

RESOLUTION NO. 5571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING A LICENSE AND SERVICES AGREEMENT BETWEEN POWERHOUSE INNOVATIVE STRATEGIES CORP. (“CONTRACTOR”) AND THE CITY OF CHANDLER FOR THE PURPOSE OF HOLDING THE 2023 END ZONE EXPERIENCE.

WHEREAS, the National Football League will hold its annual championship game on February 12, 2023, in Glendale, Arizona, bringing extensive international media attention and tourism to the State of Arizona and the Phoenix metropolitan area; and

WHEREAS, the City desires to have a public event held in Chandler, the 2023 End Zone Experience, to coincide with the championship game festivities to promote the City of Chandler and to capitalize on increased tourism in the State; and

WHEREAS, Contractor is an experienced event coordinator with the expertise to organize and promote large public festivals; and

WHEREAS, the City and Contractor wish to enter into an agreement for City to pay Contractor for services through money and in-kind services and for the City to provide Contractor with a license to operate in City facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the City of Chandler to enter into the License and Services Agreement in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the License and Services Agreement for and on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5571 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EXHIBIT “A”

**LICENSE AND SERVICES AGREEMENT FOR 2023 END ZONE
EXPERIENCE**

This License and Services Agreement (the “Agreement”) is entered into on _____, 2022, between and among the City of Chandler, an Arizona municipal corporation (“City”), and Powerhouse Innovative Strategies Corp., a New York corporation (“Contractor”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

SECTION 1: RECITALS

- 1.1 The National Football League will hold its annual championship game on February 12, 2023, in Glendale, Arizona, bringing extensive international media attention and tourism to the State of Arizona and the Phoenix metropolitan area.
- 1.2 City desires to hold a public event (the “Festival”) to coincide with the championship game festivities to promote the City of Chandler and to capitalize on increased tourism in the State.
- 1.3 Contractor is an experienced event coordinator with the expertise to organize and promote large public festivals. In exchange for the event promotion services provided by Contractor, City will pay Contractor and provide in-kind services as outlined in this Agreement. City will also provide Contractor a license to operate in City facilities as described in this Agreement.

SECTION 2: GRANT OF LICENSE; FEES

- 2.1 Grant of License; License Time Period. City grants Contractor a license to use certain City facilities to operate the Festival on the dates and times described in the attached Exhibit A, which is incorporated into this Agreement. Those facilities described in Exhibit A will be referred to as the “City Facilities.” Access to the City Facilities for set-up, operation, and take-down shall be granted during those dates and times specified in Exhibit B (the “License Time Period”). Contractor must conclude all post-Festival activities and remove all booths, vehicles, and materials from City Facilities no later than the takedown times specified in Exhibit B.
- 2.2 Additional Fees. There is no license fee for Contractor’s use of the City Facilities during the dates and times described in Exhibit A. However, City reserves the right to require payment of additional fees associated with the use of the City Facilities.

Such additional fees or charges shall be paid on or before the earlier of (i) twenty-one (21) days prior to the first date of Contractor's use of the City Facilities for the Festival or (ii) no later than thirty (30) calendar days after Contractor's receipt of an invoice requesting such fees or charges.

Additional fees for equipment rentals, services, permits, and licenses may include, but are not limited to:

- a. Services – Utilities
- b. City staff time not included as part of Exhibit B
- c. License - Non-Profit Solicitor's License, plus any other regulatory license or permit required
- d. Clean up fees if Contractor does not clean City Facilities adequately at the conclusion of the Festival.
- e. Repair costs if damage occurs during Festival

2.3 Clean up and Repairs. If Contractor fails to clean up the City Facilities to City's satisfaction at the conclusion of the Festival, City will perform any remaining clean-up and invoice Contractor for the cost of the clean-up. Contractor will also be responsible for the cost of repairs for any damage to the City Facilities that occurs during the Festival, including Contractor's set-up and take down before and after the Festival.

