

**CITY OF FIFE
SMALL GENERAL SERVICES CONTRACT
(ONE TIME EVENT)**

1. **Date and Parties.** This contract, for reference purposes only, is dated the 11 day of - July, 2013 and is entered into by and between the City of Fife ("City") and Great American Entertainment Company ("Contractor").

2. **General Purpose and Intent.**

Provide the Ag-Ventureland Kids' Area for the 2013 Fife Harvest Festival.

3. **Services by Contractor.** Contractor shall perform the services described in Exhibit A attached hereto and incorporated herein (the "Services"). The Services includes all labor, materials, parts, tools, and equipment necessary to perform the Services. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit A.

4. **Term.** The term of the Agreement shall commence on the date of execution of this Agreement by both parties and shall continue until the completion of the Services.

5. **Termination.** The City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may cancel this Agreement only upon thirty (30) days prior written notice. In the event of termination, Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on services not performed because of such termination. If the Agreement is terminated for Contractor's default, any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor.

6. **Compensation.** Total compensation for the Services shall be \$2,500, payable in accordance with Exhibit A.

7. **Coordination of Contract Documents.** This Agreement consists of this service and maintenance contract form and Exhibit "A". If there is any inconsistency between this contract form and the Exhibit, the contract form shall take precedence.

8. **Taxes and Records.**

A. Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the Services performed and compensation paid under this Agreement.

B. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

9. **Discrimination and Compliance with Laws.**

A. Contractor 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,

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sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

C. Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC (if applicable) prior to performing any Services under this Agreement.

D. Violation of this Paragraph 9 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

10. Standard of Care. Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the Services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same occupation currently practicing in similar circumstances.

11. Indemnification. The Contractor 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 contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

12. Insurance.

A. Contractor shall procure and maintain for the duration of all services and activities set forth in Exhibit A, insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance of the services hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Contractor shall obtain insurance of the types described below:

Commercial General Liability insurance covering liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract . The City shall be named as an insured on Contractor's



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Commercial General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policy shall contain, or be endorsed to contain that the Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. The Contractor shall provide a certificate of insurance evidencing the required insurance before commencing the services and activities set forth in Exhibit A. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

14. Independent Contractor. The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. As an independent contractor, the Contractor shall be responsible for the reporting and payment of all applicable local, state, and federal taxes, including, but not limited to, income tax, self-employment tax and any other taxes associated with the operation of his or her business and monies received as a result of this Contract. The Contractor may be performing services for other private entities or governmental agencies. However, the Contractor shall assure that Contractor's scheduling work for other entities shall not conflict or interfere with Contractor's ability to perform the Services.

15. Jurisdiction and Venue. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

16. Attorney's Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

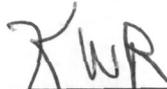
17. Entire Agreement. This agreement embodies the entire agreement between the parties with regards to the subject matter. There are no other agreements express or implied, written or verbal.

18. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF FIFE, WASHINGTON

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Great American Entertainment Co.


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By: Kent W. Reuter for
David Zabell
City Manager

Pamela Jaeger, Adm. Co.
Pamela Jaeger, Administrative Coordinator

Date: 7/23/13

Date: 7/11/13

Attest:
By: Carol Etgen
Carol Etgen
City Clerk

Approved as to form:
By: Gregory F. Amann
Gregory F. Amann
Assistant City Attorney

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EXHIBIT "A"

SERVICES TO BE PERFORMED

A. Ag-Ventureland Kids' Area

Details of Event - Fife Harvest Festival, October 5th, 2013 from 10 am – 5 pm
You have reserved the Ag-Ventureland Kids' Area.

This interactive and educational agricultural exhibit features agricultural themed hands-on activities and crafts. Ten colorful 10' x 10' tents are filled with fun activity stations such as simulated cow milking with a life-size fiberglass cow, pony saddling, corn box, and much more. This attraction also includes professionally designed educational signage.

Activity Stations

- Milk A Cow!** A life-size, fiberglass Holstein cow kids can milk! Of course it's water that re-circulates through the bucket and it's a clever way to teach kids how to milk a cow.
- Saddle a Pony!** Welsh pony style life-size stuffed animals that kids can brush and put real saddles and bridles on. From cinches to curry combs, kids get to practice and learn how to care for a horse.
- Corn Box and Bean Box!** Each of these two stations has an 8 x 8 sandbox; one filled with corn and the other with beans—and both are filled with fun! Kids pile in and play with trucks and tractors.
- Music Station!** Kids can make music the old fashioned way with washboards, triangles, and iron cymbals all fastened to a wagon wheel stand.
- Rope a Steer!** Steer horns, straw, a saddle set on a barrel in a wooden cradle and a rope! Talk about fun! Even the adults love this station. Kids test their skills in the traditional cowboy skill of steer roping.
- Scarecrow Building!** Kids can get real creative and build a scarecrow on a stand using clothes, hats, straw and more.
- Super Dooper Pooper Scooper!** Kids love this station featuring life-size farm critters in a miniature farm setting. Kids frolic in the straw, rake, and push the wheelbarrows around the animals. It's fun to pretend you're a super dooper pooper scooper!
- Pedal Tractor Area!** A fair favorite! Kids have great fun pedaling authentic replicas of traditional farm tractors inside a fenced off area in the center of the activity stations!
- Craft Station** Our staff helps children create beautiful and fun crafts to take home.
- General Store!** This old-fashioned mercantile stand features agricultural themed toys, stuffed animals, and humorous trinkets.

Make check payable to: Great American Entertainment Company

Great American Entertainment Company
PO Box 2304
Grants Pass, OR 97528
O: 541-512-1100
M: 760-937-6363



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