

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
FEBRUARY 17, 2015  
7:00PM**

- A. Call to Order
  - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
    - b. Claims
    - c. Payroll
    - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
  - 1. Contracts for Tourism Dollars
  - 2. Capital Outlay for Purchase of a New Police Vehicle
  - 3. Little League Park Use Waiver Request
  - 4. Interlocal Agreement with County for Additional ROW of Crafton Rd
  - 5. Interlocal Reimbursable Agreement with Klickitat County Public Works
  - 6. Skate Park Location and Analysis-Refer to Public Works Committee
- H. Resolutions
  - 1. Special Market Condition for Purchase of Used Truck for Fire Department
- I. Ordinances
  - 1. Second Reading Marijuana Ban Ordinance
  - 2. Second Reading Mescher Re-Zone
  - 3. Second Reading for Water Rate Ordinance for Parks
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MARCH 2, 2015 AT 7:00PM.

**AGENDA TITLE: CONSENT AGENDA**

**DATE: FEBRUARY 17,2015**

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_:X'---  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_:X'---  
\_\_\_\_\_  
\_\_\_\_\_

**EXPLANATION:**

The consent agenda includes the following:  
Minutes of the February 2, 2015 regular council meeting, second pay period January checks #43474 – 43519, 900432 in the amount of \$116,401.77, February 17, 2015 claims checks #43473- 43576, 900433- 900438 in the amount of \$123,788.83.

**FISCAL IMPACT:**

Payroll checks in the amount of \$116,401.77, claims checks in the amount of \$123,788.83.

**ALTERNATIVES:**

Approve the consent agenda.  
Remove certain items from the consent agenda for further discussion.

**STAFF RECOMMENDATION:**

Approve the consent agenda

**MOTION:**

**I MOVE TO APPROVE THE CONSENT AGENDA.**

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
FEBRUARY 2, 2015  
7:00PM**

Mayor Clinton Baze called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

**ROLL CALL**

7:01:33 PM

**PRESENT:**

Mayor Clinton Baze  
Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**STAFF:**

City Administrator Larry Bellamy  
City Attorney Ken Harper  
Clerk-Treasurer Connie Byers  
Public Works Director Karl Enyeart  
Public Safety Director Rick Johnson  
Assistant Fire Chief Eric Pineda

**ABSENT:**

None

**AGENDAANDCONSENTAGENDA**

Mayor Baze asked for approval of the consent agenda and to amend the agenda to include the item G3 for a proposed lease agreement.

It was so moved by Council Member Gary Hctor, seconded by Council Member Deanna Luth

7:02:03 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

MOTION CARRIED UNANIMOUSLY 7-0.

## **PRESENTATIONS**

Amanda Hoey reported on the annual report for the Mid Columbia Economic Development District and what is planned for 2015.

## **DEPARTMENT REPORTS**

Eric reported that they have three vendors that have given us some good competition rates on a new air system.

Rick reported that there is a recall on the brush truck. We need to get or use the county civil service person to prepare a police officer hire in case someone leaves or retires.

Karl reported that we are almost ready to advertise for the sewer project and we might have it in the paper by next week. The West Columbus Neighborhood Improvement Project and Third and King will be advertised in March. April 30<sup>th</sup> we are required to submit a completed draft of the Shoreline Master Plan. Some items of the plan are optional. There are some work sessions that our consultant is recommending. There are three options: 1) Three work sessions that are 1 hr to 2 hrs each, 2) Single longer work session, 3) Staff would go through the options and prepare a preliminary draft for the council to review. Council concurred on option 2 having a meeting after a regular council meeting.

Larry reported that there are openings on a couple of Boards. We need one for the Board of Adjustment and one for the Planning Commission. The Ordinance Committee is working on language in the Council Code regarding Standing Committees, rules for keeping horses, use of ATV's on city streets and policies on reducing light pollution in our community. The Ordinance Committee will meet Monday February 9<sup>th</sup> at 7:00 pm.

## **COUNCIL BUSINESS**

### Planning Commission Recommendations – Marijuana

Larry explained that the Planning Commission recommended not to enact the proposed ordinance which would prohibit marijuana related lands uses in any zone within the City of Goldendale.

It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to reject the Planning Commission's recommendation.

7:35:59 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Gary Hocter

**NAYS:** Council Member Guy Theriault  
Council Member Andy Halm  
Council Member Deanna Luth

MOTION PASSED 5-2.

Ken Harper stated I want the Mayor and Council to understand that the effect of the vote that was just taken is to reject the Planning Commission recommendation and does not in itself enact the proposed ordinance.

It was moved by Council Member Mike Canon, seconded by Council Member Guy Theriault, to accept the existing ordinance that was presented to the Planning Commission for its first reading.

7:37:42 PM

**AYES:** Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Gary Hctor  
Council Member Guy Theriault  
**NAYS:** Council Member Andy Halm  
Council Member Deanna Luth

MOTION PASSED 5-2.

Skate Park Discussion

Karl stated that our insurance agent evaluated our skate park and her recommendation is to remove the structure. I need concurrence from the council to remove the structure. Council concurred.

Lease Agreement with the Chamber of Commerce

Larry explained the Chamber must vacate their temporary location at the pool by February 8, 2015. The Mayor felt that it would be a good idea to let them use the back office area behind City Hall. The term in the lease would be from now until the end of May in the amount of \$1.00 per month.

It was moved by Council Member Guy Theriault, seconded by Council Member Deanna Luth, to authorize the Mayor to execute a lease agreement as amended with the Greater Goldendale Area Chamber of Commerce to lease a portion of City Hall.

7:56:06 PM

**AYES:** Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:** None.  
MOTION CARRIED UNANIMOUSLY 7-0.

## **RESOLUTIONS**

### Recommendation of Shoreline Permit for 3<sup>rd</sup> and King Street Project

Larry explained that the Planning Commission had a public hearing on the Shoreline Permit and their recommendation is to approve the permit.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve Resolution No. 627 accepting the recommendation of the Goldendale Planning Commission for a shoreline permit pursuant to the Shoreline Master Plan for the 3<sup>rd</sup> and King Street Improvement Project.

7:59:15 PM

**AYES:** Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hoctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:** None.  
MOTION CARRIED UNANIMOUSLY 7-0.

## **ORDINANCES**

### First Reading Water Rate for Parks

Karl explained that when we made the changes in our water rates increase, the intent of having the increased rate schedule as of usage was to encourage conservation. Other cities have a separate code for parks. We irrigate the parks at night to accommodate for high demand. It is a permitted use to have a modified rate for city parks and I propose we change our rates for parks to \$.95 per 100 cubic foot.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to accept the parks water rates revision ordinance for its first reading.

8:03:00 PM

**AYES:** Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hoctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:** None.

MOTION CARRIED UNANIMOUSLY 7-0.

First Reading Mesecher Rezone

Len stated that he will abstain from this matter as Mesechers' are my clients.

Larry stated that it is even better if you leave the room while we discuss the matter. Len left the Council chambers. Larry explained that the Planning Commission met to consider the request by Michelle and Randy Mesecher to change the zoning for two of their lots. Their recommendation is to approve the request.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to accept the Mesecher rezone ordinance for its first reading.

8:07:03 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hoctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Len returned to the Council Chambers

### **REPORT OF OFFICERS AND CITY ADMINISTRATOR**

Len stated that I talked to Larry about non conforming use code that states that a non conforming use when discontinued or abandoned for a period of 12 consecutive calendar months shall not be resumed. I would like this to be referred to the Ordinance Committee to look at reducing that from 12 months to 6 months. Council concurred.

Mike stated that I want to underline the pump storage project that the PUD is working on requires a lot of public interest from our community. We have been looking for jobs and now they are right on our doorstep.

Lucille brought up the deer problem in Goldendale.

### **PUBLIC COMMENT**

Jim Taylor stated that he has invested in an indoor skate park in Goldendale and would like to take the city's old one.

Alex Gorrod suggested that before the skate park is removed the city should let the kids know first.

Len asked if we are taking this down tomorrow. Larry stated that is our intention. If you want to extend when we take it down then we need to know that. Council agreed that Larry will talk to Mark Heid before the park is taken down.

Jacob Smith stated that where he used to live they hired two bow hunters to cut down the population of deer in town.

Darrel Smith thanked the council for the approval of the marijuana ordinance.

Ken McKune stated his disapproval of the council's decision regarding the marijuana ordinance.

Richard Ellis stated his disapproval of the council's decision regarding the marijuana ordinance.

Gail Slawser spoke against use of marijuana.

Dave Wagner expressed his appreciation of the vote against marijuana.

Cassy Blomquest expressed her appreciation of the vote of the council.

