

**CITY OF ELLENSBURG**  
**AGENDA**  
**Council Conference Room**  
**Wednesday, September 2, 2020**  
**2:00 PM - Lodging Tax Advisory Committee**

**1. CALL TO ORDER**

**2. APPROVAL OF MINUTES**

- 2.A August 5, 2020 Minutes  
[LTAC Minutes 8-5-20.docx](#)

**3. CORRESPONDENCE AND PUBLIC COMMENT** Guidelines for Public Comment Period / Audience Comments:

Purpose:

Allow the public to address the Lodging Tax committee on subjects that are not on the regular Agenda at this particular meeting. Comments must concern the City's business or a matter over which the committee has control.

Procedure for Public Participation:

- When recognized, please state your name, and the subject to be discussed.
- Each speaker's comments are to be limited to 5 minutes.
- Submit written comments to the Recording Secretary.
- Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.

Please note: The Lodging Tax committee will not take action at the meeting at which a subject is first introduced during the public comment period. You may wish to concisely state your concern and request placement of your matter on a future agenda.

- 3.A Letter from City Manager to Kittitas County Chamber of Commerce  
[Letter to Chamber.pdf](#)  
[Marketing Advertising Agreement.pdf](#)  
[VIC Operations Agreement.pdf](#)

**4. UNFINISHED BUSINESS**

- 4.A Budget/Financials Review.  
[LTAC Financials.pdf](#)
- 4.B Tourism Committee Report.
- 4.C Sign Committee Report.

**5. NEW BUSINESS**

- 5.A Budget Discussion - Remainder of 2020 and Proposed 2021/2022 Budget.  
[Budget Document.pdf](#)

**6. ADJOURNMENT**

## LODGING TAX ADVISORY COMMITTEE

August 5, 2020 (2:00 p.m. to 3:09 p.m.)

Members Present: Matt Anderson, Sarah Maes, Monica Miller, Steve Townsend and Mary Morgan

Members Absent: Christine Krueger (excused).

Others Present: Laurie Gigstead, Executive Assistant, Madison Ford, Kittitas County Chamber of Commerce, and Brad Case, Parks and Recreation Director.

Chair Morgan called the meeting to order at 2:00 pm. Chair Morgan introduced and welcomed the new members Monica Miller and Steve Townsend.

1. Minutes of the June 3, 2020 meeting. Moved and seconded (Anderson/Maes) to approve minutes as written. Motion approved.
2. Correspondence and Public Comment Period. Laurie received an email from Christine requesting an excused absence due to a work conflict. Moved and seconded (Anderson/Townsend) to excuse Christine Krueger from the August 5, 2020 meeting. Motion approved.
3. Unfinished Business.
  - A. Budget/Financials Review. Reviewed and acknowledged. Discussed the decrease in revenues due to the impacts the COVID-19 pandemic and the need for an analysis on projected revenues and committed expenditures for 2020. Chair Morgan asked if the committee wanted to report to City Council the concerns on the projected decreased revenues.  
  
Moved and seconded (Anderson/Townsend) to report to the City Council that the Committee foresees total revenues for 2020 decreased by approximately fifty percent (50%) over 2019 and 2020 projections. Motion approved.  
  
Mary and Laurie will work to gather information on the obligated expenses for 2020. The committee would like to begin budget discussions for the 2021/2022 budget at the September meeting.
  - B. Tourism Committee Report. Madison presented the July data.
  - C. Sign Committee Report. Amy was unable to attend meeting – Madison reported that it is still on pause.
4. New Business.
  - A. Letter of Support for Kittitas County Small Scale Capital Grants. Brad Case, Parks and Recreation Director, summarized his request and advised that the park master plan is not completed but in all the proposed plans the drive thru structure is removed. The City has requested the maximum of \$50,000 in the grant application. Moved and seconded (Anderson/Townsend) to send a letter to the Board of County Commissioners supporting the Small Scale Capital Grant application submitted by the City. Motion approved.  
  
