CITY CLERK
ORIGINAL

C-8700
11/26/2013

AGREEMENT
For
GLENDALE CIVIC PRIDE AMBASSADORS SPECIAL EVENTS CONCESSIONS

This Agreement for Glendale Civic Pride Ambassadors Special Events Concessions ("Agreement") is entered into this 26 day of November, 2013, by the City of Glendale, an Arizona municipal corporation ("City") and the Glendale Civic Pride Ambassadors, an Arizona nonprofit corporation ("GCPA").

RECITALS

A. Whereas, the City desires that the GCPA staff operate alcoholic and/or non-alcoholic beverage concessions at all the events listed below; and

B. Whereas, the GCPA desires to provide staff to operate alcoholic and/or non-alcoholic beverage concessions at all specified events listed below in addition to events that are mutually agreed upon.

Event Name	Event Dates	Times
Glendale Glitters Spectacular Weekend	Nov. 29-30 , 2013	5:00 – 10:00 pm each night
Glendale's Spirit of Giving Weekend	Dec. 6-7, 2013	6:00 – 10:00 pm each night
Glendale's Winter Wonderland Weekend	Dec 13-14, 2013	6:00 – 10:00 pm each night
Glendale Glitter & Glow Block Party	Jan. 11 , 2014	4:00 – 10:00 pm
Glendale Chocolate Affaire	Feb. 7 – 9, 2014	Fri. from 5:00pm – 10:00 pm, Sat. from 10:00 am – 10:00 pm Sun. from Noon – 5:00 pm
*Additional events as mutually agreed upon for future dates (i.e. other December Holiday Weekends, etc)		

NOW, THEREFORE, the City and GCPA agree to the following terms and conditions:

1. The City will provide vending space(s) for the GCPA to operate alcoholic and/or non-alcoholic beverage concessions at all the above events and for additional events mutually agreed upon.

2. The City will arrange to secure an adequate amount of product, both alcoholic and non-alcoholic (with the exception of hot chocolate), through third party donation when possible or at the city's cost, to be sold at the above events. The GCPA shall provide all materials required for the sale of hot chocolate product at applicable events, including Glendale Glitters Spectacular and Glendale Glitter & Glow.

3. GCPA acknowledges that it and its individual members are providing services under this Agreement as independent contractors for the City and that the only compensation for the services is as stated below.

4. GCPA shall obtain Training for Intervention Procedures (TIPs) as approved by the Arizona Department of Liquor Licenses and Control appropriate to the services required under this Agreement. GCPA shall obtain and train all persons responsible for serving alcohol at concessions booths before the first event listed above.

5. The GCPA shall provide sufficient staff to operate alcoholic and non-alcoholic beverage concessions and to distribute event programs to the attending public during all of the above-listed City events, and at those events upon which the City and the GCPA agree.

6. The GCPA shall provide, at its own expense, any general liability or liquor liability insurance coverage it determines to be appropriate. No insurance will be provided by the City.

7. The GCPA shall obtain, at its expense, any health permits required for each event.

8. The City shall provide GCPA payment of:

   A. Fifty percent (50%) of net revenues of all alcoholic and non-alcoholic beverage sales. Net revenues shall be calculated as gross revenues minus the cost of all expenses (materials including ice, products, and labor) incurred by the City that are used/sold/consumed during the event.

   B. Fifty percent (50%) of the reasonable cost for any subcontractor GCPA employs for the purpose of set-up, take-down and program distribution. Reimbursement shall be for not more than 2 individuals one hour before, after and during events.

   C. The City will complete payments within 30 days after receipt of all bills for each event.

9. In the event that performance under this Agreement is prevented by weather or other circumstances that make it impractical or not feasible to conduct the event, City will have no obligation to make payment to GCPA for those events.

10. Either party may cancel this Agreement, with or without cause, thirty days prior to the date of any particular event. Notice of cancellation must be delivered in writing to the other party by personal delivery or mailed by certified mail, return receipt requested to the following addresses:

TO CITY: City of Glendale
Attn: Special Events
5800 W. Glenn Dr., Suite 150
Glendale, Arizona 85301

with a copy to: City of Glendale
Attn: City Attorney
5850 W. Glendale Ave.
Glendale, Arizona 85301

TO GCPA: Glendale Civic Pride Ambassadors
Attn: Nancy Lenox, President
[redacted]
Glendale, Arizona 85302

11. This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

12. GCPA warrants under A.R.S. § 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects GCPA to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the GCPA or any of its employees participating in this Agreement to ensure compliance with this paragraph.

13. This Agreement is effective December 2, 2013 through June 30, 2014.

Glendale Civic Pride Ambassadors

Nancy Lenox 11-25-13

Nancy Lenox Date
President

CITY OF GLENDALE, an Arizona
Municipal corporation

Martin Dickey 11/25/13

Martin Dickey Date
Special Events Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk (SEAL)