Wena Coffman spoke about the benefits of the marijuana store.

Donna Wipple stated that there is no proof that marijuana has any medical uses.

## **ADJOURNMENT**

It was moved by Council Member Len Crawford, seconded by Council Member Guy Theriault, to adjourn the meeting.

8:38:29 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hoctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

MOTION CARRIED UNANIMOUSLY 7-0.

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Clinton Baze, Mayor

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Connie Byers, Clerk-Treasurer



# Register

Fiscal: 2015  
 Deposit Period: 2015- Feb 2015  
 Check Period: 2015 - Feb 2015 - First Council Feb 2015

		Print Date	ring Date
<b>Columbia State Bank</b>	<b>20016310</b>		
<b>Check</b>			
43473	Klickitat Co Auditor	2/2/2015	\$219.00
43520	Allyns Building Center	2/17/2015	\$452.31
43521	Aramark Uniform Serv Inc	2/17/2015	\$277.93
43522	Bohn's Printing	2/17/2015	\$321.06
43523	C.M. & W.O. Sheppard Inc	2/17/2015	\$117.80
43524	Carquest Auto Parts	2/17/2015	\$856.69
43525	Creative Cowgirl	2/17/2015	\$37.63
43526	Duggan, Joy E	2/17/2015	\$195.00
43527	Enviro-Clean Equipment Inc	2/17/2015	\$720.25
43528	Ferguson Enterprises Inc #3001	2/17/2015	\$152.59
43529	Frazier Business Services	2/17/2015	\$292.50
43530	G & L Construction	2/17/2015	\$318.47
43531	Galls	2/17/2015	\$393.19
43532	Gerald Matosich Attorney at Law	2/17/2015	\$747.50
43533	Goldendale Auto Supply	2/17/2015	\$424.84
43534	Goldendale High School	2/17/2015	\$75.00
43535	Goldendale Market Fresh	2/17/2015	\$6.99
43536	Goldendale Sentinel	2/17/2015	\$124.00
43537	Goldendale, City of	2/17/2015	\$2,768.75
43538	Gorge Technology Corp	2/17/2015	\$2,478.50
43539	Gray & Osborne Inc	2/17/2015	\$8,171.86
43540	Guthrie, Jessica	2/17/2015	\$49.67
43541	Hach Company	2/17/2015	\$322.18
43542	Hire Electric	2/17/2015	\$1,616.80
43543	Holcombs Market	2/17/2015	\$74.16
43544	Kerns Shop & Propane	2/17/2015	\$72.83
43545	Klickitat CO Emer Mgmt	2/17/2015	\$1,550.00
43546	Klickitat Co Sheriff	2/17/2015	\$2,051.20
43547	Klickitat County PUD	2/17/2015	\$17,113.63
43548	Klickitat-Skamanian UCC	2/17/2015	\$40.00
43549	Lakeside Industries Inc	2/17/2015	\$1,038.97
43550	Les Schwab Tire Center	2/17/2015	\$44.08
43551	Marlin Business Bank	2/17/2015	\$467.10
43552	McCredy Company, The	2/17/2015	\$12.89
43553	Menke Jackson Law Firm	2/17/2015	\$4,332.75
43554	Neopost Leasing Inc	2/17/2015	\$50.00

	Account Name	Date	Amount
43555	NWSC Northwest Safety Clean	2/17/2015	\$108.28
43556	One Call Concepts Inc	2/17/2015	\$12.84
43557	Owen Equipment Company	2/17/2015	\$509.73
43558	Pioneer Surveying & Engineering Inc	2/17/2015	\$20,737.37
43559	Pump Tech Inc	2/17/2015	\$3,046.08
43560	Quill Corporation	2/17/2015	\$352.64
43561	Roadrunner Rental Center	2/17/2015	\$353.11
43562	Roberts Company Inc	2/17/2015	\$175.40
43563	Sawyer's True Value	2/17/2015	\$262.42
43564	Sea Western	2/17/2015	\$47.68
43565	Security Lock & Key	2/17/2015	\$10.04
43566	Shell	2/17/2015	\$2,784.32
43567	Taser International	2/17/2015	\$1,664.92
43568	The Watershed Company	2/17/2015	\$2,221.80
43569	Uline	2/17/2015	\$112.20
43570	US Cellular	2/17/2015	\$1,612.26
43571	USA Blue Book	2/17/2015	\$837.46
43572	Vision Municipal Solutions Lie	2/17/2015	\$970.88
43573	WA St Dept of Ecology	2/17/2015	\$920.00
43574	WA St Dept of Health	2/17/2015	\$2,667.80
43575	Wilde Contracting	2/17/2015	\$449.40
43576	Zumar Industries,Inc.	2/17/2015	\$2,006.85
900433	Invoice Cloud	2/17/2015	\$99.40
900434	Merchant Card Services	2/17/2015	\$107.37
900435	Sage Payment Solutions	2/17/2015	\$382.21
900436	Sage Payment Solutions	2/17/2015	\$69.50
900437	WA St Dept of Revenue	2/17/2015	\$5,188.75
900438	HSA Bank Employee Plan Funding	2/17/2015	\$28,090.00
	Total	Check	\$123,788.83
	Total	20016310	\$123,788.83
	Grand Total		\$123,788.83

**CITY OF GOLDENDALE  
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Voucher numbers 43473 through 43576, 900433- 900438 in the amount of \$123,788.83, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 11<sup>th</sup> day of February, 2015.

  
Clerk-Treasurer

# Register Activity



Fiscal: 2015  
 Period: 2015 - Feb 2015  
 Council Date: 2015 - Feb 2015 - First Council Feb 2015

Reference Number:	Date	Description	Amount
43473		<b>Klickitat Co Auditor</b>	\$219.00
Invoice- 2/2/2015 10:38:58 AM	2/2/2015		\$219.00 Niemela, Almaraz, Baranovich
43520		<b>Allyns Building Center</b>	\$452.31
186833	1/5/2015		\$14.50 8 Hole Disc
186954	1/7/2015		\$80.23 Bushing, Elbow, Valve...
186961	1/7/2015		\$60.96 Iron, Clamp, Cable...
186973	1/7/2015		(\$4.14) Pipe, Credit
186997	1/7/2015		\$6.67 Credit, Cord
186998	1/7/2015		\$33.31 Floor Enamel
187185	1/12/2015		\$28.79 Rakes
187385	1/15/2015		\$78.46 Sander
187574	1/20/2015		\$5.14 Comet Cleaner, Scrub Brush
187700	1/22/2015		\$24.39 Wht 20A Tr Weathprf Gfci
187729	1/22/2015		\$16.11 Outdoor Cover
187734	1/22/2015		\$12.35 In Use 1 Gang Cover
187743	1/22/2015		\$6.21 Caulk, Caulk Gun
187756	1/23/2015		\$1.46 Screw, Tension Band
187904	1/26/2015		\$40.84 Tape
187955	1/27/2015		\$42.96 Elbow
188028	1/28/2015		\$4.07 Connector
43521		<b>Aramark Uniform Serv Inc</b>	\$277.93
861568637	1/6/2015		\$23.01 Service
861568639	1/6/2015		\$24.76 Service
861568641	1/6/2015		\$10.75 Service
861579356	1/13/2015		\$67.41 Service
861579358	1/13/2015		\$24.81 Service
861579360	1/13/2015		\$10.75 Service
861590044	1/20/2015		\$23.01 Service
861590046	1/20/2015		\$24.00 Service
861590048	1/20/2015		\$10.75 Service
861600819	1/27/2015		\$23.01 Service
861600821	1/27/2015		\$24.92 Service
861600823	1/27/2015		\$10.75 Service
43522		<b>Bohn's Printing</b>	\$321.06
42739	1/27/2015		\$272.56 Copier Count!CH

