

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON ALLOWING THE DENTON BLACK CHAMBER OF COMMERCE TO SELL ALCOHOLIC BEVERAGES AT THE DENTON BLUES FESTIVAL, ON FRIDAY, SEPTEMBER 16, 2022, FROM 6:00 P.M. TO 10:00 P.M., SATURDAY, SEPTEMBER 17, 2022, FROM 12:00 P.M. TO 10:00 P.M., AND SUNDAY, SEPTEMBER 18, 2022, FROM 11:00 A.M. TO 8:00 P.M., AT QUAKERTOWN PARK, UPON SATISFYING CERTAIN CONDITIONS: AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN CONFORMITY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Black Chamber of Commerce will host the Denton Blues Festival on Friday, September 16, 2022 through Sunday, September 18, 2022 to showcase and preserve blues artists and music; and

WHEREAS, the Denton Black Chamber of Commerce has requested that they be allowed to sell alcoholic beverages at this year's Denton Blues Festival; and

WHEREAS, the City Manager, or designee, may approve in advance, the consumption and possession of alcoholic beverages at Quakertown Park pursuant to Section 22-32(b) of the Denton Code of Ordinances; and

WHEREAS, the City Council deems it in the public interest to authorize the City Manager, or designee, to allow the Denton Black Chamber of Commerce to sell alcoholic beverages at the Denton Blues Festival on Friday, September 16, 2022, Saturday, September 17, 2022, and Sunday, September 18, 2022, so long as certain conditions are met; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

SECTION 2. Denton Black Chamber of Commerce shall be allowed to sell alcoholic beverages at Denton Blues Festival, on Friday, September 16, 2022, from 6:00 p.m. to 10:00 p.m., Saturday, September 17, 2022, from 12:00 p.m. to 10:00 p.m., and on Sunday, September 18, 2022, from 11:00 a.m. to 8:00 p.m. to be held at Quakertown Park, located at 321 E. McKinney St., Denton, Texas, upon entering into and complying with the attached contractual agreement with the City of Denton and satisfying the following conditions:

1. Denton Black Chamber of Commerce shall be responsible for rental of any booth or space necessary.
2. Denton Black Chamber of Commerce shall abide by all laws, resolutions, rules and regulations, and shall be responsible to obtain any temporary license(s) and permit(s) for necessary for selling alcoholic beverages at the Denton Blues Festival.
3. Denton Black Chamber of Commerce shall provide the security necessary for the sale of alcoholic beverages.

- 4. Denton Black Chamber of Commerce shall provide general comprehensive liability insurance from a responsible carrier, with the City as an additional insured, in the amount of \$1,000,000.00.
- 5. Denton Black Chamber of Commerce shall provide Liquor/Dram Shop Liability in the amount of \$1,000,000 per occurrence.
- 6. Denton Black Chamber of Commerce agrees to indemnify the City of Denton against any liability incident to the selling of alcoholic beverages at the Denton Blues Festival.

SECTION 3. The City Manager, or designee, is authorized to execute an agreement in conformity with this Resolution, which shall be substantially in the form of the agreement attached hereto and made a part hereof by reference.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____. This Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse L. Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

A handwritten signature in blue ink, appearing to read "Amanda Rios", is written over a light blue rectangular background.

BY: _____

**CITY OF DENTON AGREEMENT WITH
DENTON BLUES FESTIVAL**

STATE OF TEXAS §

COUNTY OF DENTON §

This Agreement, made this _____ day of _____, 2022, by and between the City of Denton, a municipal corporation, hereinafter referred to as the "CITY" and DENTON BLACK CHAMBER OF COMMERCE.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
GENERAL

The City grants to the DENTON BLACK CHAMBER OF COMMERCE the privilege to sell alcoholic beverages, subject to the exceptions and conditions hereinafter set forth, for the DENTON BLUES FESTIVAL on Friday, September 16, 2022, from 6:00 p.m. to 10:00 p.m., Saturday, September 17, 2022, from 12:00 p.m. to 10:00 p.m., through Sunday, September 18, 2022, from 11:00 a.m. to 8:00 p.m., to be held at Quakertown Park, located at 321 E. McKinney St., Denton, Texas. This privilege does not extend beyond the date and times of the DENTON BLUES FESTIVAL set for the year 2022.