2.4 City Facility Use. During the License Time Periods specified in this Agreement, Contractor may use the City Facilities for the Festival activities specified herein and for uses normally incident to such use but for no other purpose unless previously authorized by the City in writing. Contractor agrees to take the City Facilities in "as is" condition and Contractor agrees to return the City Facilities in the same condition upon conclusion of the Festival.

2.5 Nature of License. Contractor acknowledges and agrees that the right granted by this Agreement to enter upon and use the City Facilities is nothing more than a license granted solely for the purpose of exercising its rights and performing its duties under this Agreement. The execution of this Agreement by Contractor is for the sole purpose of creating an independent-contractor relationship for the purposes described herein and nothing contained herein shall create or be deemed to create a partnership, joint venture, or any other co-ownership relationship between Contractor and City. Nothing set forth in this Agreement creates a tenancy between City and Contractor or grants Contractor possession of any City property. Upon termination of this Agreement or conclusion of the Festival, whichever occurs sooner, City shall have the right to remove and exclude from the City Facilities, or any other City property, Contractor and any of the Contractor's employees,

subcontractors, or invitees, without being deemed to have committed any unlawful entry, trespass, or injury of any sort whatsoever.

- 2.6 City Staff/In-Kind Services. City will provide Contractor with reasonable access to a venue liaison during the License Time Periods to coordinate Festival set-up, operation, and take-down activities. City will also provide additional in-kind services and staffing during the Festival as specified in Exhibit B. In-kind services may be increased, up to but not more than, 20% based on the events in Exhibit A. Any additional staff or equipment requested or required by Contractor other than what is described in Exhibit B will be paid for by Contractor.
- 2.7 City Payment. In addition to the in-kind services provided, City will pay Contractor twenty-five thousand dollars (\$25,000.00) for the event coordination services provided by Contractor. Contractor will be paid as follows: \$10,000 upon the effective date of this Agreement, \$5,000 on August 15, 2022, \$5,000 on October 15, 2022, and \$5,000 on December 15, 2022. Contractor must provide documentation that the event is progressing such as invoices, marketing materials, itineraries, etc. along with an invoice for each payment. An additional appropriation may be offered if approved by City Council in its next fiscal year budget effective July 1, 2022. Contractor acknowledges that this additional payment is contingent on approval in the council budget, and is at the City Council's discretion, and will not constitute a breach or default of this Agreement if not approved by the City Council. If approved, the final appropriation will be paid upon completion of the Festival. Contractor will invoice City for each payment when requested. If appropriation is not approved, the final payment of \$5,000 will be paid upon completion of the event.
- 2.8 City's Policies and Procedures. Contractor agrees to observe and abide by the terms and conditions of (i) this Agreement and each exhibit hereto and (ii) all City laws and regulations, policies, and procedures, including without limitation those approved by the City Council, City Management, and City Fire, City Police, and all provisions of the City Charter and City Code.

SECTION 3: INSURANCE

3.1 Insurance.

- a. No later than sixty (60) days before the first day of Festival set-up, Contractor shall furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7 or better and legally authorized to do business in the State of Arizona, with policies and forms satisfactory to the City. Provided, however, the A.M. Best rating requirement shall not apply to

required workers' compensation coverage.

- b. Contractor shall procure and maintain, until all its obligations have been discharged, including any warranty periods under this Agreement, the insurance set forth below.
- c. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- d. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of activities under this Agreement by Contractor, its agents, representatives, employees, or subcontractors, and Contractor is free to purchase any additional insurance as it may determine necessary.
- e. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Contractor from, nor will it be considered a waiver of their obligation to maintain the required insurance at all times during the performance of this Agreement.
- f. Use of Subcontractors: If any work is subcontracted in any way, Contractor shall execute a written agreement with subcontractor containing the same indemnification clause and insurance requirements as the City requires of the Contractor in this Agreement, except subcontractors' requirements for commercial liability insurance shall be a limit of not less than One Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) aggregate, with coverage for death, personal injury, property damage, operations, independent contractors, products, completed operations, and advertising injury. Unless a subcontractor is providing alcoholic beverages during the Festival, such subcontractor shall not have to provide liquor liability coverage. Contractor is responsible for executing the written agreement with the subcontractor, obtaining certificates of insurance, and verifying that the subcontractor meets the insurance requirements.