Reference Number:	Invoice	Amount	Description
43522	Bohn's Printing	\$321.06	
42740	1/27/2015	\$48.50	Copier CounUPD
43523	C.M. & W. O. Sheppard Inc	\$117.80	
39042	1/8/2015	\$117.80	WSM-L280
43524	Carquest Auto Parts	\$856.69	
4993-271916	1/5/2015	\$6.01	Striker 3 Flint
4993-271919	1/5/2015	\$28.14	Oil Filter
4993-271944	1/5/2015	\$10.34	Fuel Filter
4993-271974	1/5/2015	\$6.43	PowerBit Set
4993-271986	1/5/2015	\$111.60	UPS
4993-272045	1/6/2015	\$50.55	Vitri Grind Whl, Air Filter
4993-272215	1/7/2015	\$16.36	Coupling, fitting
4993-272276	1/8/2015	\$33.29	Oil Filter, Fuel Filter
4993-272472	1/9/2015	\$172.54	Air Filter
4993-272479	1/9/2015	(\$22.61)	Credit
4993-272847	1/14/2015	\$15.06	UPS
4993-272890	1/14/2015	\$2.52	Plug
4993-272896	1/14/2015	\$25.36	Trans Line, Connector...
4993-272949	1/15/2015	\$31.15	Filter Wrench, Raven Glove
4993-273004	1/15/2015	\$11.32	Domestic Nickel/Copper
4993-273055	1/16/2015	\$28.96	Weatherstrip Adhesive, Uni Antenna
4993-273100	1/16/2015	\$4.41	Spark Plug
4993-273114	1/16/2015	\$10.41	Universal Clamp
4993-273121	1/16/2015	\$18.25	Shorty 17 Antenna
4993-273300	1/19/2015	\$76.95	Cooler Hose/Line
4993-273392	1/20/2015	\$18.15	Handle
4993-273460	1/21/2015	(\$76.95)	Credit
4993-273488	1/21/2015	\$75.09	Oil Cooler Line
4993-273533	1/21/2015	\$266.90	Friction Rdy Caliper, Oil Seal
4993-273630	1/22/2015	(\$96.88)	Credit, Brake Cleaner
4993-274401	1/30/2015	\$3.76	Protectant Wipes
4993-274493	1/31/2015	\$29.58	Oil, Filters
43525	Creative Cowgirl	\$37.63	
<u>Invoice - 2/10/2015 11:42:48 AM</u>	2/9/2015	\$37.63	Shirt Patches
43526	Duggan, Joy E	\$195.00	
CR4831	1/26/2015	\$65.00	Roberta Norris
CR5486	1/26/2015	\$65.00	Beverly McGill
CR5510	1/26/2015	\$65.00	Emilee Schultz

Reference Number: 43527 S15-012304	Enviro-Clean Equipment Inc 1/23/2015	<b>\$720.25</b> \$720.25 Gutter Broom
Reference Number: 43528 0444020	Ferguson Enterprises Inc #3001 1/28/2015	\$152.59 \$152.59 Supplies
Reference Number: 43529 1069	Frazier Business Services 2/4/2015	\$292.50 \$292.50 Website Maintenance
Reference Number: 43530 17569 17571	G & L Construction 2/1/2015 2/1/2015	\$318.47 \$161.25 415 S Columbus \$157.22 Angie Hedges/Repair
Reference Number: 43531 002997689 003001421 003006676	Galls 1/18/2015 1/19/2015 1/20/2015	\$393.19 \$154.74 Battery Handcuff, Knife \$45.14 Magchaarger Battery Stic \$193.31 Shirt, Vest
Reference Number: 43532 CR5549 CR5550 CR5589 CR5761	Gerald Matosich Attorney at Law 1/29/2015 1/29/2015 1/29/2015 1/29/2015	\$747.50 \$195.00 Samantha Pirtle \$195.00 Jessica Quantrell \$292.50 David Foley III \$65.00 Allen Matai
Reference Number: 43533 274084 274144 274249  274284 274503 274880  274898 274913  274917 275051 275070 275187 275459	Goldendale Auto Supply 1/2/2015 1/2/2015 1/5/2015  1/5/2015 1/8/2015 1/14/2015  1/14/2015 1/14/2015  1/14/2015 1/16/2015 1/16/2015 1/19/2015 1/22/2015	\$424.84 (\$0.30) Oil Filter, Credit \$16.96 Connector \$80.02 Cooling System Filter, Fuel Water Separator \$10.57 Oil Filter, Spark Plug \$48.63 Cool Con, Fuel Filter \$9.58 0-Rings, 12 Dr 15mm 6Ptskt, Grease Fitting \$15.35 8Mors x 6Mors \$172.44 Air Filters, Oil Filters, Fuel Filters, Hydraulic Filter (\$0.99) Credit, Air Filter \$6.88 Oil Filter, Boot Clamp \$5.69 U Nut Nob \$33.93 Electrical Tape, Paint \$26.08 Wedge, Brekfluid
Reference Number: 43534 Invoice- 2/10/2015 11:31:22 AM	Goldendale High School 2/10/2015	\$75.00 \$75.00 Fastpitch Booster Club

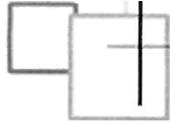
Reference Number: 43535 03-452116	Goldendale Market Fresh 1/2/2015	\$6.99 \$6.99 Donuts
Reference Number: 43536 139081 139252	Goldendale Sentinel 1/14/2015 2/4/2015	\$124.00 \$96.00 2015 Small Works Roster \$28.00 Ordinance 1446
Reference Number: 43537 2015-01 2015-07 Invoice- 2/10/2015 1:05:00 PM	Goldendale, City of 1/5/2015 2/3/2015 2/10/2015	\$2,768.75 \$1,089.36 Bulk Water \$234.96 Bulk Water \$1,444.43 Water/Sewer
Reference Number: 43538 <b>hl</b>	Gorge Technology Corp 2/5/2015	\$2,478.50 \$2,478.50 Technology Consulting
Reference Number: 43539 14043.00-0000009	Gray & Osborne Inc 2/6/2015	\$8,171.86 \$8,171.86 Lower Reservoir
Reference Number: 43540 501908937000 5078	Guthrie, Jessica 1/19/2015 2/1/2015	\$49.67 \$38.88 Reimbursement \$10.79 Reimbursement
Reference Number: 43541 9191000 9191102	Hach Company 1/12/2015 1/12/2015	\$322.18 \$261.83 Dilution Water \$60.35 Nutrient
Reference Number: 43542 598965  598968 598984	Hire Electric 1/27/2015  1/27/2015 1/28/2015	\$1,616.80 \$187.05 Troubleshoot Power Failures Lower Res Project \$612.75 Lift Station \$817.00 Spring Site/Lower Res Project
Reference Number: 43543 003012110826 003043821458 003044500821 003089310812	Holcombs Market 1/14/2015 1/27/2015 1/28/2015 1/5/2015	\$74.16 \$24.84 Water, Coffee \$10.49 Creamer, Sweetner \$27.93 Water \$10.90 Water
Reference Number: 43544 19080 19092	Kerns Shop & Propane 1/28/2015 1/30/2015	\$72.83 \$47.83 250 Oxy \$25.00 80#
Reference Number: 43545 Invoice- 2/10/2015 2:14:23 PM	Klickitat CO Emer Mgmt 2/10/2015	\$1,550.00 \$1,550.00 EMT Class/Sullivan, Block, Pineda

Reference Number: 43546 Invoice- 2/10/2015 2:15:20 PM	Klickitat Co Sheriff 2/10/2015	\$2,051.20 \$2,051.20 January 2015 Jail Costs
Reference Number: 43547 16060377 Invoice- 2/11/2015 10:28:30 AM	Klickitat County PUD 1/23/2015 2/11/2015	\$17,113.63 \$136.81 Utility Electric \$16,976.82 Utility Electric
Reference Number: 43548 Invoice- 2/10/2015 3:28:32 PM	Klickitat-Skamania UCC 2/10/2015	\$40.00 \$40.00 Utility Coordinating Council
Reference Number: 43549 3254289MB	Lakeside Industries Inc 1/31/2015	\$1,038.97 \$1,038.97 Bags
Reference Number: 43550 34800071124	Les Schwab Tire Center 1/21/2015	\$44.08 \$44.08 Turn Drums and Rotors
Reference Number: 43551 Invoice- 2/10/2015 2:40:08 PM	Marlin Business Bank 2/19/2015	\$467.10 \$467.10 Copier Leases
Reference Number: 43552 941796	McCredy Company, The 2/2/2015	\$12.89 \$12.89 USB Drive
Reference Number: 43553 Invoice- 2/10/2015 2:42:18 PM Invoice- 2/10/2015 2:43:35 PM	Menke Jackson Law Firm 1/31/2015 1/31/2015	\$4,332.75 \$3,800.40 Account 044 \$532.35 Account 136
Reference Number: 43554 498221	Neopost Leasing Inc 1/27/2015	\$50.00 \$50.00 Annual Postage ACH Fee
Reference Number: 43555 14-9983	NWSC Northwest Safety Clean 1/27/2015	\$108.28 \$108.28 Clothing Repair
Reference Number: 43556 5019063	One Call Concepts Inc 1/31/2015	\$12.84 \$12.84 Utility Notification
Reference Number: 43557 00166104	Owen Equipment Company 1/29/2015	\$509.73 \$509.73 Replace Broken Joystick
Reference Number: 43558 1 15-901 22 12-905 5 14-906 8 14-904	Pioneer Surveying & Engineering Inc 1/28/2015 2/10/2015 1/28/2015 1/28/2015	\$20,737.37 \$220.00 Wells 1&2 \$5,787.37 LKR Sewer Project \$12,850.00 West Columbus Neighborhood Project \$1,880.00 Third & King

