

## CITY OF FIFE LODGING TAX FUNDING AGREEMENT

1. **Parties and Date.** This Agreement is made this 26<sup>th</sup> day of August, 2013, between the City of Fife, a Washington municipal corporation ("City") and **Dreamfest 2013** ("Recipient").

2. **Recitals.**

2.1 The City collects a tax known as the Lodging Tax and deposits the revenues from the Lodging Tax into a special fund to be used solely for paying for tourism promotion and for the acquisition and/or operation of tourism relate facilities.

2.2 After receiving recommendations from the Lodging Tax Advisory Committee, the City Council has allocated **\$2,000** of the Lodging Tax fund in the City's 2013 Budget to Recipient for the activities set forth in Exhibit A attached hereto, which is an allowed use of Lodging Tax revenue under RCW 67.28.1815.

2.3 In consideration of the terms, conditions and covenants contained herein, the parties agree as follows.

3. **Scope of Work.** Recipient shall perform the activities set forth in Exhibit A ("Scope of Work") attached hereto during the term of this Agreement, for the purpose of attracting tourism business to the City.

4. **Term.** This Agreement shall be effective on January 1, 2013, and shall terminate on December 31, 2013, unless earlier terminated pursuant to Section 13 of this Agreement. Sections 6, 10, 14 and 19 of this Agreement shall survive termination of this Agreement.

5. **Compensation.** The City shall provide from Lodging Tax revenues, an amount not to exceed **\$2,000** in funding (the "Funds") to Recipient to perform the Scope of Work. However, funding for this Agreement is subject to the actual Lodging Tax funds received by the City. **If Lodging Tax receipts are lower than budgeted, funding may be decreased.** Within ten days after the end of each calendar quarter, Recipient shall submit a billing statement detailing how activities and services performed by Recipient during the preceding quarter have specifically promoted tourism in the City, including measurable results. Upon receipt of a conforming billing statement, the City shall promptly process payment. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve the recipient of its obligations under this Agreement. Failure by Recipient to submit conforming billing statements by January 10<sup>th</sup> after the expiration of this Agreement will result in the forfeiture of remaining unbilled compensation.

6. **Auditing.** The Recipient shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City shall have full access and the right to examine and copy, during normal business hours, all of the records of the Recipient with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

7. **Compliance with Federal, State and Local Laws.** The Recipient agrees to abide by all applicable federal and state statutes and regulations pertaining to the subject matter of this Agreement, including without limitation RCW 67.28.1815, which provides that lodging tax revenues may be used solely for the purpose of paying all or a part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities, as such terms are defined in RCW 67.28.080.

8. **Collaborative Marketing and Promotion.** During the term of this Agreement the Recipient agrees to cooperate and work collaboratively with the City's marketing department and the Fife Chamber of Commerce for the common goal of attracting tourism business to the City.

9. **Reporting.** Within ten days after the end of each calendar quarter, Recipient shall furnish to the City a quarterly report detailing the use of the Funds provided under this Agreement, and such supporting information as the City may require. Such reports and documents shall include, if applicable, a list of festivals and special events sponsored by Recipient with the amount of revenue expended on each festival, special event or tourism-related facility, the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival of tourism-related event. Recipient shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

10. **Reimbursement of Funds.** Recipient warrants that the Funds received under this Agreement shall be used solely for purposes permitted under this Agreement and agrees to repay to the City any Funds found to have been used for some purpose other than those permitted herein.

11. **Nondiscrimination.** Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

12. **Independent Contractor.** The Recipient is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Any and all employees of

the Recipient, while engaged in the performance of any work or services required by the Recipient under this Agreement, shall be considered employees of the Recipient only and not of the City. As an independent contractor, the Recipient shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

13. **Termination.** The City may terminate this Agreement immediately by written notice thereof to the Recipient if the tax itself is repealed by appropriate authority or in the event the Funds are not used in compliance with the provisions of this Agreement and/or Chapter 67.28 RCW, as determined by the City or the State of Washington. Further it is agreed that either party may terminate this Agreement for any reason upon giving the other party at least ninety days prior written notice thereof.