3.2 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

- a. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form commercial general liability insurance with a limit of not

less than Two Million Dollars (\$2,000,000) for each occurrence, Four Million Dollars (\$4,000,000) aggregate, with coverage for death, personal injury, property damage, operations, independent contractors, products, completed operations, and advertising injury. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- b.** *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* If applicable, Contractor must maintain business/automobile liability insurance with a limit of One Million Dollars (\$1,000,000) each accident on Contractor-owned, hired, and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. If any excess or umbrella insurance is utilized to fulfill the requirements of this paragraph, the excess or umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- c.** *Workers Compensation and Employers Liability Insurance:* If applicable, Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain employers' liability insurance of not less than one hundred thousand dollars (\$100,000) for each accident, one hundred thousand (\$100,000) disease for each employee and five hundred thousand (\$500,000) disease policy limit.

3.3 Additional Policy Provisions Required.

- a.** *Self-Insured Retentions and Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- b.** *City as Additional Insured.* The policies described above are to contain, or be endorsed to contain, the following provisions:

 - 1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: the

City, its officers, officials, agents, volunteers, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor, including the City's general supervision of, products and completed operations of, and automobiles owned, leased, hired, or borrowed by Contractor.

2. Insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
3. The City, its officers, officials, agents, volunteers, and employees must be additional insureds to the full limits of liability purchased by Contractor even if those limits of liability exceed those required by this Agreement.
4. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, volunteers, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, volunteers, and employees shall be in excess of the coverage provided by Contractor and must not contribute to it.
5. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a waiver of subrogation against City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by Contractor for the City.
8. If a certificate of insurance is submitted as verification of coverage, City will reasonably rely upon the certificate of insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Contractor must forward renewal or replacement certificates to the City within ten (10) days after the renewal date containing all the necessary insurance provisions.

9. All certificates must include a thirty (30)-day advance notice of cancellation provision. If the ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be deleted. Certificate forms other than the ACORD form must have similar restrictive language deleted.

- 3.4 The City reserves the right at its sole discretion to change any of the insurance provisions of this Agreement as set forth in this Section 3 if the scope of the events outlined in Exhibit A changes.

SECTION 4: INDEMNIFICATION

- 4.1 Indemnification. To the fullest extent permitted by law, Contractor, and its respective successors, assigns, and guarantors, shall defend, indemnify, and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents, volunteers, or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, and damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, reasonable attorney's fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of their respective subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of Contractor's or subcontractors' employees. In no event shall the City be liable for any indirect, consequential, or incidental damages or lost profits arising out of this Agreement.

SECTION 5: COMPLIANCE WITH LAWS, POLICIES AND PROCEDURES

- 5.1 Compliance with Laws. Contractor shall comply with all laws, policies and procedures, regulations, safety and fiscal procedures, laws, ordinances, and statutes applicable to the use of the City Facilities. These shall include, without limitation: (a) obtaining all applicable permits and licenses, (b) paying all applicable

taxes, (c) complying with all the terms set forth in this Agreement, and (d) all other reasonable requirements of the City.

