

## TOURISM PROMOTIONS AGREEMENT

Between the City of Cle Elum  
and  
The Kittitas County Chamber of Commerce

This Agreement is made and entered into this 11th day of November, 2017, by and between the Kittitas County Chamber of Commerce, hereinafter "Chamber," and the City of Cle Elum, a municipal corporation, hereinafter "City."

WITNESS THAT:

WHEREAS, the City and the Chamber seek to cooperate in the provision of tourism development services for the community; and

WHEREAS, the Chamber is qualified and willing to continue providing such services to the City;

NOW THEREFORE, for and in consideration of the mutual covenants and promises of the parties hereinafter set forth, it is agreed as follows:

A. Chamber's Obligations. The Chamber agrees to provide the following services and engage in the following activities in support of the Cle Elum tourism development effort:

1. Establish, operate and maintain a Visitor Information Center for the purpose of greeting visitors, displaying promotional brochures, offering assistance, and answering requests for tourism and visitor information. Hours of operation will be Monday - Friday from 10 a.m. to 4 p.m., and Saturdays between the hours of 10 a.m. and 4 p.m.
2. Ensure that Chamber personnel and volunteers receive regular visitor information training.
3. Distribute Cle Elum tourism information and literature in Cle Elum and in other markets. Maintain stock and periodically review the effectiveness of Cle Elum racks and rack locations.
4. Develop and maintain a separate web site devoted entirely to Cle Elum tourism.
5. Develop and implement external public relations throughout City attractions, facilities, and events.
6. Submit monthly reports to the City about services completed and the state and effectiveness of tourism promotion efforts. As requested, but at least twice during the year, present such reports in person to the City Council.
7. Submit a monthly accounting of expenses incurred for reimbursement.
8. Obtain, analyze and apply data related to tourism-related activities in such a manner as to aid the review of the effectiveness of Cle Elum tourism development efforts.

**B. City's Obligations.** The City agrees to provide the following services and engage in the following activities in support of the Cle Elum tourism development effort:

1. Assign a member of the City staff to serve as liaison and contact with Chamber representatives in support of the implementation of this agreement.
2. Make payment from the City's Lodging Tax Fund to the Chamber for the provision of its services based upon the budget included in 'Exhibit A – Tourism Services Budget' which is made a part of this agreement. Payments for those budget items shown in 'Exhibit A - Tourism Services Budget' for Visitor Information Services shall be made on a monthly basis. Payment for the services and products covered by this agreement shall be on a reimbursable basis to the Chamber for costs incurred. Budget lines in "Exhibit A – Tourism Services Budget" are approximate. However, payments made by the City to the Chamber under this agreement shall in no event exceed the total amount shown on the budget in 'Exhibit A - Tourism Promotions Budget' of \$106,000 without the prior written agreement of the parties.

**C. Additional Obligations.** The parties further agree as follows:

1. The City, and any agents and employees of the City, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Chamber. Likewise, it is agreed that the Chamber, and any agents and employees of the Chamber, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
2. This agreement is not assignable by either party in whole or in part without mutual written agreement of the parties.
3. All of the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated in this agreement shall be binding on any of the parties.
5. Both parties agree that in fulfilling the terms and conditions of this agreement that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory or mental handicap.
6. This agreement is a contract for services. The Chamber remains a private nonprofit association of business and professional people, and the Chamber's acceptance of this contract does not result in Chamber membership, or convey the benefits of Chamber membership, to non-members.
7. The Chamber's membership directory, web page, displays and other Chamber referral services remain the property of the Chamber and its members, and listing is at the discretion of the Chamber.
8. The term of this contract shall be for one (1) year, from January 1, 2018 through December 31, 2018.
9. Either party may terminate this agreement after giving ninety (90) days written notice of its intent to terminate.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties on the day and year first above written.

KITTITAS COUNTY CHAMBER OF COMMERCE

CITY OF CLE ELUM

By: \_\_\_\_\_

Jim Armstrong  
C.E.O.

By:  \_\_\_\_\_

Jay McGowan  
Mayor

**Exhibit A**  
**Tourism Promotions Budget 2018**  
**Kittitas County Chamber of Commerce/City of Cle Elum**

Work Item	Unit	Cost	2018 Extension	Projected Numbers	Percentage of Budget
<b>VISITOR INFORMATION CENTER</b>					
Visitor Center space (rent/maintenance)	month	750	\$ 9,000	3,605	19.5%
Office expenses (phone, postage, copier, ofc sppls)	lump sum	7,000	\$ 7,000		15.2%
Operations staffing	lump sum	29,000	\$ 29,000		62.8%
Supervision & Administration	lump sum	1,200	\$ 1,200		2.6%
<b>Total Visitor Information Center</b>			<b>\$ 46,200</b>		
<b>WEBSITE MAINTENANCE</b>					
Website host	lump sum	500	\$ 500	60210 PG VIEWS	0.9%
Subcontracts to update site/content	lump sum	3,000	\$ 3,000		5.4%
<b>Total Website</b>			<b>\$ 3,500</b>		
<b>COLLATERAL MATERIALS</b>					
Town Guide	Contract cost	3,500	\$ 3,500	7725 COPIES	6.3%
Photo Contest/Brochures	Contract cost	2,800	\$ 2,800		5.0%
Travel, Lodging, Mileage, Conference Fees	Lump sum	4,000	\$ 4,000		7.1%
Banners, signage	Lump sum	2,000	\$ 2,000		3.6%
<b>Total Collateral Materials</b>			<b>\$ 12,300</b>		
<b>MARKETING &amp; ADVERTISING</b>					
On-line advertising	Contract cost	23,000	\$ 23,000	2,274,470 REACH	41.1%
Television (cable/broadcast adv)	Contract cost	14,200	\$ 14,200	1504 SPOTS	25.4%
Print advertising	Contract cost	3,000	\$ 6,800		12.1%
<b>Total Marketing &amp; Advertising</b>			<b>\$ 44,000</b>		
<b>Total Advertising</b>			<b>\$ 59,800</b>		
			<b>TOTAL CONTRACT</b>	<b>106,000</b>	