	Date	Amount	Note
Reference Number: 43559 0090996-IN	<b>Pump Tech Inc</b> 1/27/2015	<b>\$3,046.08</b> \$3,046.08	Chlor Briquettes
Reference Number: 43560 852817	Quill Corporation 1/21/2015	\$352.64 (\$161.24)	Officejetpro Credit
9784203	1/22/2015	\$392.03	Manila Classifile
9789832	1/22/2015	\$53.20	Envelope
9813633	1/22/2015	\$42.54	Tape, Correction Tape...
9826657	1/23/2015	\$26.11	Binder
Reference Number: 43561 725	Roadrunner Rental Center 1/10/2015	\$353.11 \$353.11	Sky Trak Forklift
Reference Number: 43562 289768A	Roberts Company Inc 1/28/2015	\$175.40 \$175.40	Award Plaque/Fire Fighter of the Year
Reference Number: 43563 326322	Sawyer's True Value 1/20/2015	\$262.42 \$262.42	Engine Oil, Parts, Autocut, Power Equipment
Reference Number: 43564 182048	Sea Western 2/10/2015	\$47.68 \$47.68	Zipper Tongues
Reference Number: 43565 498055	Security Lock & Key 2/11/2015	\$10.04 \$10.04	Two Keys for Back Offices
Reference Number: 43566 79263448501	Shell 1/26/2015	\$2,784.32 \$2,784.32	Fuel
Reference Number: 43567 S11387097	Taser International 1/29/2015	\$1,664.92 \$1,489.92	Assurance Plan, Handle, Battery Pack....
TASE20733	1/13/2015	\$175.00	Re-Certification/Berkshire
Reference Number: 43568 2015-0197	The Watershed Company 2/9/2015	\$2,221.80 \$2,221.80	Shoreline Master Plan
Reference Number: 43569 64970337	Uline 2/2/2015	\$112.20 \$112.20	Gloves
Reference Number: 43570 958346857-0070874522	US Cellular 1/24/2015	\$1,612.26 \$1,612.26	Cell Phones
Reference Number: 43571 533662	USA Blue Book 1/5/2015	\$837.46 \$122.85	Methanol ACS Grade

Reference Number: 43571 548889 549651	USA Blue Book 1/22/2015 1/22/2015	\$837.46 \$48.26 Couplings \$666.35 Couplings
Reference Number: 43572 2805.1	Vision Municipal Solutions Lie 2/10/2015	\$970.88 \$970.88 Utility Mailing
Reference Number:43573 NR15258001	WA St Dept of Ecology 2/3/2015	\$920.00 \$920.00 Laboratory Accreditation Fees
Reference Number: 43574 Invoice- 2/10/2015 4:35:42 PM	WA St Dept of Health 2/10/2015	\$2,667.80 \$2,667.80 Operator Certification System Fees
Reference Number: 43575 313.1	Wilde Contracting 2/1/2015	\$449.40 \$449.40 Public Works Classes
Reference Number: 43576 0174390	Zumar Industries,Inc. 2/3/2015	\$2,006.85 \$2,006.85 Signs
Reference Number: 900433 359-2015 1	Invoice Cloud 2/3/2015	\$99.40 \$99.40 Biller Portal Fee
Reference Number:900434 Invoice- 2/10/2015 2:44:09 PM	Merchant Card Services 2/10/2015	\$107.37 \$107.37 Visa/Admin
Reference Number:900435 Invoice- 2/10/2015 4:12:24 PM	Sage Payment Solutions 2/10/2015	\$382.21 \$382.21 Visa Fees
Reference Number: 900436 Invoice - 2/10/2015 4:14:08 PM	Sage Payment Solutions 2/10/2015	\$69.50 \$69.50 ACH Fees
Reference Number: 900437 Invoice- 2/10/2015 4:37:39 PM	WASt Dept of Revenue 2/10/2015	\$5,188.75 \$5,188.75 Excise Tax
Reference Number: 900438 Invoice- 2/11/2015 11:57:29 AM	HSA Bank Employee Plan Funding 2/11/2015	\$28,090.00 \$28,090.00 Employee Plan Funding

# Register



Number	Name	Fiscal Description	Cleared	Amount
43474	Bartkowski, Reggie	2015 - Jan 2015 - Second Council Jan 2015		\$2,337.32
43475	Baze, Clinton	2015- Jan 2015 - Second Council Jan 2015		\$460.93
43476	Bellamy, Larry D	2015- Jan 2015- Second Council Jan 2015		\$2,693.58
43477	Berkshire, Stan	2015- Jan 2015- Second Council Jan 2015		\$1,723.42
43478	Berry, Frank	2015- Jan 2015 - Second Council Jan 2015		\$1,370.55
43479	Bevis, Lucille A	2015- Jan 2015 - Second Council Jan 2015		\$46.01
43480	Bowen, Jeremy J	2015- Jan 2015- Second Council Jan 2015		\$1,401.09
43481	Byers, Connie L	2015- Jan 2015- Second Council Jan 2015		\$1,755.00
43482	Cannon, Michael A	2015 - Jan 2015 - Second Council Jan 2015		\$46.01
43483	Casey, Brian P	2015- Jan 2015- Second Council Jan 2015		\$1,321.01
43484	Cooke, Robert C	2015- Jan 2015 - Second Council Jan 2015		\$1,986.94
43485	Crawford, Leonard C	2015- Jan 2015 - Second Council Jan 2015		\$46.01
43486	Dyment, Kevin	2015- Jan 2015- Second Council Jan 2015		\$1,897.90
43487	Enyeart, Karl A	2015- Jan 2015- Second Council Jan 2015		\$2,521.45
43488	Frantum, Douglas	2015- Jan 2015 - Second Council Jan 2015		\$1,549.67
43489	Fulton, BradD	2015 - Jan 2015 - Second Council Jan 2015		\$556.56
43490	Garcia, Juan C	2015- Jan 2015- Second Council Jan 2015		\$1,209.03
43491	Grimes, Karen M	2015- Jan 2015- Second Council Jan 2015		\$1,298.20
43492	Halm, Andrew J	2015- Jan 2015 - Second Council Jan 2015		\$46.01
43493	Halm, Noah M	2015 - Jan 2015 - Second Council Jan 2015		\$317.17
43494	Hocfor, Gary Robert	2015- Jan 2015- Second Council Jan 2015		\$46.01
43495	Hunziker, Jay Allen	2015 - Jan 2015- Second Council Jan 2015		\$1,838.32
43496	Hutchins, Maria P	2015- Jan 2015 - Second Council Jan 2015		\$1,654.96
43497	Isler, Jay W	2015- Jan 2015 - Second Council Jan 2015		\$1,651.16
43498	Johnson, Richard A	2015 - Jan 2015- Second Council Jan 2015		\$2,940.67
43499	Lucatero, Leo B	2015 - Jan 2015 - Second Council Jan 2015		\$1,931.59
43500	Luth, Deanna L	2015- Jan 2015- Second Council Jan 2015		\$46.01
43501	Matulovich, Dwayne	2015- Jan 2015- Second Council Jan 2015		\$1,645.09
43502	O'Connor, Andrew F	2015- Jan 2015- Second Council Jan 2015		\$2,009.67
43503	Oswalt, Bert F	2015- Jan 2015- Second Council Jan 2015		\$2,079.15
43504	Perez, Benjamin A	2015- Jan 2015 - Second Council Jan 2015		\$1,241.74
43505	Pineda, Eric M	2015 - Jan 2015 - Second Council Jan 2015		\$55.82
43506	Randall, Steven A	2015- Jan 2015 - Second Council Jan 2015		\$204.84
43507	Smith, Michael L	2015 - Jan 2015- Second Council Jan 2015		\$1,942.89
43508	Sullivan, Donald L	2015- Jan 2015 - Second Council Jan 2015		\$55.82
43509	Theriaux, Guy R	2015 - Jan 2015- Second Council Jan 2015		\$46.01
43510	Thompson, Robert L	2015- Jan 2015 - Second Council Jan 2015		\$1,445.52
43511	Wells, Sandy R	2015- Jan 2015- Second Council Jan 2015		\$1,277.04
43512	Wyzykowski, Chris	2015- Jan 2015- Second Council Jan 2015		\$1,824.85

