



Snowtown Ice Classic Agreement



This agreement, made this ___ day of February, 2024 by and between the Advocates for Victims of Violence, herein after referred to as "AVV," and the City of Valdez, hereinafter referred to as the "City," as follows:

WHEREAS, AVV and the City have determined that it is in the public interest to jointly operate and manage the Snowtown Ice Classic- which is an annual winter event predicting when the ice will melt from Ruth Pond and cause a tower to fall, hereinafter referred to as the "Classic," in the City of Valdez; and

WHEREAS, cooperative efforts of AVV and the City in serving residents of the Valdez area are cost-efficient and mutually advantageous;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

1. The City's holdings, now owned or hereafter procured by the City in support of the Classic, remain the property of the City.
2. The equipment and holdings of AVV, now owned or hereafter procured by AVV in support of the Classic, remain the property of AVV.
3. The City and AVV agree to operate the event jointly, under the authority of AVV's current gaming license. All public outreach including flyers, social media and additional media coverage will reflect the names of both parties to this agreement.
4. The City agrees to:
 - a. Design, construct, erect, disassemble and store the "tower" on an annual basis. The design of which is subject to change as materials and labor may vary from year to year.
 - b. In cooperation with AVV, establish the start/stop dates for the event.
 - c. Act as final decision maker with regard to final event completion date/day/time by watching video footage of the first portion of the tower to go into the water. Tower Drop is completed when any portion of the Tower Top Triangles (Wooden Flags) hit the ice/water.
5. AVV agrees to:
 - a. Establish cost per ticket.
 - b. Collect and hold all monies generated from the Classic and distribute the monies

- in accordance with this agreement upon completion of the applicable Classic.
- c. Maintain a valid gaming license to include the authorization to conduct the Classic.
 - d. Design, print and distribute Classic tickets within the Valdez area. Once established, further distribution may be considered if allowed under the permit.
 - e. Assist with advertising the event through multi-media venues, when possible.
6. All proceeds generated from the Classic will be allocated per the following breakdown:
 - a. 50% of the total proceeds to the winner. If there is more than 1 winner, the 50% will be equally divided amongst them.
 7. The City reserves the right to deduct future administrative fees and overhead from the event proceeds (before the division of proceeds as referenced above) if the overall administrative burden of managing the Classic exceeds the capabilities of the City's organic resources staged within the Parks, Recreation & Cultural Services Department. This decision will be made in consultation with AVV prior to January 1 of the applicable year's Classic.
 8. The City reserves the right to cancel or postpone the event at any time based on unforeseen events or personnel shortfalls, provided AVV is notified in advance. As a result, AVV reserves the right to take over the management and administrative oversight of the Classic, provided the City concurs that said management would prove beneficial to the long-term sustainability of the Classic.
 9. If the Classic grows beyond a level that AVV and the City can feasibly administer, it is the ultimate desire of both AVV and the City to establish an independent non-profit Snowtown Ice Classic Committee. The purpose of said Committee would be to assume long-term administrative & financial oversight of the event. Such a Committee will establish governing bylaws that will require approval from both AVV and the City, to include both AVV and the City retaining permanent Committee seats, unless otherwise directed by the AVV Executive Director and the City Manager.
 10. Until such time as a Committee is established, all management and policy decisions for general operations of the Classic shall remain with the City; provided, however, that the recommendations of AVV shall be duly considered by the City in all matters dealing with the performance of this agreement, and the City shall act in good faith in accordance with said recommendations insofar as practical to carry out the intent of the establishment of the Classic in benefitting both AVV and the citizens of Valdez and its surrounding neighbors.
 11. The City agrees to indemnify and save harmless AVV, its Board of Directors, officers, and employees, from and against all claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) which may arise by reason of any injury to any person, or damage to any property, attributable to the negligence of the City, its officers, agents, and employees, in connection with the City's performance under this agreement. Similarly, AVV agrees to indemnify and save harmless the City, its officers, and employees, from and against all claims, demands, judgments, costs, and expenses

(including reasonable attorney's fees) which may arise by reason of any injury to any person, or damage to any property, attributable to the negligence of AVV, its officers, agents, and employees, in connection with AVV's performance under this agreement.

12. This agreement shall be reviewed annually. This agreement is subject to amendment, renegotiation, or termination at any time; however, 45 days written notice shall be given by the party requesting amendment, modification or termination. Requests shall be in writing and shall not be binding until executed by both parties.
13. For the purpose of giving notice as required herein, the addresses of the parties shall be as follows, unless written notice of change of address is provided the other:

Advocates for Victims of Violence Attn: Executive Director
P.O. Box 524
Valdez, AK 99686

City of Valdez
Attn: City Manager
P.O. Box 307
Valdez, AK 99686

14. Each party hereby represents and warrants that it has the authority to enter into this agreement by and through its duly authorized undersigned representative(s).
15. Each party further acknowledges and agrees to be bound by an obligation to perform in all respects hereunder in good faith towards the accomplishment of the mutually beneficial goals underlying the establishment of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) set forth below.

[SIGNATURES TO FOLLOW]

ADVOCATES FOR VICTIMS OF VIOLENCE

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

CITY OF VALDEZ, ALASKA

APPROVED:

Sharon Scheidt, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Ken Wilson, PRCS Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