14. **Indemnification and Hold Harmless.** The Recipient shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

15. **Assignment.** Neither the Recipient nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

16. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

17. **Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and, in the event of dispute, the venue for any action brought hereunder shall be in Pierce County Superior Court.

18. **Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. **Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Recipient to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Recipient agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

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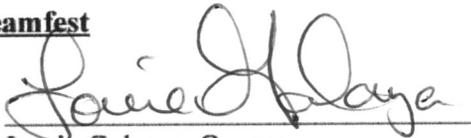
\* \* \*

20. **Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

**RECIPIENT:**

**Dreamfest**

By:



Louie Galarza, Owner

**THE CITY:**

City of Fife, Washington

By:



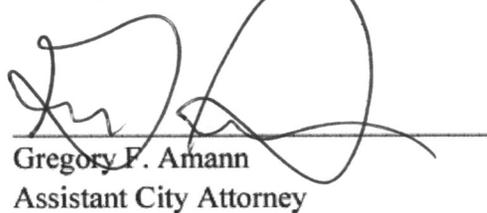
David K. Zabell, City Manager

**ATTEST:**



Carol Etgen, City Clerk

**APPROVED AS TO FORM:**



Gregory F. Amann  
Assistant City Attorney



**EXHIBIT A  
SCOPE OF ACTIVITIES**

**See Attached Application.**



Louie Galarza, Proprietor  
Louie G's Pizzeria/Mental Itch Records  
5219 Pacific Hwy E.  
Fife, WA 98424  
253-926-9700  
Dreamfest2013@comcast.net

## **Event: DreamFest 2013—Two Day Music Festival To Benefit Burned Children Recovery Foundation**

- Dates of the event:** September 20th and 21st 2013
- Event organizers:** Andrea and Louie Galarza, Owners Louie G's Pizzeria  
Louie Galarza, Founder/CEO Mental Itch Records  
Pyramid Staging & Events, Mental Itch Records
- Venue for the event:** Louie G's Pizzeria Outdoor Stage  
5219 Pacific Hwy E; Fife, WA 98424
- Charity:** [www.burnedchildrenrecovery.org](http://www.burnedchildrenrecovery.org) (501c3)
- Purpose:** To raise money and awareness in an effort to support the over 280,000 children burned annually in the United States. Donations help Phoenix House, Camp Phoenix, counseling and many other support services for not only the children but their families as well.

### **Detailed plan of the event:**

\*The event will be an all-ages, all-day into the night, two-day rock music festival featuring many prominent bands from Washington State.

\*Raffle for t-shirts and other prizes.

### **\*Community atmosphere:**

\*Strict security will be enforced as many families with children will be present.

**Estimated budget for this event: \$25,000.00**

**All interested parties in sponsoring this event, please contact Louie Galarza or Amy Taylor at [DreamFest2013@comcast.net](mailto:DreamFest2013@comcast.net)**

# About the Burned Children Recovery Foundation

## **Mission Statement:**

**Providing Hope and New Beginnings to Burned Children and their family since 1989, We Let No Child Walk Alone!**

**How it all began... In February 1967 Michael T. Mathis was burned over 64% of his body by a gasoline explosion at age eleven. He was first treated at Children's Hospital in Seattle, Washington from February 1967 - May 1967. The remaining 64 surgeries were provided by Shriners' Hospitals over the next three years.**

**In 1989 Michael learned there are over 280,000 children burned annually in the United States. Where are these children and how many have you seen in your lifetime? This compelled Michael and quit his 12 year job at Boeing and started helping burned children. Michael had great insight on how the children really feel and what the family needs to get their children back to a full and productive life.**