		Desc	Clear	
43513	American Family Life	2015- Jan 2015- Second Council Jan 2015		\$367.65
43514	AWC Benefit Trust	2015- Jan 2015- Second Council Jan 2015		\$37,990.43
43515	Deferred Comp Program	2015- Jan 2015- Second Council Jan 2015		\$80.00
43516	Dept of Labor & Industries	2015- Jan 2015- Second Council Jan 2015		\$2,889.44
43517	Dept of Retirement	2015- Jan 2015- Second Council Jan 2015		\$9,159.96
43518	Employment Security	2015- Jan 2015- Second Council Jan 2015		\$133.64
43519	ICMA Retirement Trust	2015- Jan 2015- Second Council Jan 2015		\$112.50
900432	City of Goldendale	2015- Jan 2015- Second Council Jan 2015		\$17,147.13
				<b>\$116,401.77</b>

AGENDA BILL: G1

AGENDA TITLE: CONTRACTS FOR TOURISM DOLLARS

DATE: FEBRUARY 17, 2015

ACTION REQUIRED:

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_

---

EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AGREEMENTS FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE FARMERS MARKET "IN LIEU", W.E. ROCK EVENTS, LLC IN THE AMOUNT OF \$2,500.00, GOLDENDALE CHAMBER OF COMMERCE IN THE AMOUNT OF \$5,000.00, GOLDENDALE CHAMBER OF COMMERCE IN THE AMOUNT OF \$12,500.00, ABATE IN THE AMOUNT OF \$5,000.00, GOLDENDALE JAYCEES IN THE AMOUNT OF \$8,000.00, CENTRAL KLICKITAT COUNTY PARK AND REC. DISTRICT IN THE AMOUNT OF \$500.00 AND THE GOLDENDALE MOTORSPORTS ASSOCIATION IN THE AMOUNT OF \$5,000.00.

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE FARMERS MARKET

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Goldendale Farmers Market, c/o P. O. Box 1203, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GFM".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by GFM under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

#### IV. COMPENSATION

The GFM will be paid in accordance with "Appendix B- Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B -Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C-Post Event/Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

**GOLDENDALE FARMERS MARKET**

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

Title: Mayor

**BY**  
Title: \_\_\_\_\_  
;Bxv ,d IYJ.e-rn b.e, \_

ATTEST:

By **C**(hvn 1 **M:Y:**  
City C r

GFM Federal ID No:

27-0536918

Date: \_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address: P. O. Box 1203  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

---

### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.  
"GFM" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of GFM for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement GFM shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the GFM's activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

GFM agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. GFM is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of GFM's services hereunder in utilizing the results of such services.

### 5. INDEMNIFICATION

GFM shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including GFM's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with GFM's performance of this Agreement. GFM's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of GFM (its agents or employees); except, that *this* Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of GFM, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the GFM under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTANTLY* SPECIFICALLY AND EXPRESSLY WAIVES ANY LIABILITY UNDER SUCH ACTS. GFM

ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *GFM* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, *GFM* shall have the right to cancel this agreement, in writing, within 30 days of the request.

*GFM* shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *GFM* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *GFM* prior to clarification by Goldendale shall be *GFM's* risk.

8. NONDISCLOSURE

*GFM* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *GFM* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GFM* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *GFM* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *GFM* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *GFM* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *GFM* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*GFM* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *GFM* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *GFM*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *GFM* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *GFM* and GOLDENDALE in the compensation to be paid *GFM* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *GFM* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *GFM* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *GFM* of responsibility for proper performance of the services.

## 14. AUDITS

The *GFM* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The GFM shall provide reports submitted in the manner directed by GOLDENDALE. The GFM shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the GFM in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

## **APPENDIX A**

### **SCOPE OF WORK**

Advertise, market, and operate the Farmers Market on every Saturday from May 9 through September 26, 2015 at Ekone Park in Sector D.

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Waiver of the Ekone Park, Sector 0, Park Use permit Fee in exchange for advertising, marketing and operating the Goldendale Farmers Market

TOTAL "in lieu"

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GFM in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

REPORTING AND RECORD KEEPING

GFM shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Exhibit C.

The GFM shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

**Post Event/Activity Information Report for Lodging Tax Recipients**

Festivals, special events and tourism-related facilities

Report is due immediately after event but no later than January 31, 2016

Email to: [lbellamy@ci.goldendale.wa.us](mailto:lbellamy@ci.goldendale.wa.us) or

Mail to: City of Goldendale, 1103 S Columbus Ave, Goldendale, WA 98620

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Goldendale lodging tax funds used for Event or Facility \$ — — —

4. Total Cost of Event or Facility \$ \_\_\_\_\_

5. Estimated total event attendance or user count for the facility: \_\_\_\_\_

6. Estimated total number of Out-of-State participants: \_\_\_\_\_

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

- 1) Staying overnight in paid accommodations away from their place of residence or business. \_\_\_\_\_
- 2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. \_\_\_\_\_
- 3) Staying for the day only and traveling more than 50 miles. \_\_\_\_\_
- 4) Attending but not included in one of the three categories above. \_\_\_\_\_

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail or phone number: \_\_\_\_\_

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE W. E. ROCK EVENTS, LLC

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and W. E. Rock Events, LLC, c/o 290 Pipeline Road, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "W.E. ROCK".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by W.E. ROCK under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

#### IV. COMPENSATION

The W.E. ROCK will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B- Schedule of Compensation, Method of Payment, Record Keeping and Reporting
- Appendix C- Post Event/Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

By: \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

— Address: 1103 S. Columbus  
Goldendale, WA 98620

**W. E. ROCK EVENTS, LLC**

By: Shelley Krehbiel  
Title: President

Digitally signed by Shelley Krehbiel  
DN: cn=Shelley Krehbiel, o=W E Rock  
Events LLC, ou=W E Rock,  
email=shelley@werocklive.com, c=US  
Date: 2015.02.10 11:16:44 -0700

W.E. ROCK Federal ID No:  
26-0843472

Address: 290 Pipeline Road  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

(a) GOWENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.  
"WE. ROCK" shall mean the person, firm, partnership, or corporation that has executed this Agreement

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *W.E. ROCK* for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement *W.E. ROCK* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOWENDALE. For this reason, all of the *W.E. ROCK's* activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

*W.E. ROCK* agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. *W.E. ROCK* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *W.E. ROCK's* services hereunder in utilizing the results of such services.

### 5. INDEMINIFICATION

*W.E. ROCK* shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *W.E. ROCK's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *W.E. ROCK's* performance of this Agreement. *W.E. ROCK's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *W.E. ROCK* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *W.E. ROCK*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *W.E. ROCK* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY

UNDER SUCH ACTS. W.E. ROCK ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *W.E. ROCK* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, W.E. ROCK shall have the right to cancel this agreement, in writing, within 30 days of the request.

*W.E. ROCK* shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *W.E. ROCK* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *W.E. ROCK* prior to clarification by Goldendale shall be *W.E. ROCK's* risk.

8. NONDISCLOSURE

*W.E. ROCK* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *W.E. ROCK* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *W.E. ROCK* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *W.E. ROCK* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *W.E. ROCK* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *W.E. ROCK* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *W.E. ROCK* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*W.E. ROCK* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *W.E. ROCK* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *W.E. ROCK*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *W.E. ROCK* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *W.E. ROCK* and GOLDENDALE in the compensation to be paid *W.E. ROCK* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *W.E. ROCK* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *W.E. ROCK* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *W.E. ROCK* of responsibility for proper performance of the services.

## 14. AUDITS

The *W.E. ROCK* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The W.E. ROCK shall provide reports submitted in the manner directed by GOLDENDALE. The W.E. ROCK shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the W.E. ROCK in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

## **APPENDIX A**

### **SCOPE OF WORK**

Advertise, market, and operate the World Extreme Rock Crawling, Western Regional Event on Saturday, August 1 and Sunday, August 2.

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Date:	Amount Due	Aggregate
August 31	\$ 2,500.00	\$ 2,500.00
TOTAL	\$ 2,500.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the W.E. ROCK in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

REPORTING AND RECORD KEEPING

W.E. ROCK shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Exhibit C.

The W.E. ROCK shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

**CITY OF GOLDENDALE and THE CHAMBER OF COMMERCE**  
**AGREEMENT FOR TOURIST PROMOTION SERVICES**

**I. PARTIES**

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and The Greater Goldendale Area Chamber of Commerce, a non-profit corporation, with offices and its principal place of business located at, 903 East Broadway Street, Goldendale, Washington 98620, hereinafter referred to as the "CHAMBER".

