

**VISITOR & COMMUNITY INFORMATION CENTER  
SERVICES AGREEMENT  
City of Cle Elum and Cle Elum/Roslyn Chamber of Commerce**

This Agreement is entered into this 27 day of November, 2007, by and between the City of Cle Elum, Washington, a Municipal Corporation of the State of Washington, hereinafter referred to as "City," and the Cle Elum/Roslyn Chamber of Commerce, hereinafter referred to as "Contractor".

WHEREAS, having an agreement with the Contractor for the operation of the visitor information center, information phone line and marketing services is an effective way for the City to obtain important tourism services; and

WHEREAS, the City utilizes an independent contractor for the performance of tourism services; and

WHEREAS, the Contractor is qualified and willing to provide such services to the City; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. Compensation and Method of Payment. The Contractor shall be paid \$1,500.00 per month payable within 20 days from submittal of the billing by the Contractor.
3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2008, and ending December 31, 2008 unless sooner terminated under the provisions hereinafter specified.
4. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA,

FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

5. Insurance. The Contractor shall maintain at least the following minimum policy of insurance coverage, covering all activity under this Agreement and as to which the City shall be named as an additional insured. An insurance certificate showing the coverage required under this paragraph shall be submitted to the City.

- Commercial General Liability Insurance in the amount of \$1,000,000

6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

7. Audits and Inspections. The records, documents, and work with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor's financial statement and condition and to receive a copy of the results of any such audit or other examination performed by or on behalf of the Contractor.

8. Termination. This Agreement may at any time be terminated with cause by either party upon thirty (30) days written notice, if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination. The notice shall specifically identify the grounds for termination and the defaulting party shall have 30 days to cure the default and if after 30 days the default has not been cured to the satisfaction of the initiating party the contract shall terminate. This agreement may at any time be terminated without cause upon ninety (90) days with notice to the other party.

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

10. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this

Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement,

12. Notices. Notices to the City of Cle Elum shall be sent to the following address:

City Administrator  
Attn. Gregg Hall  
City of Cle Elum  
119 W. 1<sup>st</sup> Street  
Cle Elum, WA 98922  
Phone number: 509-674-2262

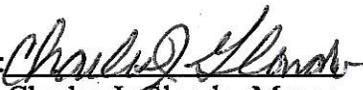
Notices to the Contractor shall be sent to the following address:

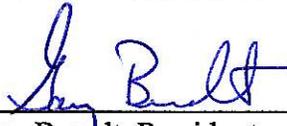
Cle Elum/Roslyn Chamber of Commerce  
Attn. Judy Tokarsyck  
PO Box 43  
Cle Elum, WA 98922

13. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF CLE ELUM, WA

CLE ELUM/ROSLYN CHAMBER OF COMMERCE

By:   
Charles J. Glondo, Mayor

By:   
Gary Berndt, President

Attest/Authenticated:

  
\_\_\_\_\_  
Toni Fields, City Clerk

Approved As To Form:

  
\_\_\_\_\_  
Philip A. Lamb, City Attorney

**EXHIBIT "A"**

**SCOPE AND SCHEDULE OF WORK**

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following:

1. The Contractor will operate a visitor information center for the purpose of responding to telephone and visitor inquiries seeking information regarding but not limited to, the following:

Lodging	Restaurants	Real Estate	Weather
Demographics	Directions	Various businesses and services	
Schools	Other Communities	Forest Service and other agencies	
Land Development		City, County, and State Offices	
Relocation Information		Recreational Opportunities	

2. Hours of Operation: The Contractor shall be open to serve the public on the following days and hours.

April through September:	Monday – Saturday	9:00 AM – 1:00 PM 2:00 PM – 4:00 PM
	Sunday	1:00 PM – 4:00 PM

October through March:	Monday – Friday	9:00 AM – 1:00 PM 2:00 PM – 4:00 PM
------------------------	-----------------	--

3. The Contractor is also providing a Cle Elum/Roslyn Chamber of Commerce website and will continue to maintain and keep it updated, which will offer the public an alternate access to obtaining local information.
4. With submission of the monthly bill the Contractor shall submit a report indicating the number of days and hours that the visitor center was open, the number of information related phone calls taken from outside the Upper Kittitas County, the number of visitors to the center from outside the Upper Kittitas County, the number of information packets mailed and given out and the approximate number of brochures distributed for the previous month.