Other: Laurie reminded the committee of the Consolidated LTAC meeting scheduled for August 18, 2020 at 3:00 pm. The Committee discussed that there is currently still a recipient vacancy and Laurie advised that Sarah will be resigning as she has resigned from the KEEN Board and no longer eligible to serve.

Next meeting will be September 2, 2020. With no further business, the meeting was adjourned at 3:09 pm.

Respectfully submitted,  
Laurie Gigstead  
Recording Secretary

Drafted: 08/06/2020

Approved:



**CITY OF ELLENSBURG**  
501 North Anderson Street  
Ellensburg, Washington 98926  
Telephone: (509) 962-7221 Fax: (509) 962-7143

August 14, 2020

Amy McGuffin  
Kittitas County Chamber of Commerce  
609 North Main Street  
Ellensburg, WA 98926

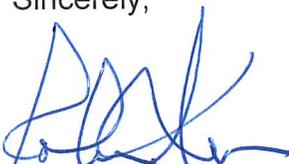
Re: Agreements for Professional Services – Marketing/Advertising Campaign and Visitor Information Center Operations 2019/2020

Dear Amy:

As you know the current agreements between the Chamber of Commerce and the City of Ellensburg expire December 31, 2020. At this time, due to the COVID 19 pandemic and the decreasing lodging tax revenues the City finds it necessary to renegotiate these contracts. This letter is the official notice of the City's intent to begin this process.

Laurie will be contacting you to set up a time to meet and begin the negotiation discussions. If you have any questions, please feel free to contact our office. Thank you.

Sincerely,



John Akers  
City Manager

c: Councilmember Morgan, LTAC Chair

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF ELLENSBURG  
AND  
KITITAS COUNTY CHAMBER OF COMMERCE**

**RELATING TO:      MARKETING/ADVERTISING CAMPAIGN**

THIS LUMP SUM AGREEMENT is made and entered into this 19<sup>th</sup> day of November, 2018 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a municipal corporation of the State of Washington, (hereinafter called the "CITY"), and Kittitas County Chamber of Commerce, a Washington non-profit organization authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

**1.      RECITALS.**

1.1.    The CITY desires to obtain professional services for work related to the operation of the marketing/advertising for tourism within the CITY.

1.2.    The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3.    CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications and professional standards.

1.4.    CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

**2.      SCOPE OF WORK.**

2.1.    The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2.    The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 12 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

**3. TIME OF PERFORMANCE – DURATION - RENEWAL.** The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable. This Agreement shall extend through December 31, 2020, and shall be renewed upon such written terms as the parties may agree for an additional four (4) year term unless either party provides written notice by no later than September 30, 2020 of the party's election not to renew the agreement. The work performed and results of marketing efforts will be evaluated by the Lodging Tax Advisory Committee ("LTAC") annually, using metrics for evaluation as listed in the attached Exhibit B. Either party may terminate this Agreement as set forth in Section 13, below.

**4. PAYMENT.** The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONTRACTOR as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Payment shall be made from the City's Lodging Tax Fund to the Chamber for the provision of its services based upon the budget included in 'Exhibit C' which is made a part of this agreement. Payments for those budget items shown on 'Exhibit C' for Administration of Marketing 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. 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 C' of this agreement.

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

## **5. MAXIMUM COMPENSATION.**

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$346,680.00 in 2019 and \$336,885 in 2020. This amount is the maximum amount to be paid each year under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit C. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

## **6. RELATIONSHIP OF PARTIES.**

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

**7. OWNERSHIP OF DOCUMENTS.** Upon completion of the work, all documents, exhibits, photographic negatives, or other presentations of the work shall become the property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

**8. NONDISCRIMINATION.** The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

8.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

8.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

**9. SUBCONTRACTING.**

9.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

9.2. In all solicitation either by competitive bidding, RFP process, or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials, equipment, website maintenance or marketing services, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements. The CONSULTANT shall solicit competitively for services or subcontracts that are in excess of (\$15,000) dollars.