**II. RECITALS**

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

**III. STATEMENT OF SERVICES**

The work to be performed by Chamber under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

**IV. COMPENSATION**

The Chamber will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

**V. TERM OF AGREEMENT**

This Agreement shall commence January 1, 2015 and terminate December 31, 2015. Thereafter, the agreement will automatically renew for consecutive one (1) year each, upon the same terms and conditions as contained herein, unless Goldendale or the Chamber gives written notice of its desire to terminate or renegotiate not later than 90 days prior to the end of the then current term.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A- Statement of Work
- Appendix B- Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C- Post Event Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is the Mayor. The Greater Goldendale Area Chamber's Contracting Officer for this work is the Executive Director or the President of the Chamber's Board of Directors.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

By: \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

**GREATER GOLDENDALE AREA  
CHAMBER OF COMMERCE**

By: *d: £7?*  
Title: President

Chamber Federal ID No:  
\_\_\_\_\_

Address: 903 East Broadway  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. *Chamber* "*Chamber*" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *Chamber* for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement *Chamber* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the *Chamber's* activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

*Chamber* agrees to perform services defined in Appendix A with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. *Chamber* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *Chamber's* services hereunder in utilizing the results of such services. GOLDENDALE agrees to perform in accordance with this Agreement with a professional standard of care, skill, and diligence normally provided in administering an Agreement of this nature.

### 5. INDEMINIFICATION

*Chamber* shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *Chamber's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *Chamber's* performance of this Agreement. *Chamber's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *Chamber* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *Chamber*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *Chamber* under

work's compensation acts, disability benefit acts, or other employee benefit acts, AND CHAMBER ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

*GOLDENDALE* shall protect, hold free and harmless, defend, and pay on behalf of *Chamber* (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *GOLDENDALE's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *GOLDENDALE's* performance of this Agreement. *GOLDENDALE's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *Chamber* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of *Chamber*, its managers, directors, employees, and agents.

In any and all claims against *Chamber* by any employee of *GOLDENDALE*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for *GOLDENDALE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *GOLDENDALE* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

#### 6. INSURANCE

The *Chamber* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by Jaw for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$5,000,000.

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming *GOLDENDALE* as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

*GOLDENDALE* shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

*Chamber* shall deliver to *GOLDENDALE*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by *GOLDENDALE* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to *GOLDENDALE* prior to cancellation, termination, or alteration of said policies of insurance.

#### 7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *Chamber* to *GOLDENDALE* for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *Chamber* prior to clarification by *Goldendale* shall be *Chamber's* risk.

8. NONDISCLOSURE

*Chamber* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *Chamber* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *Chamber* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *Chamber* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *Chamber* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *Chamber* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *Chamber* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*Chamber* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *Chamber* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *Chamber*. Written notice must be provided Ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *Chamber* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *Chamber* and GOLDENDALE in the compensation to be paid *Chamber* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *Chamber* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the

cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *Chamber* of the notification of change.

#### 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *Chamber* of responsibility for proper performance of the services.

#### 14. AUDITS

The *Chamber* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

#### 15. REPORTS AND RECORDS

The *Chamber* shall provide reports submitted in the manner directed by GOLDENDALE. The Chamber shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the *Chamber* in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

#### 16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by fax with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

## APPENDIX A

### STATEMENT OF WORK

Develop a coordinated tourism information website that can be linked to the City of Goldendale and Greater Goldendale Chamber of Commerce web sites that encourages visitors with a visually compelling and information packed invitation to come to the Goldendale area.

Deliverables to include the following:

- Use an economically priced, hosted website design package with a Content Management System, year round tech support, and spam filtering
- Do keyword research necessary to push the specific web pages up in search engine rankings on tourist and travel keywords for the Pacific Northwest.
- Showcase the panoramic vistas, sunsets, mountains and rivers in the Goldendale area. Use these Images to promote travel and offer sample itineraries with PDF maps that can be downloaded and printed or pushed to an iPhone.
- Create a permanent site-wide redirect of the still existing, [www.cityofgoldendale.com](http://www.cityofgoldendale.com) website to the new site.
- Work with the community to keep up with the latest news and business information and keep an updated, easy to use calendar.
- Keep social media updated on a weekly basis to keep the Information fresh.

Install Google Analytics on the website and produce monthly reports on key visitor statistics: Number of visitors (new and returning}, Referral path, Pages visited, average time on website, visitor location, and other demographic data. There's also a potential for remarketing to site visitors site using Google AdWords Display ads (this activity would require a small budget TBD}. Change the website according to the data from analytics and new information from businesses and the community.

- Measure visitors to Facebook Page and encourage people to visit the Chamber website. Collect statistics on the click through on emails and adjust as necessary.

**APPENDIX 8-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Date:	Amount Due	Aggregate
February 28	\$ 1,000.00	\$ 1,000.00
March 31	\$ 1,000.00	\$ 2,000.00
April 30	\$ 1,000.00	\$ 3,000.00
May 31	\$ 1,000.00	\$ 4,000.00
June 30	\$ 1,000.00	\$ 5,000.00
TOTAL	\$ 5,000.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the Chamber in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 6, 2015. Invoices will include a Visitor Information Center Report reflecting Visitor Information Center data for the claimed month of operation.

REPORTING

Chamber shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A form of the report is attached as Exhibit C.

RECORDS

The Chamber shall maintain accounts and records which accurately reflect the revenues and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City inspection.

Post Event/Activity Information Report for Lodging Tax Recipients

Festivals, special events and tourism-related facilities

Report Is due immediately after event but no later than January 31, 2016

Email to: Jbellamy@ci.goldendale.wa.us or

Mail to: City of Goldendale, 1103 S Columbus Ave, Goldendale, WA 98620

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. TotalGoldendale lodging tax funds used for Event or Facility \$ \_\_\_\_\_

4. TotalCost of Event or Facility \$ \_\_\_\_\_

5. Estimated total event attendance or user count for the facility: \_\_\_\_\_

6. Estimated total number of Out-of-State participants: \_\_\_\_\_

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. \_\_\_\_\_

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. \_\_\_\_\_

3) Staying for the day only and traveling more than 50 miles. \_\_\_\_\_

4) Attending but not included in one of the three categories above. \_\_\_\_\_

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail or phone number: \_\_\_\_\_

## **CITY OF GOLDENDALE and THE CHAMBER OF COMMERCE**

### **AGREEMENT FOR TOURIST INFORMATION SERVICES**

#### **I. PARTIES**

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and The Greater Goldendale Area Chamber of Commerce, a non-profit corporation, with offices and its principal place of business located at, 903 East Broadway Street, Goldendale, Washington 98620, hereinafter referred to as the "CHAMBER".

#### **II. RECITALS**

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### **III. STATEMENT OF SERVICES**

The work to be performed by Chamber under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

#### **IV. COMPENSATION**

The Chamber will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

#### **V. TERM OF AGREEMENT**

This Agreement shall commence January 1, 2015 and terminate December 31, 2015. Thereafter, the agreement will automatically renew for consecutive one (1) year each, upon the same terms and conditions as contained herein, unless Goldendale or the Chamber gives written notice of its desire to terminate or renegotiate not later than 90 days prior to the end of the then current term.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B – Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C – Post Event Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is the Mayor. The Greater Goldendale Area Chamber's Contracting Officer for this work is the Executive Director or the President of the Chamber's Board of Directors.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

**GREATER GOLDENDALE AREA CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Title: Mayor

By:   
Title: President

ATTEST:

By: \_\_\_\_\_  
City Clerk

Chamber Federal ID No:  
\_\_\_\_\_

Date: -----

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address: 903 East Broadway  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

---

### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. *Chamber* "*Chamber*" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *Chamber* for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement *Chamber* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the *Chamber's* activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

*Chamber* agrees to perform services defined in Appendix A with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. *Chamber* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *Chamber's* services hereunder in utilizing the results of such services. GOLDENDALE agrees to perform in accordance with this Agreement with a professional standard of care, skill, and diligence normally provided in administering an Agreement of this nature.

### 5. INDEMINIFICATION

*Chamber* shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *Chamber's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *Chamber's* performance of this Agreement. *Chamber's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *Chamber* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *Chamber*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *Chamber* under

work's compensation acts, disability benefit acts, or other employee benefit acts, AND CHAMBER ACKNOWLEDGES THAT TIDS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

*GOLDENDALE* shall protect, hold free and harmless, defend, and pay on behalf of *Chamber* (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *GOLDENDALE's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *GOLDENDALE's* performance of this Agreement. *GOLDENDALE's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *Chamber* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of *Chamber*, its managers, directors, employees, and agents.

In any and all claims against *Chamber* by any employee of *GOLDENDALE*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for *GOLDENDALE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *GOLDENDALE* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

#### 6. INSURANCE

The *Chamber* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

{b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability {bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$5,000,000.

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming *GOLDENDALE* as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

*GOLDENDALE* shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection {b) of this section.

