

## **TOURISM PROMOTION AREA - MANAGEMENT AGREEMENT**

The City of Union Gap, hereinafter called "City", and Scott Steinloski, hereinafter called "Contractor" hereby agrees as follows:

1. **General.** Under the terms of this Agreement Contractor shall render Tourism Promotion Management Services to the City of Union Gap and its Union Gap Tourism Promotion Area. Said services are more fully described below in the Scope of Contractor's Service.
2. **Term.** The term of this Agreement shall commence on December 1, 2011, and shall continue on an annual basis without the necessity of renewal, unless terminated as provided herein.
3. **Compensation.** Contractor shall receive \$416.67 per month as and for consideration for the management services provided under this Agreement. Contractor shall be compensated from funds generated through the Tourism Promotion Area assessment.
4. **City's Responsibilities.** To accomplish the intent of this Agreement, the City:
  - i. May provide administrative and financial oversight and direction in accordance with established laws and regulations;
  - ii. Shall monitor and evaluate Contractor performance;
  - iii. Shall pay, Contractor on a timely basis.
5. **Scope of Contractor's Services.** To accomplish the intent of this Agreement, the Contractor shall:

Scope of work. The Contractor shall manage and administer the activities of the Union Gap Tourism Promotion Area. Duties will include, but not be limited to the following:

- i. Manage all operational and administrative activities for the Union Gap Tourism Promotion Area (UGTPA). These services include, but are not limited to: posting notices of meetings according to City guidelines and requirements; ensuring that the Open Public Meetings Act is followed for all UGTPA meetings conducting before the Union Gap Lodging Tax Advisory Committee; maintaining minutes of all meetings, maintaining all records pertaining to the operation of the UGTPA, which will be given to the City upon request; processing requests for reimbursement from all entities awarded UGTPA funds from the City Council in a manner consistent with the City requirements; complying with all laws and regulations affecting the UGTPA funds; and all other activities necessary for the Union Gap Lodging Tax Advisory Committee to operate as an advisory board to the City relating to the UGTPA;

- ii. Shall prepare a Business Plan and Annual Budget detailing the recommended use of UGTPA funding to be reviewed and approved by the Union Gap Lodging Tax Advisory Committee and to be submitted to the City Council on or before October 1, of each year. The annual budget presented to the Council shall consist of a list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such lodging businesses and include an auditable budget statement detailing all proposed UGTPA activities, programs, expenditures and revenues recommended by the Union Gap Lodging Tax Advisory Committee to be funded from UGTPA Special Assessments and fund balances during the ensuing fiscal year.
    - iii. Comply with all applicable provisions of Law, including RCW 35.101 et. seq. and with all City resolutions and ordinances as well as all laws and regulations lawfully imposed by the state auditor or other state agencies.
6. 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.
7. 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.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Default. If the Contractor defaults by failing to perform any of the obligations of the Agreement, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. 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. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination provision herein.

10. Termination. The City may terminate the contract whenever the City determines, in its sole discretion, that such termination is in the interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Yakima. This Agreement shall be governed by the law of the State of Washington.

13. Ownership of Items Produced. All writings, programs, data, public records or other materials prepared by the Contractor in connection with the performance of this Agreement shall be the sole and absolute property of the City.

14. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

15. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

AGREED TO THIS 28<sup>th</sup> DAY OF NOVEMBER, 2011.

CITY OF UNION GAP

CONTRACTOR

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

\_\_\_\_\_  
Scott Steinloski

ATTEST:

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

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. 970**

**A RESOLUTION** authorizing the Mayor to sign a Tourism Promotion Area Management Agreement with Scott Steinloski.

**WHEREAS**, the City of Union Gap created pursuant to RCW 35.101 the Union Gap Tourism Promotion Area (UGTPA);

**WHEREAS**, RCW 35.101 permits the City to impose a Tourism Promotion Area Assessment on lodging businesses to fund the promotion of tourism and convention business within the UGTPA;

**WHEREAS**, by ordinance the Union Gap Lodging Tax Advisory Committee has been designated as the UGTPA Committee;

**WHEREAS**, Scott Steinloski, the City's current Tourism Director, has worked to focus efforts to promote convention and tourist activities to Union Gap; and

**WHEREAS**, Scott Steinloski is willing to administer the activities and programs of the UGTPA and to prepare the UGTPA annual Budget in accordance with the terms and conditions of a Management Agreement; and

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

The Mayor is authorized to sign a Tourism Promotion Area Management 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