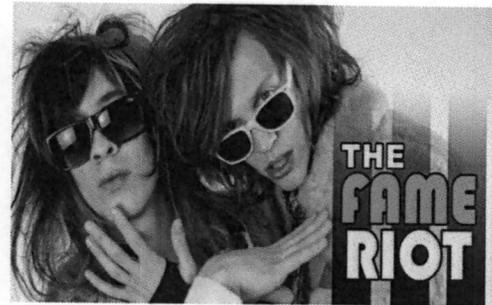


**The BCRF is an IRS Approved non-profit organization of dedicated staff and caring volunteers who are committed to effectively supporting burn children survivors and their families during the rehabilitation process. To date we have distributed over 110,800 recovery packets to burned children after fire and burns have changed their lives forever. Thousands of families receive financial and emotional assistance from the Burned Children Recovery Foundation each year since 1989. They are badly scarred and emotionally and physically in need of the BCRF's support. Many have lost fingers, ears, faces and their spirit to live. But no matter how severe or slight their burn scars are, all require assistance in making difficult changes from being a victim to a survivor and a well adjusted, thriving member of society.**

**We provide counseling and financial aid to the family and also offer our two recovery programs to the children and their family. Phoenix House is a 10 bed recovery center for recluse and high trauma children struggling in their recovery. Camp Phoenix is our National Burned Children's Recovery Camp for burned children. Attending both programs are important to the recovery of the child.**

**Burns are one of the most painful injuries to recover from. We offer support and encouragement during and after hospitalization. When does the healing start? Reconstructive surgery will play a role in the child's overall post burn restoration process, but it is the area on the body affected and the percentage of total burned tissue that will play the largest role in how fast they will recover.**

**Many children are turned away because of the lack of funding, please consider supporting our deserving children by donating today. Thank you for your support!**



KISW—The New Originals

# Press/Media for DreamFest 2012

[http://www.kisw.com/STP-s-BLOG-09-17-12--Hell-Run-/11281377?  
pid=265714&archive=1](http://www.kisw.com/STP-s-BLOG-09-17-12--Hell-Run-/11281377?pid=265714&archive=1)

“After Hell Run, we went home...took a power nap, and then headed to Fife for “Dream Fest” at Louie G’s. What is “Dream Fest” - well Louie G. apparently always had a dream to put on a massive show...so even though he has great shows at his Pizza place (awesome Pizza by the way) inside his place, he decided to turn his parking lot into a giant outdoor venue. He had a giant stage set up with an amazing sound system, great light rig, and the always important fog machine and strobe light...and booked some great bands like Witchburn, Klover Jane, Amadon, and the worlds worst cover band...KISW’s The New Originals. What a fun show...Witchburn were unbelievable, they sounded so great live!

Finally, I have to say this...on Saturday I got to meet Louie G. for the first time. What an incredibly positive and passionate guy. You can tell he is doing this (booking bands and putting on shows) for all the right reasons...he is not driven by dollar signs, but by his passion for local music. Louie was front row throughout the day and night, singing along to many of these bands songs. A true quality individual...all the great things I have heard in the past from others about Louie was confirmed with my experience with him. Way to be Louie G!”

<http://seattlemusicinsider.com/2012/09/24/looking-back-on-louies-dreamfest-2012-photo-slideshow/>

<http://www.northwestmusicscene.com/2012/09/dream-fest/>

<http://www.tacomaweekly.com/citylife/view/make-a-scene-dreamfest/>

[http://www.weeklyvolcano.com/entertainment/spew-blog/2012/09/  
Living-the-Dream-Musicians-Unite-to-Support-All-Ages-Scene-and-Fight/](http://www.weeklyvolcano.com/entertainment/spew-blog/2012/09/Living-the-Dream-Musicians-Unite-to-Support-All-Ages-Scene-and-Fight/)

[http://www.youtube.com/playlist?list=PLluh9xovoBSfcwqQYfUJqW8Swhb1jV\\_BN](http://www.youtube.com/playlist?list=PLluh9xovoBSfcwqQYfUJqW8Swhb1jV_BN)



## DreamFest 2012



The Galarzas at DreamFest 2012 set-up