- 5.2** Dangerous Use. If City reasonably determines, in its sole discretion, that the use to which the City Facilities shall be put by Contractor will or is likely to create a dangerous or unsafe condition, or will or is likely to create a condition improper, incendiary, or dangerous to the public health, safety or morals, or will or is likely to endanger or deteriorate the City Facilities or any part thereof by fire, water or other means of any nature, or if the Contractor violates any of the provisions hereof, then and in that event Contractor agrees that this Agreement may be summarily cancelled by the City without any advance notice whatsoever to the Contractor. In the event of such cancellation of this Agreement, Contractor understands and agrees that no liability whatsoever shall attach to City by reason of such cancellation.
- 5.3** Non-Permitted Activities and Vendors. Absolutely no motorized sports events shall be allowed at the Festival unless agreed to in writing by the Parties and incorporated herein. Any effort to provide such entertainment shall not be allowed and City will invoke its authority to shut down the entertainment or activity.
- 5.4** Non-Discrimination. Contractor, in its use of the City Facilities, shall not discriminate against any person, entity, or group because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice. Contractor shall comply with the Americans with Disabilities Act.
- 5.5** Drug-Free Work Program. Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and as a requirement for sellers-contractors doing business with the City to ensure the safety and health of employees working on City contracts and/or projects. Failure of Contractor to require a drug-free workplace in accordance with the City's policy may result in termination of this Agreement.

SECTION 6: GENERAL CONDITIONS

- 6.1** Force Majeure. Failure to perform by the City due to a force majeure event shall not be deemed a violation or breach of this Agreement. A force majeure event may include, without limitation: fire, flood, earthquake, strikes or work stoppages, contractor's failure to perform, any interruption of utility services, suspension or interference with performances caused by acts of God or acts of public enemy, riots or similar occurrences, and order of court or administrative agencies, including orders of the City Police Department or the City Fire Department. In the event of a force majeure event as described herein, this Agreement shall terminate, and Contractor shall only be required to pay any and all fees charged for the use of the City Facilities up to the time of such termination. The City shall have no

liability for any costs, expenses, or other liability incurred by the Contractor as a result of such force majeure event.

- 6.2** Entire Agreement: Amendments. This Agreement, any exhibits to this Agreement, and the City's charter, code, policies, procedures, and regulations constitute the entire agreement of the Parties with respect to the subject matter hereof and except as otherwise specified in this Agreement, all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties are superseded by and merged into this Agreement. Any modifications, additions, or other amendments to this Agreement must be in writing and signed by the Parties.
- 6.3** Assignment. Contractor shall not assign or otherwise transfer this Agreement or any of its rights or duties under this Agreement without first obtaining the written consent of the City, which may be granted or denied in the City's sole discretion. Any assignment, transfer, pledge, or mortgage of this Agreement by the Contractor, or by operation of law in violation of this Section 6.3 shall be void.
- 6.4** Attorney's Fees. In the event any court action is instituted between the Parties in connection with this Agreement, the Party prevailing in such action shall be paid from the other Party all of its costs including reasonable attorney's fees and court costs.
- 6.5** Authorization. The Parties represent and warrant that the persons executing this Agreement on their behalf have full authority to bind the respective Parties.
- 6.6** Captions. The captions used in this Agreement are for convenience only and are not a part of this Agreement and do not limit or amplify the terms and provisions hereof.
- 6.7** Construction of License. This Agreement has been arrived at by negotiation between the City and Contractor. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Further, the language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning.
- 6.8** Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona, including the applicability of A.R.S. § 38-511. If any action is brought to construe, interpret, or enforce any provision of this Agreement, the Parties irrevocably consent to exclusive jurisdiction and venue in Maricopa County, Arizona.
- 6.9** No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms,

provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the Parties. No third-party beneficiaries are intended to be created under this Agreement.

- 6.10** Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the License, and the remaining provisions shall otherwise remain in full force and effect to the fullest extent permissible by law, except if the remaining portions of the License do not provide one or both of the Parties with the essential consideration for entering into this Agreement.
- 6.11** Surviving Provisions. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty, or made representations to the other Party shall survive the expiration or earlier termination of this Agreement.
- 6.12** Notices. All notices and other communications shall be in writing and shall be delivered personally, or by regular mail to the following Party at the following address:

Powerhouse Innovative Strategies Corp.

