



**Council Chambers, 865 SE Barrington Drive  
NOTICE OF SPECIAL WORKSHOP MEETING**

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NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Special Workshop Meeting on Wednesday, September 28, 2016 at 3:00 PM to discuss the following agenda items. This meeting will be held in the Council Chambers, 865 SE Barrington Drive .

DATED this September 23, 2016

Nicole Tesch, Deputy City Clerk

The City Council may meet informally in workshop sessions (open to the public) to do concentrated strategic planning, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. Council shall make no disposition of any item at a workshop meeting. Public comment is not normally allowed at workshop meetings, although Council may allow, or request participation.

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**SPECIAL WORKSHOP MEETING  
CITY COUNCIL AGENDA**

**September 28, 2016**

**3:00 PM**

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*NOTE THAT ACTION WILL ONLY BE TAKEN ON ITEMS IN THE ACTIONABLE ITEMS SECTION*

**Introduction of New Employees**

**Actionable Items**

1. Contract Award for 2017 Whidbey Island Marathon Race Director with Orswell Events, LLC.

**Departmental Briefings**

2. Budget Presentation- Police Department
3. Budget Presentation- Fire Department
4. Budget Presentation- Parks Department



# Workshop Item

## Pending Agenda Items

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**Item 1.**  
**Contract Award for 2017 Whidbey Island Marathon Race Director with Orswell Events, LLC.**

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**Douglas Merriman, City Administrator**

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## Attachments

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Attachment A: [Orswell Professional Services Agreement - Whidbey Island Marathon](#)

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**PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF OAK  
HARBOR AND ORSWELL EVENTS FOR CONSULTANT AND  
MANAGEMENT SERVICES FOR THE 2017 WHIDBEY ISLAND  
MARATHON**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Orswell Events, LLC., a Washington Limited Liability Corporation (“Consultant”).

WHEREAS, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Consultant represents that the Consultant is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with managerial consultant services regarding the production and operational running of the 2017 Whidbey Island Marathon as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence upon ratification and signing of both parties and shall terminate at midnight, May 31, 2017. No later than April 30 of each year beginning in 2017, the parties may extend the term of this Agreement by written mutual agreement up to two one-year extensions.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNIFICATION/HOLD HARMLESS.** Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 Agreement.

III.7 **INSURANCE.**

- a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.
- b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:
  1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to the Consultant's profession.
- d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  3. Professional Liability insurance shall be written with the limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Consultant before commencement of the work.
- h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such

limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.
- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE CITY

### IV.1 PAYMENTS.

- a. The Consultant shall be paid a base fee by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the base fee compensation paid to Consultant under this Agreement exceed Forty One Thousand Five Hundred Dollars (\$41,500.00) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. In addition to the base fee referred to in paragraph a. above, the Consultant shall receive an incentive bonus equal to 30% of cash or cash-equivalent sponsorship revenues obtained by the Consultant and actually received by the City. The Consultant shall receive an additional incentive bonus equal to 10% of the fair market value of non-cash in-kind sponsorship contributions obtained by the Consultant and actually received by the City. Grant proceeds received by the City from the Island County Lodging Tax Program, the City of Oak Harbor Lodging Tax Program, or other funding sources obtained by the City are not eligible for this incentive bonus.
- c. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- d. Payment of the base fee under this Agreement for serving as Race Director for the 2017 Whidbey Island Marathon race year will be as follows: (1) CITY will pay the Consultant one payment of \$1,000.00 at the time both parties sign this agreement.; and (2) CITY will pay the Consultant \$5,062.50 monthly on or before the last day of each month beginning in October, 2016 and ending in May, 2017.
- e. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- f. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.
- g. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the City.

h. No payment shall be made for any service rendered by the Consultant except for services identified and set forth in this Agreement.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

City Administrator  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Notices to the Consultant shall be sent to the following address:

Jeff Orswell  
Orswell Events, LLC.  
11112 117th Pl NE  
Kirkland, WA 98033

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties 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.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF OAK HARBOR

ORSWELL EVENTS, LLC.