*Chamber* shall deliver to *GOLDENDALE*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by *GOLDENDALE* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to *GOLDENDALE* prior to cancellation, termination, or alteration of said policies of insurance.

#### 7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *Chamber* to *GOLDENDALE* for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *Chamber* prior to clarification by *Goldendale* shall be *Chamber's* risk.

## 8. NONDISCLOSURE

*Chamber* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *Chamber* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *Chamber* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *Chamber* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *Chamber* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

## 9. SUBCONTRACTS

Any contract entered into by *Chamber* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *Chamber* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*Chamber* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *Chamber* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *Chamber*. Written notice must be provided Ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *Chamber* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *Chamber* and GOLDENDALE in the compensation to be paid *Chamber* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *Chamber* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by Law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the

cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *Chamber* of the notification of change.

**13. PROGRESS REVIEW**

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *Chamber* of responsibility for proper performance of the services.

**14. AUDITS**

The *Chamber* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The *Chamber* shall provide reports submitted in the manner directed by GOLDENDALE. The Chamber shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the *Chamber* in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by fax with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

## **APPENDIX A**

### **STATEMENT OF WORK**

#### OPERATE A VISITOR INFORMATION CENTER

Staff and operate a visitor information center to promote tourism and distribute promotional materials. Services should include, but not be limited to those generally considered to be of an informational and assistance nature to tourists or visitors to the community:

- a. Travel directions and assistance
- b. Directions to points of interest
- c. Directions to lodging accommodations and other hospitality services
- d. Directions to recreational activities
- e. Information and materials on cultural events
- f. Directions to emergency services
- g. Other referral services.
- h. Hours of operation, to the maximum extent possible, shall be sufficient to best cover the peak tourist months.

**APPENDIX 8-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Date:	Amount Due	Aggregate
January 31	\$ 1,000.00	\$ 1,000.00
February 28	\$ 1,000.00	\$ 2,000.00
March 31	\$ 1,000.00	\$ 3,000.00
April30	\$ 1,000.00	\$ 4,000.00
May 31	\$ 1,000.00	\$ 5,000.00
June 30	\$ 1,000.00	\$ 6,000.00
July 31	\$ 1,000.00	\$ 7,000.00
August31	\$ 1,000.00	\$ 8,000.00
September 30	\$ 1,000.00	\$ 9,000.00
October 31	\$ 1,000.00	\$10,000.00
November 30	\$ 1,000.00	\$11,000.00
December 31	\$ 1,500.00	\$12,500.00
TOTAL	\$12,500.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the Chamber in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 6, 2015. Invoices will include a Visitor Information Center Report reflecting Visitor Information Center data for the claimed month of operation.

REPORTING

Chamber shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A form of the report is attached as Exhibit C.

RECORDS

The Chamber shall maintain accounts and records which accurately reflect the revenues and costs for the operation of the Visitor Information Center, publicity and promotional programs for Goldendale.

**Post Event/Activity Information Report for Lodging Tax Recipients**

Festivals, special events and tourism-related facilities

**Report is due Immediately after event but no later than January 31, 2016**

**Email to: [lbellamy@ci.goldendale.wa.us](mailto:lbellamy@ci.goldendale.wa.us) or**

**Mail to: City of Goldendale, 1103 S Columbus Ave, Goldendale, WA 98620**

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Goldendale lodging tax funds used for Event or Facility \$ \_\_\_\_\_

4. Total Cost of Event or Facility \$ \_\_\_\_\_

5. Estimated total event attendance or user count for the facility: \_\_\_\_\_

6. Estimated total number of Out-of-State participants: \_\_\_\_\_

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. \_\_\_\_\_

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. \_\_\_\_\_

3) Staying for the day only and traveling more than 50 miles. \_\_\_\_\_

4) Attending but not included in one of the three categories above. \_\_\_\_\_

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

*Submitted by:* ----- Date: \_\_\_\_\_

*E-mail or phone number:* -----

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE ABATE OF WASHINGTON

#### t. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and ABATE of Washington, c/o 1008 Roe Drive, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "ABATE".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities. "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by ABATE under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

#### IV. COMPENSATION

The ABATE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C - Post Event/Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

**ABATE OF WASHINGTON**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: President

ATTEST:

By: \_\_\_\_\_  
City Clerk

ABATE Federal ID No:

*2f.- (2 ?&Lf/62*

Date: \_\_\_\_\_  
\_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address: 1008 Roe Drive  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

---

### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. "ABATE" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of ABATE for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement ABATE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the ABATE's activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

ABATE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. ABATE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of ABATE's services hereunder in utilizing the results of such services.

### 5. INDEMNIFICATION

ABATE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including ABATE's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with ABATE's performance of this Agreement. ABATE's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of ABATE (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of ABATE, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ABATE under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTANTLY SPECIFICALLY AND EXPRESSLY WIVES ANY IMMUNITY UNDER*

SUCH ACTS. ABATE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *ABATE* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, ABATE shall have the right to cancel this agreement, in writing, within 30 days of the request.

*ABATE* shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *ABATE* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *ABATE* prior to clarification by Goldendale shall be *ABATE's* risk.

8. NONDISCLOSURE

*ABATE* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *ABATE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *ABATE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *ABATE* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *ABATE* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *ABATE* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *ABATE* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*ABATE* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *ABATE* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *ABATE*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *ABATE* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *ABATE* and GOLDENDALE in the compensation to be paid *ABATE* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *ABATE* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *ABATE* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *ABATE* of responsibility for proper performance of the services.

## 14. AUDITS

The *ABATE* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The ABATE shall provide reports submitted in the manner directed by GOLDENDALE. The ABATE shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the ABATE in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

**APPENDIX A**

**SCOPE OF WORK**

Advertise, market, and operate Festival of Wheels on August 14, 15 and 16, 2014

**APPENDIX 8-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

Date:	Amount Due	Aggregate
May31	\$ 1,000.00	\$1,000.00
June 30	\$ 1,000.00	\$2,000.00
July 31	\$ 1,000.00	\$3,000.00
August 31	\$ 1,000.00	\$4,000.00
September 30	\$ 1,000.00	\$5,000.00
<b>TOTAL</b>	<b>\$5,000.00</b>	

**METHOD OF PAYMENT**

Payments will be made based on claims for reimbursement of expenses incurred by the ABATE in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

**REPORTING AND RECORD KEEPING**

ABATE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Exhibit C.

The ABATE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

**Post Event/Activity Information Report for Lodging Tax Recipients**

Festivals, special events and tourism-related facilities

**Report is due immediately after event but no later than January 31, 2016**

Email to: [lbellamy@ci.goldendale.wa.us](mailto:lbellamy@ci.goldendale.wa.us) or

Mail to: City of Goldendale, 1103 S Columbus Ave, Goldendale, WA 98620

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Goldendale lodging tax funds used for Event or Facility \$ \_\_\_\_\_

4. Total Cost of Event or Facility \$ \_\_\_\_\_

5. Estimated total event attendance or user count for the facility: \_\_\_\_\_

6. Estimated total number of Out-of-State participants: \_\_\_\_\_

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. \_\_\_\_\_

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. \_\_\_\_\_

3) Staying for the day only and traveling more than 50 miles. \_\_\_\_\_

4) Attending but not included in one of the three categories above. \_\_\_\_\_

8. Describe methodology used to determine the attendance figures answered in questions 5,6 and 7.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail or phone number: -----

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE JAYCEES

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Goldendale Jaycees, c/o P. O. Box 322, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "JAYCEES".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by JAYCEES under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

#### IV. COMPENSATION

The JAYCEES will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VL DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A- Statement of Work
- Appendix B - Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C- Post EvenVActivity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

**GOLDENDALE JAYCEES**

By: \_\_\_\_\_  
Title: Mayor

**Byui**  
Title: President

ATTEST:

By: \_\_\_\_\_  
City Clerk

JAYCEES Federal 10 No:

27-1721751

Date: \_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address: P. O. Box 322  
Goldendale, WA 98620

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE CENTRAL KLICKITAT COUNTY PARK AND REC. DISTRICT

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Central Klickitat County Park and Rec. District, c/o P. O. Box 640, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "CKCPRD".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by CKCPRD under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

#### IV. COMPENSATION

The CKCPRD will be paid in accordance with "Appendix 8 - Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Record Keeping and Reporting
- Appendix C - Post Event/Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

By: \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

**CENTRAL CLICKITAT COUNTY**  
PARK DISTRICT

By: \_\_\_\_\_  
Title: President  
L-0, Afbol

CKCPRD Federal 10 No:

Cf \- 100LS-1

Address: P. O. Box 640  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. "CKCPRD" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of CKCPRD for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement CKCPRD shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the CKCPRD's activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

CKCPRD agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. CKCPRD is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of CKCPRD's services hereunder in utilizing the results of such services.