Contact Person: Kimberley A. Hayes,
Address: 1216 Broadway
New York, NY 10001
Office Phone: 1 (917) 225-9130
Email Address: Kimberley.hayes@powerhouseis.com

CITY OF CHANDLER – CULTURAL DEVELOPMENT

Contact Person: Kim Moyers
Address: P.O. Box 4008, MS 498
Chandler, AZ 85244
Office Phone: (480) 782-3045
Email Address: kim.moyers@chandleraz.gov

Email communications shall not constitute sufficient legal notice under this Agreement.

- 6.13** Waiver Not Implied. No waiver may be used for the sake of convenience only but by a Party of a breach of any of the terms, covenants, or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained.
- 6.14** Time of Essence. Time is of the essence in this Agreement and each provision hereof.
- 6.15** Termination for Convenience. This Agreement is for the convenience of City and may be immediately terminated without cause after receipt by Contractor of written notice by City. Upon termination for convenience, Contractor will be paid for all undisputed services performed up to the termination date.
- 6.16** Remedies. In addition to any other rights or remedies, any of the Parties may institute legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, injunctive relief, specific performance, relief in the nature of mandamus, and actions for damages. All remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy. The provisions of this section are not intended to modify any other provisions of this Agreement and are not intended to provide additional remedies not otherwise permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2022.

CITY OF CHANDLER

CONTRACTOR

By:

By:

City Manager Date:

Print Name: Kimberley A. Hayes
Title: _____

APPROVED AS TO FORM:

By:

 City Attorney 
ATTEST:

By:

 City Clerk

SEAL

Exhibit A

**POWERHOUSE INNOVATIVE STRATEGIES, CORP.***"GUIDING YOUR BUSINESS TO A BRIGHTER FUTURE"*1216 BROADWAY | NEW YORK, NY 10001
BUSINESS PHONE: 1 (332) 241-5950**EXHIBIT A****2023 THE END ZONE EXPERIENCE**

MONDAY, Feb 6, 2023 Sponsor: City of Chandler Partnerships: Chandler School District (and surrounding school districts if space allows)	Touchdown Sports & Education Workshops (1-Student Workshops & 1- Parent Workshop)	Location: CCA Room Use: 3 Theater Spaces (can be reduced if not needed) Event Time: Session 1: 11am to 12pm Session 2: 1pm to 2pm
TUESDAY, Feb 7, 2023 Sponsor: City of Chandler Partnerships: Securing Local Restaurants	WELCOME RECEPTION Invitation Only Mayor & City Council Welcome Awards Presentations to select elite HS players and coaches	Location: City Hall Room Use: Event Time: 6pm to 8pm F & B: Hors d'oeuvres & Non-Alcoholic Drinks (may change w liquor sponsor)
WEDNESDAY, Feb 8, 2023 Sponsor: City of Chandler Ticketed Event	Let's Talk Facts..."The Wake-up Call"... The Business of Music, Sports & Entertainment Panel Discussion	Location: CCA Room Use: 3 Theater Spaces (can be reduced if not needed) Event Time: 6pm to 7:30pm
THURSDAY, Feb 9, 2023 Sponsor: City of Chandler Partnerships: Ticketed Event	Afrobeats LIT & LIVE CONCERT	Location: CCA Room Use: All 3 Theater Spaces (can be reduced if not needed) Event Time: 8pm to 11pm
AZ PROJECT: NFL 2023 THE END ZONE EXPERIENCE		
FRIDAY, Feb 10, 2023 Sponsor: City of Chandler Partnerships: Ticketed Event	Afrobeats LIT & LIVE CONCERT	Location: CCA Room Use: All 3 Theater Spaces (can be reduced if not needed) Event Time: 8pm to 11pm
SATURDAY, Feb 11, 2023 Sponsor: City of Chandler Partnerships: Chandler School District (and other surrounding school districts if space allows) TICKETED EVENT	10 for 10: NFL Style Football Workout	Location: Chandler HS Space Use: Football Field & Athletic Facilities Event Time: 8am to 2pm F & B: Lunch Sponsor
SATURDAY, Feb 11, 2023 Sponsor: City of Chandler Partnerships: Chandler School District (and other surrounding school districts if space allows) TICKETED EVENT	Exhibition Game: Select Elicit Players Game	Location: Chandler HS Space Use: Football Field & Athletic Facilities Event Time: 3pm to 6pm F & B: Concession Stand
SATURDAY, Feb 11, 2023 Sponsor: City of Chandler Partnerships: DCCP	Work with Downtown Chandler Community Partnership (DCCP) and other downtown businesses (Farmers Market, activities, etc)	Location: Downtown Chandler Space Use: Dr. A.J. Chandler Park Event Time: 8am – 8pm
Sunday, Feb 12, 2023 Sponsor: City of Chandler Partnerships: FREE EVENT	Game Day Family Festival Activities include live audio of Special Event, family games and activities	Location: Downtown Chandler Space Use: Dr. A.J. Chandler Park Event Time: 5pm to 10pm F & B: Food Trucks Other: Merchants

