

City of Scottsbluff, Nebraska

Monday, October 6, 2014

Regular Meeting

Item Reports3

Council to consider approval and payment of additional insurance and the contract with Extreme Event Productions, LLC for a Zip Line for the annual Harvest Night event and authorize the Mayor to sign the contract.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: October 6th, 2014

AGENDA TITLE: Council to consider approve contract with Extreme Event Productions, LLC for a Zip Line for annual Harvest Night event. Also consider approval of event insurance for the Zip Line.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is asking Council approval to contract with Extreme Event Productions, LLC to provide a Zip Line for this years' Harvest Night Event. As the event has grown, we are looking for ways to expand and enhance the event. We would like to contract this company to provide the zip line. The City will provide staff to collect fees and make sure anyone under 18 signs a waiver.

The amount for this service is \$3000

ALSO, we are requesting a minimum of \$2500 from our special events line item to purchase event insurance.

These amounts will be taken from the Special Events line item.

BOARD/COMMISSION RECOMMENDATION: N/A

Staff Recommendation:

EXHIBITS				
Resolution x	Ordinance <input type="checkbox"/>	Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
Other (specify) _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

EVENT SERVICES AGREEMENT

This Event Services Agreement ("Agreement") is entered into on this ____ day of September, 2014, by and between the City of Scottsbluff, a Nebraska municipal corporation, ("Client") and Colorado Event Productions, d/b/a Extreme Event Productions, LLC, a Colorado limited liability company, ("Contractor").

1. Services for Event provided by Contractor:
 - (a) The Contractor agrees to provide a portable zip line apparatus ("zip line"), the equipment required to operate the zip line for the event conducted by Client as set forth in paragraph 1.(d) herein.
 - (b) The Contractor agrees to provide all equipment and staff necessary to carry out the terms of the Agreement unless otherwise noted and shall retain the right to determine if weather conditions permit the safe operation of the zip line.
 - (c) Contractor agrees to comply with all ordinances, rules and regulations of the Client and all statutes of the State of Nebraska and other applicable laws.
 - (d) The Contractor agrees to provide the zip line, all equipment and staff necessary for its operation for an event on Friday, October 10, 2014, to be held from 5:00 p.m. to 9:00 p.m. by the Client, located at South Beltline and Avenue I, Scottsbluff, Nebraska ("event").
2. Services to be provided by the Client:
 - (a) Client agrees to provide a venue for the event, all necessary permits and licenses to lawfully conduct the event, and the necessary accommodations for Contractor to set up its zip line and equipment and have staff necessary to carry on the event.
 - (b) Client shall provide a flat surface area, preferably grass for inflatables, for the zip line that will be operated by Contractor and staff.
3. Compensation of Contractor:
 - (a) A performance fee of \$3,000.00 is agreed upon by the Client and Contractor.

- (b) A deposit is required to reserve the zip line and must be received with an electronically signed copy of this Agreement, no later than 72 hours after the this Agreement is signed by both parties. The balance of the performance fee will be made by check and due on the day of the event as set forth in paragraph 1.(d), and shall be made payable to AirBound, unless otherwise agreed in writing prior to the date of the event.
- 4. Cancellation:
 - (a) If, within six months of the event, as set forth in paragraph 1.(d), the Client cancels the event or if the event fails to happen for any reason, the 50% deposit will be applied to another rescheduled event within one year of the date of this Agreement. If the event is cancelled more than six months from the date of the scheduled event, a full refund will be provided.
 - (b) Cancellation of the event by Client for any reason on the scheduled day of the event, will require PAYMENT IN FULL and that payment will be credited to a rescheduled event within six months of the original date, subject to availability.
 - (c) If the event is cancelled on the scheduled day of the event, the event will be rescheduled only one time within the six month time frame.
 - (d) If the event is cancelled on the day of the scheduled event, Contractor reserves the right to assess a 10% service charge based on the total amount of this Agreement in addition to requiring payment in full, regardless if the event is rescheduled within the six month time frame.
- 5. Weather:
 - (a) In the case of inclement weather or unsafe conditions, the Client must call the Contractor prior to the set up of the zip line for the event if the Client chooses to avoid a cancellation fee of \$250.00 on the day of the event. All weather cancellations will fall under the Contractor's cancellation policy.
- 6. Participants:
 - (a) Contractor shall require a written release of liability from each participant of its zip line. If a participant is under 18 years of age, then participant's parent or guardian must sign the waiver.

- (b) Client agrees to abide by and enforce any decision of the Contractor in denying participation to individuals that Contractor deems unsuitable to participate in the zip line.
- (c) Contractor will not tolerate any physical or verbal abuse toward staff and/or equipment.

7. Miscellaneous:

- (a) The Contractor, in its sole cost and expense, agrees to indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to the Client) and hold the Client harmless from and against any and all damages (including without limitation, consequential damages), losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever, which may at any time be imposed upon, incurred by or asserted against the Client arising directly or indirectly from or out of the Contractor's use, operation, maintenance and participation of the zip line.
- (b) Contractor understands that it is an independent contractor not covered by the Client's workers' compensation insurance or any other insurance. Contractor shall indemnify, save and hold harmless and defend the client and all its officers, agents and employees for, from and against any and all claims, causes of actions, and injury or loss to any persons, including those to whom the Contractor may be liable under any claims or suits including for wages, merchandise, caused by, arising out of, or in any way connected with the Contractor's exercise and operation of the zip line under this Agreement.
- (c) Contractor agrees to furnish a certificate of insurance, naming the Client as a co-insured, evidencing insurance coverage at a minimum of \$1,000,000 per occurrence combined single limit for bodily injury and property damage in relation to its operation of the zip line.
- (d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.
- (e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event.

- (f) Each party acknowledges that this Agreement cannot be assigned or transferred without the written consent of both parties.
- (g) Both parties acknowledge that this Agreement constitutes the entire Agreement of the parties and this Agreement can only be amended upon the signature of both parties.

CITY OF SCOTTSBLUFF,

By _____
Randy Meininger, Mayor

Attest:

City Clerk

COLORADO EVENT PRODUCTIONS,
d/b/a Extreme Event Productions, LLC
a Colorado limited Liability Company,
Contractor,

By _____
Authorized Member