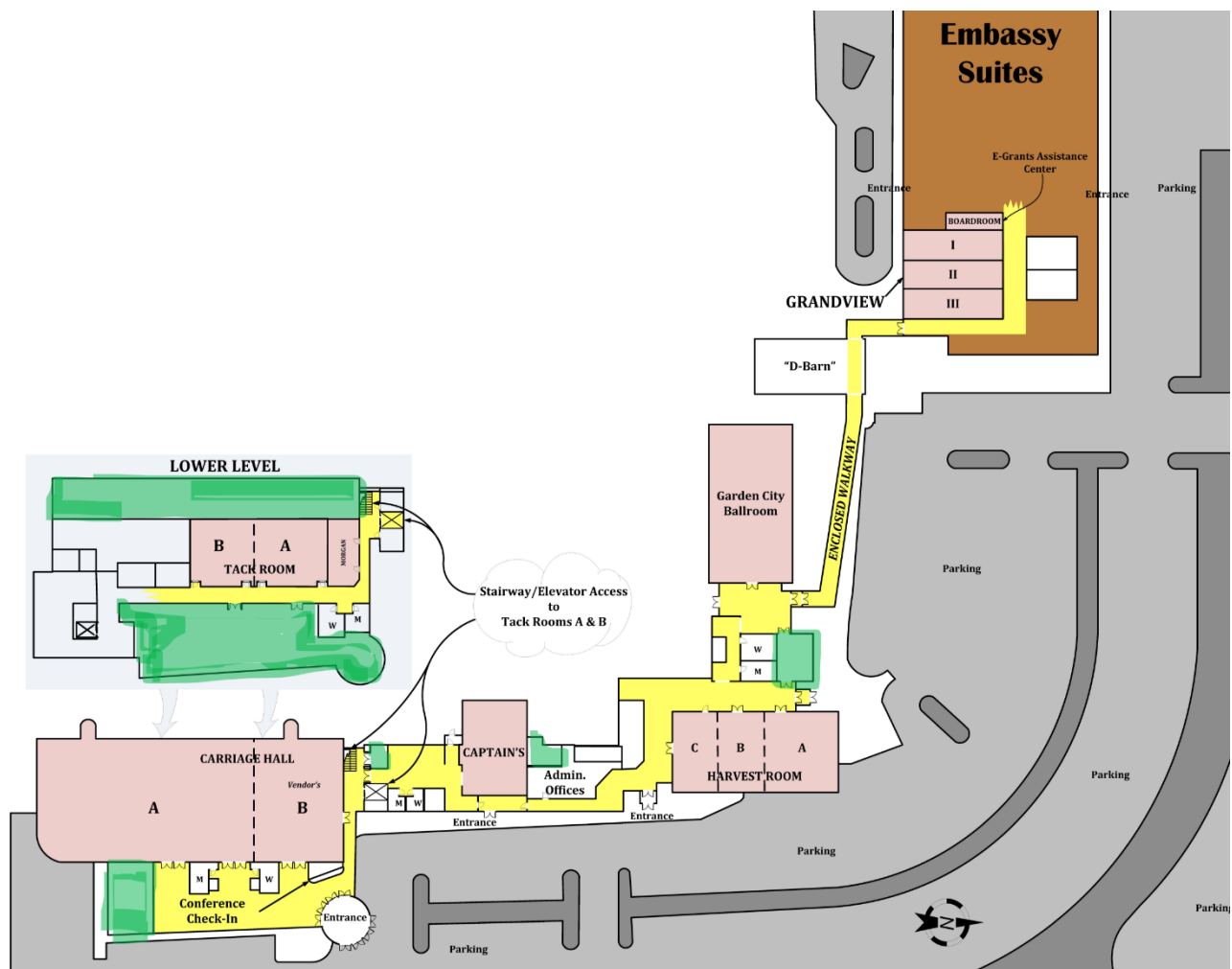


EXHIBIT C

Insurance Certificate

Commissioner _____ introduced the following resolution and moved its adoption:

ECONOMIC DEVELOPMENT AUTHORITY
THE HERITAGE CENTER OF BROOKLYN CENTER

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE HERITAGE CENTER OF BROOKLYN
CENTER TO ENTER INTO A CONTRACT WITH MINTAHOE CATERING
AND EVENTS FOR MANAGEMENT AND OPERATIONS OF THE
HERITAGE CENTER CATERING FACILITIES AND AUTHORIZING THE
EXECUTIVE DIRECTOR AND RECREATION DIRECTOR
TO EXECUTE SUCH CONTRACT

WHEREAS, the Brooklyn Center Economic Development Authority (“EDA”) is the owner of the Heritage Center of Brooklyn Center (“HCBC”), a convention center and exhibit hall in Brooklyn Center, Minnesota; and

WHEREAS, the EDA desires to secure permanent management and operation services at the HCBC facility; and

WHEREAS, the HCBC and Mintahoe Inc., d/b/a as Mintahoe Catering and Events (“Mintahoe”), entered into an interim food service agreement on September 11, 2024, through December 31, 2024, while the EDA sought competitive proposals; and

WHEREAS, the EDA and HCBC staff issued a Request for Proposals (RFP) October 4, 2024, for management and operation services at HCBC; and

WHEREAS, on December 31, 2024, the parties agreed to an extension of the interim agreement for food service management until April 10, 2025, or until the EDA secured a new agreement; and

WHEREAS, HCBC Staff selected Mintahoe based on the scoring criteria as outlined in the RFP solicitation; and,

WHEREAS, the HCBC, recommends that the contract be awarded to Mintahoe with a contract term of February 10, 2025, through December 31, 2027, subject to amendment and/or extension.

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Brooklyn Center, Minnesota, authorizes the Heritage Center of Brooklyn Center to enter into a contract with Mintahoe Catering and Events for Management and Operation of the Heritage Center catering facilities and authorizes the Executive Director and Recreation Director to execute such contract and any amendments thereto.

February 10, 2025

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by commissioner

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.