Exhibit B – 1

Set Up & Event Date: Sunday, February 12, 2023
 Set-up Times: 7 a.m. to 5 p.m.
 Event Hours: 5 p.m. to 10 p.m.
 Tear Down Times: 10 p.m. to 2 a.m.
 Estimated Occupancy for Location: 4,000

Set Up & Event Date: Tues, February 7, 2023
 Set -Up Times: 3 PM - 9 PM
 Event Hours: 6 PM - 8 PM
 Tear Down Times: 8 PM - 9 PM
 Estimated Occupancy: 100

Equipment/Supplies/Resources

<i>Division/ Department</i>	<i>Item</i>	<i>Per Cost</i>	<i>Approximate Cost</i>
Fire Prevention	Inspection Fees - 1 x 4hrs = 4 hrs	\$60.00/hour	\$240.00
Fire Prevention	Open Flame Permit Fee (1)	\$85/each	\$85.00
Fire Prevention	Canopy/Tent Permit Fee		
Fire Operations	Event fee/equipment charge (per day x 1)	\$175.00/day	\$175.00
Fire Operations	Medical Response - assessment pt patients 100+	\$700 per	\$2,100.00
Fire Operations	Patient contact at medic tent = 500+	\$3.00 per	\$1,500.00
Fire Operations	Approximate cost of EMS Supplies used for non-transport patients (for weekend events)		\$1,000.00
Special Events - Cultural Development	Special Event Application: Game Day Family Festival	\$68/event	\$68.00
Special Events - Cultural Development	Dr. AJ Chandler Park - West Special Event Rental Fees - Set Up (1 day/10 hours per day)	\$41/hr	\$410.00
Special Events - Cultural Development	Dr. AJ Chandler Park - West Special Event Rental Fees - Event Day Hours (1 day/5 hours per day)	\$243/hr	\$1,215.00
Special Events - Cultural Development	Dr. AJ Chandler Park - West Special Event Rental Fees - Tear Down (1 day/4 hours per day)	\$41/hr	\$164.00
Special Events - Cultural Development	Showmobile (1 day)	\$439.00/day	\$439.00
Sub-Total			\$7,396.00

Event

<i>Division/ Department</i>	<i>Hours Worked</i>				<i>Approximate Cost</i>
Fire Operations	275				\$12,700.00
Fire - EOC	37				\$2,100.00
Traffic	10				\$600.00
Recreation	40				\$1,700.00
Sub-Total					\$17,100.00

<i>Division/ Department</i>	<i>Reg Hours Worked - Regular, OT & Comp</i>				<i>Approximate Cost</i>
PD - Patrol	101				\$8,000.00
PD - Bike Team	77				\$4,500.00
PD - Traffic	68				\$4,500.00
PD - Vehicle Crimes Unit	30				\$2,000.00
PD - School Resource	17				\$1,000.00
PD - Crime Prevention	7				\$340.00
PD - Cadets	12				\$670.00
PD - Intel	40				\$2,670.00
PD - SWAT	20				\$1,340.00
PD - Communications	16				\$670.00
PD - Scribes	11				\$340.00
PD - Recruitment	9				\$670.00
PD - Additional Staffing	123				\$8,000.00