9.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

**10. SUPERVISION, INSPECTION AND PERFORMANCE.**

10.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

10.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

10.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

**11. CHANGES IN WORK.** Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

**12. EXTRA WORK.** The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

**13. TERMINATION.**

13.1. The CITY may terminate this Agreement at any time, for the convenience of the CITY, upon not less than thirty (30) days written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

13.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for

default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

13.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed.

#### **14. INDEMNIFICATION/HOLD HARMLESS.**

14.1. The indemnification and defense obligations specified in this Section 14 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

14.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

14.2. In any and all claims against the CITY by any employee of

CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

## **15. INSURANCE.**

15.1. 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, employees or subcontractors.

15.2. 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.

15.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

15.3.1. 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. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

15.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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; and,

15.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

15.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

15.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

15.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

15.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

15.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

15.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

15.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

15.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

15.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

15.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.7. 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.

15.8. Cancellation. No cancellation of the foregoing coverage shall be effective without thirty (30) days prior notice to the CITY.

**16. APPLICABLE LAW/VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

**17. NOTICE.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg  
City Manager's office  
501 N. Anderson  
Ellensburg, WA 98926

Kittitas County Chamber of Commerce  
609 North Main Street  
Ellensburg, WA 98926

**18. ENTIRE AGREEMENT.** The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

**19. PRIORITY OF DOCUMENTS.** In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

**20. MODIFICATION.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

**21. ASSIGNMENT.** Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

**22. WAIVER.** A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

**23. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

**24. EXHIBITS AND SIGNATURES.** This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work  
Exhibit B – Metrics for Evaluation of Performance  
Exhibit C – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONSULTANT:**

By: Amy McGuffin

Printed Name: Amy McGuffin

Title: CEO

Tax ID#: \_\_\_\_\_

**THE CITY OF ELLENSBURG:**

By: [Signature]

Printed Name: Bowen T. L.

Title: Mayor

ATTEST: [Signature]  
Clerk

Approved as to Form:

[Signature]  
City Attorney

## EXHIBIT A SCOPE OF WORK

*The Chamber agrees to provide the following services and engage in the following activities in support of the City of Ellensburg tourism development effort:*

### *1. Hire Tourism Director*

- a. To serve as a direct report to the Lodging Tax Advisory Committee, attending monthly meetings to provide updates and reports on marketing activities and where promotions are being done.*
- b. Prepare an annual marketing plan to present to the LTAC at the beginning of each year.*
- c. Serve as liason to members of the tourism industry and event organizations.*
- d. Prepare the City's applications to the Lodging Tax Advisory Committee for funding.*
- e. Submit a monthly accounting of expenses incurred.*
- f. Obtain, analyze and apply data related to tourism-related activities in such a manner as to aid the review of the effectiveness of City of Ellensburg tourism development efforts.*
- g. Submit quarterly 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.*

### *2. Website Maintenance and Social Media*

- a. Maintain, including periodic updates as needed, a public web site that promotes City of Ellensburg tourism and provides information for visitors*
- b. Manage, maintain and update on a regular basis, social media used for tourism purposes.*
- c. Track web site traffic statistics including, but not limited to, page views, unique visitors, search terms, entry and exit pages.*

### *3. Collateral Materials*

- a. Develop promotional materials*
  - i. Brochures*
  - ii. Maps*
  - iii. Press Kits*
  - iv. Video Clips*
  - v. Photo Library*
- b. Distribute Ellensburg tourism information and literature in Ellensburg and in other markets*
- c. Maintain stock and periodically review the effectiveness of Ellensburg racks and rack locations.*

*4. Marketing and Advertising*

- a. Administer and oversee Ellensburg tourism promotion efforts to promote the City's events, attractions, facilities, and destination downtown, including
  - i. marketing campaigns,*
  - ii. advertising,*
  - iii. brochures,*
  - iv. solicitation of conventions and meetings,*
  - v. participation in trade shows, and*
  - vi. other activities agreed to by the parties from time to time.**

