



Marketing & Destination Management

# City of Union Gap Old Town Days Agreement

The City of Union Gap, hereinafter called "City", and Scott Steinloski, hereinafter called "Contractor" hereby enter into the following Agreement.

Contractor shall provide services to the City related to Old Town Days as follows:

## 1. Scope of Work

- ❖ Contractor shall develop and manage an Old Town Days Celebration that will include the following activities:
  - Parade
  - Food and Craft Vendors
  - Car Show
  - Sports Tournament (such as 3 on 3 basketball)
  - Idol Competition
  - Entertainment
  - A Valley Mall promotion centered on Old Town Days
- ❖ Contractor shall provide event management including security, set-up and tear down.
- ❖ Contractor shall develop and execute a media plan to promote the event
- ❖ Contractor shall create directional and schedule signage at the event
- ❖ Contractor shall plan and implement a public relations plan to garner media coverage
- ❖ Contractor shall develop online registration processes for all vendors and competition participants

## 2. Term of Contract/Termination.

- ❖ Performance under this Contract shall commence on March 29, 2012 and shall continue until the 2012 Old Town Days Celebration is complete, at which point it shall terminate.

## 3. Budget

**In Touch Marketing will produce Old Town Days with all deliverables listed in paragraph (1) for \$15,000.00. Here is the budget breakdown.**

\$5000.00 – Staffing (hiring of individuals to oversee certain areas of responsibility)  
\$4000.00– Operations and Security  
\$6000.00– Advertising and Entertainment

\*As part of attempting to make OTD a self-supporting event, all funds generated from the event will be deposited back into the Hotel/Motel Tax Account earmarked for OTD. This year we anticipate generating \$5000 that will be used exclusively for the 2012 OTD. Anything generated above \$5000 will be designated for the 2013 event.

**4. Independent Contractor**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. Contractor is not entitled to any City benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to City employees. The Contractor represents that he maintains a separate place of business, serves clients other than the City, will report all income and expense accrued under this contract to the Internal Revenue Service.

**5. Indemnification**

Contractor will defend, indemnify and hold harmless the City, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of Contractor's performance under the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF UNION GAP

CONTRACTOR

\_\_\_\_\_  
Jim Lemon, Mayor

\_\_\_\_\_  
Scott Steinloski, In Touch Marketing

ATTEST:

\_\_\_\_\_  
Kathryn Thompson, CMC, City Clerk

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. 971**

**A RESOLUTION** authorizing the Mayor to sign an Agreement with Scott Steinloski for Old Town Days.

**WHEREAS**, the City of Union Gap desires to contract with Scott Steinloski to provide for the planning, management and production of Old Town Days and its related events for 2012;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

The Mayor is authorized to sign an Old Town Days Agreement with Scott Steinloski.

**PASSED** this 28<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathryn Thompson, CMC, City Clerk

\_\_\_\_\_  
Robert F. Noe, City Attorney