Sub-Total \$ 34,700.00

Equipment/Supplies/Resources/Event Total

\$59,196.00

\$59,196.00

GRAND TOTAL

\$59,196.00

Exhibit B - 2

**Proforma Invoice**

City of Chandler
PO BOX 4008
Chandler, AZ 85225

Account: 00000710
Amount Due: \$19,714.00

2023 End Zone Experience (12129)

Start-End: Mon 02/06/2023 08:00 AM - Fri 02/10/2023 11:59 PM

Department Summary

Audio Visual	\$1,200.00
Event Staff	\$1,000.00
Maintenance	\$666.00
Production	\$7,200.00
Venue Rental Charge	\$9,600.00

<u>Order</u>	<u>Description</u>	<u>Duration</u>	<u>Tax</u>	<u>Units</u>	<u>Rate</u>	<u>Charges</u>
Audio Visual						
Monday Equipment Charges (02/06/2023 08:00 AM - 03:00 PM)						
7455	Projection Package			1.00 EA	\$600.00 / E A	\$600.00
Wednesday Equipment Charges (02/08/2023 03:00 PM - 09:00 PM)						
7456	Projection Package			1.00 EA	\$600.00 / E A	\$600.00
Total For Audio Visual:						\$1,200.00
Event Staff						
Monday Front of House Charges (02/06/2023 08:00 AM - 03:00 PM)						
7465	FOH Fee Mainstage			1.00 EA	\$250.00 / E A	\$250.00
Wednesday Front of House Charges (02/08/2023 03:00 PM - 09:00 PM)						
7466	FOH Fee Mainstage			1.00 EA	\$250.00 / E A	\$250.00
Thursday Front of House Charges (02/09/2023 12:00 PM - 11:59 PM)						
7467	FOH Fee Mainstage			1.00 EA	\$250.00 / E A	\$250.00
Friday Front of House Charges (02/10/2023 12:00 PM - 11:59 PM)						
7468	FOH Fee Mainstage			1.00 EA	\$250.00 / E A	\$250.00
Total For Event Staff:						\$1,000.00
Maintenance						
Monday Custodial Charges (02/06/2023 08:00 AM - 03:00 PM)						
7461	Custodial Services	7.00 Hour		1.00 EA	\$18.00 / HR	\$126.00
Wednesday Custodial Charges (02/08/2023 03:00 PM - 09:00 PM)						
7462	Custodial Services	6.00 Hour		1.00 EA	\$18.00 / HR	\$108.00
Thursday Custodial Charges (02/09/2023 12:00 PM - 11:59 PM)						
7463	Custodial Services	12.00 Hour		1.00 EA	\$18.00 / HR	\$216.00
Friday Custodial Charges (02/10/2023 12:00 PM - 11:59 PM)						