By \_\_\_\_\_  
Robert Severns, Mayor

By \_\_\_\_\_

\_\_\_\_\_  
Name and title

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
SCOPE OF WORK**

Orswell Events, LLC will provide the following to the Whidbey Island Marathon in support of the 2017 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Family Fun Run event taking place on Sunday, April 23, 2017:

**EVENT MANAGEMENT, PLANNING & PRODUCTION SERVICES**

Race Director shall provide general coordination between all Whidbey Island Marathon 2017

("Marathon") related parties and individuals to assure proper communication, task completion and contract provision adherence for race event preparation and performance. Potential parties and individuals may include but are not limited to the City of Oak Harbor Departments (Administration, Mayor, Police, Fire and Public Works), Oak Harbor Chamber of Commerce, WSDOT, local media, expo exhibitors, race sponsors, race volunteers, the Oak Harbor School District, Whidbey SeaTac Shuttle, and Coupeville School District No. 204. The above listing is not to be considered exclusive. The Race Director will be responsible for organizing and chairing task meetings with the City, Race Director, and other interested parties. Specific elements of the event management, planning and production services will include:

1. Overall management of all areas necessary to guarantee the successful planning and execution of the event
2. Provide regular weekly updates to City of Oak Harbor contacts in regard to registration and sponsorship sales progress, planning and promotion elements completed, challenges being faced, etc.
3. Availability to meet with City of Oak Harbor contacts whenever requested
4. Coordination with appropriate City of Oak Harbor contacts on specific areas of event
5. Procurement and acquisition of goods and services will be in compliance with City of Oak Harbor purchasing policy requirements as well as those required of a municipal corporation in Washington State under RCW.
6. Receive and respond to inquiry/customer service e-mails submitted through event website
7. Identification of all volunteer needs for the event and creation of overall volunteer plan, procurement, and training of all required volunteers needed to ensure the successful execution of the event
8. Coordination with the City of Oak Harbor, WSDOT, Washington State Parks, Island County and all other appropriate agencies and departments on all required permitting\*
  - a. *Orswell Events responsible for completing and submitting all required permit applications. City of Oak Harbor responsible for payment of all permit application and permit fees.*
9. Coordination with City of Oak Harbor, Public Works, Parks & Recreation, Police and Fire Departments and on detailed use of City of Oak Harbor roadways, parks and other facilities
10. Coordinate with City regarding parking, security, trash pick-up, recycling, shuttle information, medal distribution, event photographer, banners, balloons, and award ceremony.
11. Creation of event week load-in/delivery/set-up, event weekend and break-down/load-out timelines and contact information plans
12. Creation of event start/finish area and Expo layouts

13. Engage and coordinate with key contracted vendors including, but not limited to chip timing/electronic results provider, stage/sound/truss provider, rental equipment providers, race announcer/emcee, race photography company, etc.
14. Procure and manage required on-site and on-course EMT/Medical Services support
15. Complete and submit USATF sanction application and supporting paperwork
16. Design and order 2017 event participant bibs and safety pins and facilitate shipment to chip timing/electronic results provider
17. Creation, procurement and management of 2017 event participant shirts
18. Creation, procurement and management of 2017 event finisher medals
19. Creation, procurement and management of 2017 event overall finisher and age division awards
20. Update and place event rental equipment orders (portable restrooms, tents, tables, chairs, stanchions, generators, pallet jack, etc.) with event rental equipment providers
21. Book and coordinate with private security services provider for required overnight security
22. Procurement and management of all receptacles, personnel and supplies needed to manage waste/recycling in the event's Start/Finish area
23. Creation/drafting of 'sponsor script' to be read by public address announcer on-site on event weekend
24. Coordinate with the race and city agencies on all required including:
  - a. Implementation of traffic control plan including:
    - i. ▪ Coordination with National Barricade Company on order quantity of necessary equipment including: cones, delineators, barricade fencing, traffic control signs, no-park signs, etc.
    - ii. ▪ Placement and collection of all cones along all race courses (full marathon, ½ marathon, 10K, 5K, 1K)
25. Placement and collection after the races of all traffic control diamond signs along courses. Signs to be pre-staged backwards.
26. City of Oak Harbor to turn all diamond signs 15 minutes prior to start of race. Orswell Events to collect all signage after races.
27. City of Oak Harbor responsible for placement of all HWY 20 diamond traffic control signage. Orswell Events to collect after race participants pass through on race day
28. National Barricade responsible for placement and collection of ALL "No-Park" signs along route including HWY 20 & throughout Oak Harbor
  - a. Placement of on-course signage (including mile markers) and collection of equipment behind last participant