ARTICLE 2
TERMS AND CONDITIONS

DENTON BLACK CHAMBER OF COMMERCE, in order to exercise the privilege to sell alcoholic beverages, must perform the following:

- A. DENTON BLACK CHAMBER OF COMMERCE shall be solely responsible for the rental and payment for any booth space necessary for the sale of alcoholic beverages at the DENTON BLUES FESTIVAL.
- B. DENTON BLACK CHAMBER OF COMMERCE shall be solely responsible to obtain any temporary license and permit necessary for the selling of alcoholic beverages at the DENTON BLUES FESTIVAL.
- C. DENTON BLACK CHAMBER OF COMMERCE shall be solely responsible for the obtaining and paying for any security necessary for the sale of alcoholic beverages at the DENTON BLUES FESTIVAL.
- D. DENTON BLACK CHAMBER OF COMMERCE's failure to do any of the above and to show proper proof of compliance shall waive their right to exercise the privilege of selling alcoholic beverages at the DENTON BLUES FESTIVAL.

ARTICLE 3
LOCAL RULES AND REGULATION

DENTON BLACK CHAMBER OF COMMERCE agrees to abide by all municipal, county, state and federal laws, Resolutions, rules and regulations and specifically, without limitation, to obtain all necessary and proper licenses, permits and authorizations, and to comply with the requirements of any duly authorized person acting in connection therewith. DENTON BLACK CHAMBER OF COMMERCE shall pay all taxes, if any, of every nature and description arising out of or in any manner connected with the sale of alcoholic beverages.

DENTON BLACK CHAMBER OF COMMERCE will exercise reasonable care and due diligence in their sale of alcoholic beverages at the DENTON BLUES FESTIVAL.

ARTICLE 4
INDEMNITY AGREEMENT

DENTON BLACK CHAMBER OF COMMERCE shall indemnify and save and hold harmless the CITY and its officers, agents, and employees from and against any and all liability, claims, demands, losses, and expenses, including but not limited to, court costs and reasonable attorney fees incurred by the CITY, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of DENTON BLACK CHAMBER OF COMMERCE or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 5
INSURANCE

During the performance of the Agreement, DENTON BLACK CHAMBER OF COMMERCE shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- B. Liquor/Dram Shop Liability in the amount of \$1,000,000 per occurrence for any event occurring on City-owned property where alcohol will be provided or served.
- C. DENTON BLACK CHAMBER OF COMMERCE shall furnish insurance certificates or insurance policies at the CITY'S request to evidence such coverages. The insurance policies shall name the CITY as an additional insured on all such policies, and shall contain a provision that such insurance shall not be canceled or modified without written notice to the CITY and DENTON BLACK CHAMBER OF COMMERCE. In such event, DENTON BLACK CHAMBER OF COMMERCE shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 6 **NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

DENTON BLACK CHAMBER OF COMMERCE:
John Baines, Event Coordinator
P.O. Box 51026
Denton, Texas 76206

CITY OF DENTON:
City Manager
215 E. McKinney St.
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE 7 **ENTIRE AGREEMENT**

This Agreement, consisting of eight (8) pages and 0 exhibits, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 8 **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 9
DISCRIMINATION PROHIBITED

In performing the services required hereunder, DENTON BLACK CHAMBER OF COMMERCE shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 10
PERSONNEL

DENTON BLACK CHAMBER OF COMMERCE represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with the CITY.

ARTICLE 11
ASSIGNABILITY

DENTON BLACK CHAMBER OF COMMERCE shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

ARTICLE 12
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 13
MISCELLANEOUS

- A. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- B. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and DENTON BLACK CHAMBER OF

COMMERCE has executed this Agreement through its duly authorized undersigned officer on this the _____ day of _____, 2022.

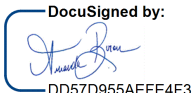
CITY OF DENTON, TEXAS

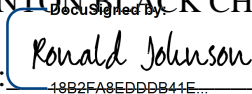
SARA HENSLEY,
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

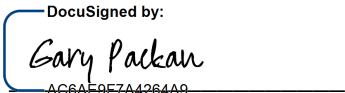
BY:  _____

DENTON BLACK CHAMBER OF COMMERCE
BY:  _____
RONALD JOHNSON

WITNESS:

BY: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

<div>DocuSigned by:</div> <div></div> <div>AC6AE9F7A4264A0...</div>	<div>Gary Packan</div>
SIGNATURE	PRINTED NAME

Director of Parks and Recreation
TITLE

Parks and Recreation
DEPARTMENT