Proforma Invoice

2023 End Zone Experience (12129)				Start-End: Mon 02/06/2023 08:00 AM - Fri 02/10/2023 11:59 PM		
<u>Order</u>	<u>Description</u>	<u>Duration</u>	<u>Tax</u>	<u>Units</u>	<u>Rate</u>	<u>Charges</u>
Maintenance (Continued)						
7464	Custodial Services	12.00 Hour		1.00 EA	\$18.00 / HR	\$216.00
Total For Maintenance:						\$666.00
Production						
Monday Technician Charges (02/06/2023 08:00 AM - 03:00 PM)						
7457	Technician Lead Hour Rental			5.00 EA	\$32.00 / EVT	\$160.00
	02/06/2023 07:00 AM - 08:00 AM					
	Technician Regular Rate Rental	7.00 Hour		5.00 EA	32.00 / HR	1,120.00
Total For Monday Technician Charges:						\$1,280.00
Wednesday Technician Charges (02/08/2023 03:00 PM - 09:00 PM)						
7458	Technician Lead Hour Rental			5.00 EA	\$32.00 / EVT	\$160.00
	02/08/2023 02:00 PM - 03:00 PM					
	Technician Regular Rate Rental	6.00 Hour		5.00 EA	32.00 / HR	960.00
Total For Wednesday Technician Charges:						\$1,120.00
Thursday Technician Charges (02/09/2023 12:00 PM - 11:59 PM)						
7459	Technician Lead Hour Rental			5.00 EA	\$32.00 / EVT	\$160.00
	02/09/2023 11:00 AM - 12:00 PM					
	Technician Overtime Rental	4.00 Hour		5.00 EA	48.00 / HR	960.00
	02/09/2023 08:00 PM - 11:59 PM					
	Technician Regular Rate Rental	8.00 Hour		5.00 EA	32.00 / HR	1,280.00
	02/09/2023 12:00 PM - 08:00 PM					
Total For Thursday Technician Charges:						\$2,400.00
Friday Technician Charges (02/10/2023 12:00 PM - 11:59 PM)						
7460	Technician Lead Hour Rental			5.00 EA	\$32.00 / EVT	\$160.00
	02/10/2023 11:00 AM - 12:00 PM					
	Technician Overtime Rental	4.00 Hour		5.00 EA	48.00 / HR	960.00
	02/10/2023 08:00 PM - 11:59 PM					
	Technician Regular Rate Rental	8.00 Hour		5.00 EA	32.00 / HR	1,280.00
	02/10/2023 12:00 PM - 08:00 PM					
Total For Friday Technician Charges:						\$2,400.00
Total For Production:						\$7,200.00
Venue Rental Charge						
Booking Function (02/06/2023 08:00 AM - 02/10/2023 11:59 PM)						
7469	Mainstage-1500 - Commercial (8 hour) Ra		0.5000%	1.00 EA	\$2,000.00 / EA	\$2,000.00
	02/06/2023 08:00 AM - 03:00 PM					
	Mainstage-1500 - Commercial (8 hour) Ra		0.5000%	1.00 EA	2,000.00 / EA	2,000.00
	02/08/2023 03:00 PM - 09:00 PM					
	Mainstage-1500 - Commercial (8 hour) Ra		0.5000%	1.00 EA	2,000.00 / EA	2,000.00
	02/09/2023 12:00 PM - 08:00 PM					
	Mainstage-1500 - Commercial Rehearsal		0.5000%	1.00 EA	800.00 / EA	800.00
	02/09/2023 08:00 PM - 11:59 PM					
	Mainstage-1500 - Commercial (8 hour) Ra		0.5000%	1.00 EA	2,000.00 / EA	2,000.00
	02/10/2023 12:00 PM - 08:00 PM					
	Mainstage-1500 - Commercial Rehearsal		0.5000%	1.00 EA	800.00 / EA	800.00
	02/10/2023 08:00 PM - 11:59 PM					
Total For Venue Rental Charge:						\$9,600.00
Total Services:						\$19,666.00
Rental Fee, 9,600.00 @ 0.5000%						48.00
Total Charges:						\$19,714.00

Proforma Invoice

2023 End Zone Experience (12129) Start-End: Mon 02/06/2023 08:00 AM - Fri 02/10/2023 11:59 PM

Invoice Summary		
	Total Services:	\$19,666.00
	Total Taxes:	\$48.00
	Total Charges:	\$19,714.00
	Total Payments:	\$0.00
	Total Amount Due:	\$19,714.00

Remit to:
Chandler Cultural Foundation
250 North Arizona Avenue
Chandler, AZ 85225-4567

Please contact Danielle Sezairi at danielle.sezairi@chandleraz.gov or at 480-782-2682 if you have any questions.