*5. Signage*

- a. Staff the entryway and directional signage committee when meetings of the committee are recommended by the City.*

EXHIBIT B  
METRICS FOR EVALUATION

Assessment:

Performance will be assessed by the Ellensburg Lodging Tax Advisory Committee based upon information provided by the Chamber which will include:

1. The Star Report of hotel/motel occupancy
2. Organic Search
3. Form Fills
4. Engagement Rates
5. In addition to the goal for Lodging Tax receipts to increase by five percent (5%) annually overall Ellensburg Lodging Tax revenue will be compared with previous year receipts.
6. Sales tax summary for tourism based business categories (to be supplied monthly by the City).

**EXHIBIT C  
BUDGET**

Work Item	Unit	Cost	2019 Budget	2020 Budget
<b>MARKETNG &amp; ADVERTISING</b>				
Website Maintenance	Lump Sum	\$1083.33/mo	\$13,000	\$13,000
Collateral Materials	Lump sum	\$2500/mo in 2019 \$2666.67/mo in 2020	\$30,000	\$32,000
Marketing & Advertising	Lump sum		\$154,680	\$171,353
Tourism Strategy 5 year plan/Implementation	Lump sum		\$50,000	\$20,000
Director of Tourism	Lump Sum	\$3916.67/mo in 2019 \$4166.67/mo in 2020	\$47,000	\$50,000
Contract Administration (L&I, Insurance, Acctg, Mktg Fees)	Lump Sum		\$52,000	\$50,000
		<b>Total Collateral Materials</b>	\$346,680	\$336,885
<b>TOTAL CONTRACT</b>			<b>\$346,680</b>	<b>\$336,885</b>

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF ELLENSBURG  
AND  
KITITAS COUNTY CHAMBER OF COMMERCE**

**RELATING TO: VISITOR INFORMATION CENTER OPERATIONS**

THIS LUMP SUM AGREEMENT is made and entered into this 19<sup>th</sup> day of November, 2018 ("Effective Date"), by and between THE CITY OF ELLENSBURG, municipal corporation of the State of Washington, (hereinafter called the "CITY") and Kittitas County Chamber of Commerce, a Washington non-profit organization authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

**1. RECITALS.**

1.1. The CITY desires to obtain professional services for work related to the operation of the Visitor Information Center for tourism within the CITY.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

**2. SCOPE OF WORK.**

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 12 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

**3. TIME OF PERFORMANCE – DURATION - RENEWAL.** The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable. This Agreement shall extend through December 31, 2020, and shall be renewed upon such written terms as the parties may agree for an additional four (4) year term unless either party provides written notice by no later than September 30, 2020 of the party's election not to renew the agreement. The work performed and results of marketing efforts will be evaluated by the Lodging Tax Advisory Committee ("LTAC") annually, using metrics for evaluation as listed in the attached Exhibit B. Either party may terminate this Agreement as set forth in Section 13, below.

**4. PAYMENT.** The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONTRACTOR as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Payment shall be made from the City's Lodging Tax Fund to the Chamber for the provision of its services based upon the budget included in 'Exhibit C' which is made a part of this agreement. Payments for those budget items shown on 'Exhibit C' 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. 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 C' of this agreement.

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

## **5. MAXIMUM COMPENSATION.**

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$115,000.00 each calendar year of the Agreement. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit C. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

## **6. RELATIONSHIP OF PARTIES.**

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

**7. OWNERSHIP OF DOCUMENTS.** Upon completion of the work, all documents, exhibits, photographic negatives, or other presentations of the work shall become the property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

**8. NONDISCRIMINATION.** The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

8.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

8.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

**9. SUBCONTRACTING.**

9.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

9.2. In all solicitation either by competitive bidding, RFP process, or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials, equipment, website maintenance or marketing services, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements. The CONSULTANT shall solicit competitively for services or subcontracts that are in excess of (\$15,000) dollars.