- b. Location identification and placement of on-course portable restrooms in coordination with vendor
- 29. Management of event start and finish lines including Marathon/Half Marathon, 10K, 5K & 1K races.
- 30. Including setup and management of event vendors (timing, restrooms, S/F scaffold, etc.) and finish chute
  - a. Orswell Events staff to be onsite at marathon start line to work with event vendors and city employees to ensure proper setup and coordination of marathon start
- 31. Orswell Events to work with event vendors to ensure proper ordering of all on course equipment including: National Barricade, Event Tent/Table/Chair Rentals, On-Course Restrooms, start/finish line entertainment, etc.
- 32. Coordination to identify all necessary equipment for on-course water stations including list of required items at each location prior to race date.
- 33. Delivery and collection of all required on-course water station equipment and supplies
  - a. Orswell Events to deliver all equipment and supplies and collect after last participant on race day
  - b. Orswell Events responsible for load/unload of all on-course event deliver trucks with City of Oak Harbor employees loading palletized equipment as necessary
  - c. Orswell Events to work with event on proper order of all necessary equipment trucks
- 34. City of Oak Harbor responsible for pickup & drop off of all event equipment trucks

**EVENT REGISTRATION PROGRAM**

Race Director shall provide consultation and coordination for the event registration program to include the following:

- 1. Consultation on event registration cutoff dates, pricing/fees for race participation
- 2. Coordination with online registration service provider and management of online registration process
- 3. Creation of mail-in and on-site registration forms
- 4. Input of mail-in registration forms into online registration website
- 5. Management of packet pick-up and ‘last gasp’ registration at Expo and event day packet pick-up and on-site event registration

**PRE-RACE EXPO & PACKET PICKUP**

Race Director shall coordinate with the City and an Expo site provider to organize and conduct the Marathon Expo. Such tasks shall include securing the expo site, assistance with set up and vendor booth layout coordination, the rental of all necessary equipment, coordination between

expo vendors, coordinating expo volunteers and coordinating the preparation and disbursement of "goody bags". Race Director shall work with City to ensure a well-organized packet pickup for the participants and volunteers. Those specific tasks for Expo coordination are as follows:

1. Overall management of Pre-Race Expo and Packet Pickup
2. Selected expo site and create a strategic expo layout and physical setup that best suits the goals and size of the 2017 Whidbey Island Marathon event.
3. Recruit and secure an adequate volume of Expo exhibitors to support the goals and size of the 2017 Whidbey Island Marathon event.
4. Provide all the exhibitor contract documents needed for the securing of the exhibitors.
5. Orswell Events Staff onsite at event expo to:
  - a. Set up equipment within expo including all vendor tables and packet pickup tables
  - b. Assist vendors and sponsors with load-in/load-out to their proper locations
  - c. Manage 'last gasp' registration and volunteers handling packet pickup and disseminate aid as needed for providing troubleshooting and general race information.
  - d. Arrange music and environment to be exciting and motivating for participants.
6. Provide best efforts to contact "running industry" exhibitors to inform of and invite to participate in race expo
7. Ensure all volunteers complete and submit City volunteer agreement forms.
8. The management of the clean-up of the Expo site ensuring that the Expo site is returned to its original condition.
9. The management of all the on-site activities during the hours of operation for the Expo. This includes the management of any onsite volunteers, the coordination with any onsite exhibitors or sponsors, the coordination with the facility where the Expo takes place and all the registration and packet pickup activities.
10. The creation and management of the Expo schedule, including any onsite guest speakers, or special exhibitor giveaways.

### **EVENT MARKETING & PROMOTION SUPPORT**

Race Director shall develop an overall marketing, promotion, and distribution plan to ensure continued race participation levels for the 2017 Whidbey Island Marathon. This plan can include the preparation of print ads, posters, rack cards, electronic and social media, awards, maps, banners, stuffers, campaigns, brochures and entry forms. Race Director shall consult with the City regarding public announcements, news releases and Internet advertising. Race Director will execute any and all promotional programs as agreed upon with the City. Those specific tasks

for coordination of promotion and marketing tasks are as follows:

1. Provide any marketing-focused coordination required with the City of Oak Harbor and any other race partners or sponsors to ensure that a clean and consistent marketing message gets communicated to the targeted demographic of the 2017 Whidbey Island Marathon.
2. Creation of a 2017 event marketing plan and timeline including strategic coordination of event website updates, Facebook campaigns, HTML e-mail blasts, event registration fee increases, print advertisements, radio advertisements (if applicable), online banner and tile advertisements, etc.
3. Coordination with contracted graphic design/layout artist on creation and production of all printed collateral and advertisements (promotional rack card, brochure, poster, half and full page print ads, etc.). Orswell Events to provide copy, images, logos and other content to be used in printed collateral and advertisements\*
  - a. *\*Whidbey Island Marathon responsible for cost of printing of collateral*
4. Management and staffing of promotional booth at Orswell Events produced in months prior to Whidbey Island Marathon.
5. Distribution of promotional collateral to running stores, gyms, community centers, Boys & Girls Clubs, Y locations and other appropriate outlets
6. Identification and negotiation of cross-promotional opportunities with partner events including promotional collateral distribution, participant database trading, on-site promotional booth opportunities, etc.
7. Assist with the development of display materials for the Whidbey Island Marathon booth for the Seattle Marathon Expo and other marathon expos as requested by and subject to approval by the City.

#### **EVENT WEBSITE, ELECTRONIC MARKETING & SOCIAL MEDIA**

1. Orswell Events responsible for year-round management of event website including updating sponsor logos and event FAQ, changes to the site at the closure of online registration, changes to the site on event day, etc.
2. Management/maintenance of event's social media program including scheduled strategic Facebook and Twitter campaigns. Including content and postings
3. Creation and dissemination of 6+ promotional HTML e-mails to Orswell Events owned database of 45,000+ participant e-mail addresses during key pre-event periods (price increase, event week, shirt unveil, etc.)
4. Coordination with contracted graphic design artist on creation of animated .gif electronic banner and/or tile advertisements
5. Submission of event promotional information to online calendar listings and running event calendars

6. Creation of electronic promotional PDF flyer to be distributed to running clubs in Western Washington
7. Race Director shall work with the City website administrator to assure consistency and accuracy of marketing and promotion themes.

### **EVENT SPONSORSHIP PROGRAM**

Race Director shall make all reasonable efforts to secure relevant cash sponsors for the 2017 Whidbey Island Marathon event. The minimum direct cash sponsorship goal for each year is \$10,000. Race Director agrees to work closely with the City of Oak Harbor to recommend, coordinate and complete the necessary steps to ensure that the sponsor focused efforts are strategically done and not duplicated. Race Director will leverage the working relationship it has with past sponsors to invite them to become sponsors of the 2017 Whidbey Island Marathon event. Elements of the event sponsorship program include:

1. Overall management of 2017 event sponsorship sales campaign
2. Creation of 2017 event sponsorship program overview including inventory overview, benefit breakdown, timeline, etc.
3. Initiate contact with previous year's corporate sponsors and vendors in an effort to re-engage them as sponsors of 2017 race
4. Best effort to engage in-kind sponsors utilizing Orswell Events relationships with sampling companies
5. Create 2017 three-tiered general event sponsorship opportunities proposal/overview
6. Create all proposals for new sponsorship sales pitches
7. Create agreements for all sponsorship commitments
8. Coordinate with City of Oak Harbor finance representative on generating and sending sponsorship fee invoices
9. Manage sponsorship overview tracking spreadsheet ensuring compliance with all benefit commitments
10. Procure good sponsor logos/artwork and maintain logo bank to be used on all 2017 marketing applications
11. Create event weekend timeline, driving directions, parking information and instructions packet and send to sponsors two weeks prior to event weekend
12. Procure banners from event sponsors to be hung on-site in event start/finish area

### **EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT**

Race Director shall provide coordination with the City to assure all race course tasks are in place and covered as well as conducting direct and specific race course tasks. Race Director shall provide coordination with the City to assure all Start/Finish Event tasks are in place and covered

as well as conducting direct and specific Start/Finish Event tasks. Those specific tasks for Start/Finish Event coordination are as follows:

1. Management of event pre-race packet pick-up event on day prior to event day
2. Coordinate transportation of event participant shirts, packets and registration materials from pre-race packet pick-up location to event start/finish area on event day
3. On-site event direction and management by Orswell Events Event Director
4. An Orswell Events event production crew of 8-10 crew members, including overall event lead to ensure all necessary areas of course are set
5. On-site event course operations direction and management by Orswell Events Event Director
6. Procure, set and pull all tents, tables, chairs, generators, stage, public address system, portable restrooms, fencing, truss, inflatables, windblades and other Start/Finish area equipment and elements
7. Procure, set and pull all required traffic control/street closure rental equipment and signage
8. Management of the placement and collection of all directional signage on route and in event Start/Finish area, including Start/Finish banner, mile markers, etc.
9. Procure, set and manage all elements of on-course water stations, including trash bins, tables, cups and water
10. Procure, set and manage all elements of on-course first aid stations
11. Procure, organize and coordinate awards ceremony, entertainment, food and activity tents, vendor set-up, sponsor promotions, all volunteer tasks to staff the start and finish events and an adequate number of porta-potties strategically placed and adequately stocked with associated supplies.
12. Assist the City with the coordination of providing sound systems as needed, decorative amenities, refreshments as prescribed, and banners at the starts and finishes.
13. Assist the City with the coordination of safe and efficient passenger shuttle service for marathon and other participants, as needed.
14. Recruit and coordinate ham radio operators and motorcycle volunteers for the race course, as needed.
15. Recruit, train, and coordinate all necessary volunteer assistance and training of water/aid stations.
16. Recruit and coordinate all necessary volunteer assistance and training of course monitors and certified flaggers.
17. Recruit and coordinate necessary law enforcement assistance.
18. Coordinate and organize the gear check at the race starts and finish.
19. Management of successful event day parking operations

20. Procure and manage on-site race announcer
21. On-site management of volunteers needed to assist with parking, course monitoring, Start/Finish line operations, food and water distribution, etc.
22. Clean-up of event Start/Finish area and entire route
23. 1 (one) free-standing 20' span elevated truss structure
24. 5 (five) aluminum frame 'pop-up' 10'x10' canopies
25. 1 (one) 2,000 watt inverted 'run silent' generator
26. Registration banners and coroplast signage
27. Directional coroplast route signage
28. Event parking coroplast signage
29. 16' box truck with lift gate to be used to transport/deliver all necessary event equipment and supplies
30. 8 - 3'x4' freestanding A-frame signs to be used for mile marker and directional signage
31. 8 - 20' tall vertical windblade flags and telescoping poles – (Blue, Green, Red, Yellow)
32. Bullhorns, airhorns for starts, zip ties, duct tape, pennant flagging, orange safety vests for course marshals, extension cords, nylon line, cutters, fire extinguishers, clipboards and other necessary event production supplies and equipment
33. Communication of final participant data to race photography company
34. Liaison between chip timing/results service provider and event to ensure successful posting of links to results and on event website following event

## **FINANCIAL**

1. Orswell Components
  - a. Orswell Events, LLC will provide the above outlined services and support of the 2017 Whidbey Island Marathon for a performance fee of \$41,500.
  - b. Orswell Events, LLC will receive **30%** of total cash sponsorship and booth fees monies collected. Cash sponsorship does not include the City of Oak Harbor applications for County and City lodging Tax (2%) funding applications
2. City of Oak Harbor Components
  - a. Whidbey Island Marathon will be responsible for the cost of hotel rooms needed for Orswell Events Staff. Exact hotel room needs to be determined and agreed upon with the City at a later date.
  - b. Whidbey Island Marathon will also be responsible for all fuel needed for rental trucks during event and will reimburse Orswell Events for any additional spending to fuel trucks during event. It is expected that Orswell Events will first attempt to refuel trucks at the City of Oak Harbor Public Works fuel pumps. In the

event that option is not available, Orswell Events will be reimbursed upon providing an itemized receipt for the fuel purchase.

- c. Orswell Events would require a non-refundable deposit of \$1,000 to be paid to Orswell Events upon signing of an agreement between the City of Oak Harbor and Orswell Events in order to secure the services of Orswell Events.

**OTHER**

The Whidbey Island Marathon organization will be responsible for the following in addition to the above listed performance fee:

1. All permit fees, usage fees, rental equipment fees, production/service/delivery/shipping fees, insurance premiums, postage fees, donations to volunteer groups, costs of food, water, banners, signs, participant shirts, participant bibs, awards and other production supplies, required hotel rooms, fuel, advertising expenses and all other expenses associated with the production of the event will remain the responsibility of the Whidbey Island Marathon organization.
2. Whidbey Island Marathon will be responsible for reimbursing Orswell Events (upon receipt of an itemized invoice) for the cost of any additional equipment/services that Orswell Events is authorized, in advance, by the Whidbey Island Marathon organization to procure for the event.
3. Whidbey Island Marathon will provide the financial support for all necessary/required traffic control equipment and vehicles (box or stake bed trucks) on event day.
4. City of Oak Harbor will provide to Orswell Events, LLC proof of insurance coverage.