9.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

**10. SUPERVISION, INSPECTION AND PERFORMANCE.**

10.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

10.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

10.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

**11. CHANGES IN WORK.** Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

**12. EXTRA WORK.** The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

**13. TERMINATION.**

13.1. The CITY may terminate this Agreement at any time, for the convenience of the CITY, upon not less than thirty (30) days written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

13.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for

default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

13.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed.

#### **14. INDEMNIFICATION/HOLD HARMLESS.**

14.1. The indemnification and defense obligations specified in this Section 14 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

14.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

14.2. In any and all claims against the CITY by any employee of

CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

## **15. INSURANCE.**

15.1. 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, employees or subcontractors.

15.2. 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.

15.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

15.3.1. 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. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

15.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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; and,

15.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

15.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

15.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

15.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

15.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

15.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

15.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

15.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

15.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

15.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

15.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.7. 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.

15.8. Cancellation. No cancellation of the foregoing coverage shall be effective without thirty (30) days prior notice to the CITY.

**16. APPLICABLE LAW/VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

**17. NOTICE.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg  
City Manager's office  
501 N. Anderson  
Ellensburg, WA 98926

Kittitas County Chamber of Commerce  
609 North Main Street  
Ellensburg, WA 98926

**18. ENTIRE AGREEMENT.** The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

**19. PRIORITY OF DOCUMENTS.** In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

**20. MODIFICATION.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

**21. ASSIGNMENT.** Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

**22. WAIVER.** A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

**23. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

**24. EXHIBITS AND SIGNATURES.** This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work  
Exhibit B – Metrics for Evaluation of Performance  
Exhibit C – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONSULTANT:**

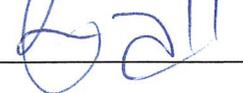
By: 

Printed Name: Amy McGuffin

Title: CEO

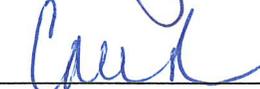
Tax ID#: \_\_\_\_\_

**THE CITY OF ELLENSBURG:**

By: 

Printed Name: Bruce Cobb

Title: Mayor

ATTEST:   
Clerk

Approved as to Form:

  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

*The Chamber agrees to provide the following services and engage in the following activities in support of the City of Ellensburg tourism development effort:*

*1. Visitor Information Center*

- a. Establish, operate and maintain a Visitor Information Center for the purpose of
  - i. greeting visitors,*
  - ii. displaying promotional brochures,*
  - iii. offering assistance, and*
  - iv. answering requests for tourism and visitor information.**
- b. Operate the Visitor Information Center Monday-Friday from 9 am to 5 pm, Saturdays between the hours of 10 am and 2 pm, and Sundays between the hours of 10 am and 4 pm during the months of June, July, August and September through Saturday of Labor Day Weekend.*
- c. Ensure that Chamber personnel and volunteers receive regular visitor information training*
- d. Maintain a year-round toll-free number for tourism information.*
- e. Operate and maintain the Downtown Visitor Information Center located at 4<sup>th</sup> and Pearl Street, which includes the items listed above and hours of operation from Friday through Sunday, 11 am to 7 pm during the months of June, July, August, September and October, and staffed during events at that location.*

EXHIBIT B  
METRICS FOR EVALUATION

Assessment:

Performance will be assessed by the Ellensburg Lodging Tax Advisory Committee based upon information provided by the Chamber which will include:

1. Track brochure counts from additional locations throughout Ellensburg
2. Organic Search
3. Form Fills/Leads Request/Information Requests
4. Engagement Rates/Log book entries in each of the locations
5. Track sales of ticketed events, recreation permits, and maps to be compared with previous years.
6. Track 800# calls into the Visitor Information Center providing date, location called from to be compared with previous years.

**EXHIBIT C  
BUDGET**

Work Item	Unit	Cost	2019 Budget	2020 Budget
<b>VISITOR INFORMATION CENTER</b>				
Visitor Center Space (rent/maint/ins/utilities)	Lump Sum	\$2000/mo	\$24,000	\$24,000
Office Expenses (phone,postage,copier,ofc)	Lump sum	\$833.33/mo	\$10,000	\$10,000
Visitor Center Staffing	Lump sum	\$5583.33/mo	\$67,000	\$67,000
Staff Training	Lump sum	\$166.67/mo	\$2,000	\$2,000
Contract Administration	Lump Sum	\$1000/mo	\$12,000	\$12,000
<b>Total Collateral Materials</b>			<b>\$115,000</b>	<b>\$115,000</b>
<b>TOTAL CONTRACT</b>			<b>\$115,000</b>	<b>\$115,000</b>

## 2020 Budget Expenditures

TENTATIVE RESERVES - END OF 2019	\$334,014.00
Projected 2020 Revenues	\$618,000.00
EOY Balance incl. projected expenditures	\$361,211.00

Fund #	Description	Appropriated	Disbursed thru 2020	Remaining
557-31-51	Event Funding	73,143	129	73,014
	KEEN 2019		129	
	Gallery One	13,320		
	Kittitas County Historical Society	8,500		
	Jazz in the Valley	8,000		
	EDA (Buskers, Dachshunds, Hoedown	2,800		
	Learn from the Masters Music Outreach	15,000		
	Ellensburg Rodeo Hall of Fame	10,000		
	Valley Musical Theater	2,100		
	Junk-Tiquen in the Burg	2,000		
	Chamber (German Fest)	8,700		
	Huffman Farms	2,723		
		73,143		
557-32-45	Visitor Information Center	170,000	31,646	138,354
Include utilities in monthly total from 557-31-47	January		4,415	
	February		4,955	
	March		8,526	
	April		4,806	
	May		3,027	
	June		5,917	
	July			
	August			
	September			
	October			
	November			
	December			
557-34-51	Website Maintenance	13,000	3,215	9,785
	January			
	February			
	March		200	
	April		1,893	
	May		590	
	June		533	
	July			
	August			
	September			
	October			
	November			
	December			
557-34-51-000-001	Collateral Materials	32,000	9,995	22,005
	January		4,302	
	February		92	
	March		76	
	April		261	
	May		107	
	June		5,156	
	July			
	August			
	September			
	October			
	November			
	December			
557-33-41	Marketing & Advertising	221,885	109,865	112,020
	January		10,026	
	February		8,934	
	March		29,774	
	April		19,108	
	May		12,217	
	June		29,807	
	July			
	August			
	September			
	October			
	November			
	December			
557-36-41-000-001	5 Year Strategic Plan	20,000		20000
557-36-41	Administration (City)	775	294	481
	Daily Record Ads		46	
	Utilities - S. Interchange Water Bill		247	
594-57-63	Signage	10,000	0	10,000
594-57-63	Capital	50,000	0	50,000
	Adjustment per Council			
	<b>Totals</b>	<b>590,803</b>	<b>155,144</b>	<b>435,659</b>



## Lodging Tax Advisory Committee Budget 2019/2020

		2019	2020	2021	2022
Revenues <i>(revenue increased by 5% each year)</i>		589,000	618,000		
Event Funding		76,570	80,340		
Visitor information Center Operations		162,000	170,000		
Website Maintenance		13,000	13,000		
Collateral Materials		30,000	32,000		
Marketing & Advertising		206,680	221,885		
Administration (city staff)		750	775		
Tourism Strategic Plan		50,000	20,000		
<b>Operating Budget Totals</b>		<b>539,000</b>	<b>538,000</b>	0	0
<b>Funding out of Reserve Fund</b>					
Signage		10,000	10,000		
Capital		400,000	50,000		
<b>Grand Total</b>		<b>949,000</b>	<b>598,000</b>	-	-
Reserve Balance		591,286	231,286		
Projected End of Year Balance		231,286	251,286		