### 5. INDEMINIFICATION

CKCPRD shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including CKCPRD's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with CKCPRD's performance of this Agreement. CKCPRD's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of CKCPRD (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of CKCPRD, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CKCPRD under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER*

SUCH ACTS. CK CPRD ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The CK CPRD shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-Qf-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, CK CPRD shall have the right to cancel this agreement, in writing, within 30 days of the request.

CK CPRD shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by CK CPRD to GOLDENDALE for clarification. All work affected by such conflicts, discrepancies, errors or omissions which is performed by CK CPRD prior to clarification by Goldendale shall be CK CPRD 's risk.

8. NONDISCLOSURE

CK CPRD agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to CK CPRD prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by CK CPRD from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. CK CPRD further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, CK CPRD further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by CK CPRD with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve CK CPRD or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*CKCPRD* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *CKCPRD* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *CKCPRD*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *CKCPRD* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *CKCPRD* and GOLDENDALE in the compensation to be paid *CKCPRD* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *CKCPRD* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by Law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *CKCPRD* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *CKCPRD* of responsibility for proper performance of the services.

## 14. AUDITS

The *CKCPRD* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

## **IS. REPORTS AND RECORDS**

The CKCPRD shall provide reports submitted in the manner directed by GOLDENDALE. The CKCPRD shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the CKCPRD in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

## **16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by teletypewriter with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

**APPENDIX A**

**SCOPE OF WORK**

Advertise, market, and operate the parade and entertainment for the Community Days festival on the courthouse lawn, including but not limited to, the setup and coordination of the sound system and the hiring of the entertainers. The entertainment will generally occur on Friday, July 3 and Saturday, July 4, 2015

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,  
RECORD KEEPING AND REPORTING**

COMPENSATION

Date:	Amount Due	Aggregate
May 31	\$ 2,000.00	\$2,000.00
June 30	\$ 2,000.00	\$4,000.00
July 31	\$ 2,000.00	\$6,000.00
August 31	\$ 1,000.00	\$7,000.00
September 30	\$ 1,000.00	\$8,000.00
TOTAL	\$ 8,000.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the JAYCEES in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

REPORTING AND RECORD KEEPING

JAYCEES shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The JAYCEES shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE CENTRAL KLIKITAT COUNTY PARK AND REC. DISTRICT

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Central Klickitat County Park and Rec. District, c/o P. O. Box 640, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "CKCPRD".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by CKCPRD under this Agreement is set forth in "Appendix A- Statement of Work," attached hereto.

#### IV. COMPENSATION

The CKCPRD will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Record Keeping and Reporting
- Appendix C - Post Event/Activity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

By: \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

**CENTRAL KLICKITAT COUNTY  
PARK AND REC. DISTRICT**

By:   
Title: President *Manager*  
*Lori L. Anderson*

CKCPRD Federal 10 No:  
q 20DL\51le

Address: P. O. Box 640  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. "CKCPRD" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of CKCPRD for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement CKCPRD shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the CKCPRD's activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

CKCPRD agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. CKCPRD is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of CKCPRD's services hereunder in utilizing the results of such services.

### 5. INDEMNIFICATION

CKCPRD shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including CKCPRD's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with CKCPRD's performance of this Agreement. CKCPRD's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of CKCPRD (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of CKCPRD, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CKCPRD under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER*

SUCH ACTS. CKCPRD ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *CKCPRD* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, CKCPRD shall have the right to cancel this agreement, in writing, within 30 days of the request.

*CKCPRD* shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *CKCPRD* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *CKCPRD* prior to clarification by Goldendale shall be *CKCPRD's* risk.

8. NONDISCLOSURE

*CKCPRD* agrees that **it** will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *CKCPRD* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *CKCPRD* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *CKCPRD* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *CKCPRD* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *CKCPRD* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *CKCPRD* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*CKCPRD* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *CKCPRD* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *CKCPRD*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *CKCPRD* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *CKCPRD* and GOLDENDALE in the compensation to be paid *CKCPRD* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *CKCPRD* had not so failed, the termination shall be deemed to have been effected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *CKCPRD* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *CKCPRD* of responsibility for proper performance of the services.

## 14. AUDITS

The *CKCPRD* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The CKCPRD shall provide reports submitted in the manner directed by GOLDENDALE. The CKCPRD shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the CKCPRD *in* connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

**APPENDIX A**  
**SCOPE OF WORK**

Advertise, market, and operate the Golden Man Triathlon on Saturday, June 20, 2015

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Date:	Amount Due	Aggregate
July 31	\$ 500.00	\$ 500.00
TOTAL	\$ 500.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the CKCPRD in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2014. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

REPORTING AND RECORD KEEPING

CKCPRD shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Exhibit C.

The CKCPRD shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE MOTORSPORTS ASSOCIATION

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Goldendale Motorsports Association, c/o P. O. Box 481, Goldendale, WA 98620, a non profit corporation, hereinafter referred to as the "GMA".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism related facilities, or operation of tourism related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by GMA under this Agreement is set forth in "Appendix A-Statement of Work," attached hereto.

#### IV. COMPENSATION

The GMA will be paid in accordance with "Appendix B Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

**VI. DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C - Post EvenUActivity Information Report for Lodging Tax Recipients

**VII. ADMINISTRATION**

Goldendale's Contracting Officer for this work is Clint Baze, Mayor or his designee.

**VIII. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

**IX. EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**CITY OF GOLDENDALE**

**GOLDENDALE MOTORSPORTS ASSOCIATION**

By: \_\_\_\_\_  
Title: Mayor

By:   
Title: resident

**ATTEST:**

By: \_\_\_\_\_  
- City Clerk

GMA Federal ID No:

91-2096159

Date: \_\_\_\_\_  
\_\_\_\_

Address: P. O. Box 481  
Goldendale, WA 98620

Address: 1103 S. Columbus  
Goldendale, WA 98620

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GENERAL TERMS AND CONDITIONS

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1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.  
"GMA" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of GMA for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement GMA shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the GMA 's activities will be at its own risk.

4. PROFESSIONAL CONDUCT

GMA agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. GMA is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of GMA 's services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

GMA shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including GMA 's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with GMA 's performance of this Agreement. GMA 's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of GMA (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of GMA, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the GMA under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.*

GMA ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *GMA* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, GMA shall have the right to cancel this agreement, in writing, within 30 days of the request.

*GMA* shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *GMA* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *GMA* prior to clarification by Goldendale shall be *GMA*'s risk.

8. NONDISCLOSURE

*GMA* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *GMA* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GMA* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *GMA* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *GMA* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *GMA* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *GMA* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the Laws of the State of Washington.

*GMA* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *GMA* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *GMA*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *GMA* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *GMA* and GOLDENDALE in the compensation to be paid *GMA* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *GMA* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by Law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *GMA* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *GMA* of responsibility for proper performance of the services.

## 14. AUDITS

The *GMA* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The GMA shall provide reports submitted in the manner directed by GOLDENDALE. The GMA shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the GMA in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

**APPENDIX A**  
**SCOPE OF WORK**

Advertise, market, and operate two events:

1. Car show during Community Days on Saturday, July 4, 2015
2. Concourse de Maryhill at the Maryhill Museum on Saturday, October 3, 2015

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Date:	Amount Due	Aggregate
May 31	\$ 1,000.00	\$1,000.00
June 30	\$ 1,000.00	\$2,000.00
July 31	\$ 1,000.00	\$3,000.00
August 31	\$ 1,000.00	\$4,000.00
September 30	\$ 1,000.00	\$5,000.00
TOTAL	\$5,000.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GMA in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

REPORTING AND RECORD KEEPING

GMA shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The GMA shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

**Post Event/Activity Information Report for Lodging Tax Recipients**

Festivals, special events and tourism-related facilities

**Report is due immediately after event but no later than January 31, 2016**

**Email to: [lbellamy@ci.goldendale.wa.us](mailto:lbellamy@ci.goldendale.wa.us) or**

**Mail to: City of Goldendale, 1103 S Columbus Ave, Goldendale, WA 98620**

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Goldendale lodging tax funds used for Event or Facility \$ — — — — —

4. Total Cost of Event or Facility \$ \_\_\_\_\_

5. Estimated total event attendance or user count for the facility: \_\_\_\_\_

6. Estimated total number of Out-of-State participants: \_\_\_\_\_

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. \_\_\_\_\_

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. \_\_\_\_\_

3) Staying for the day only and traveling more than 50 miles. \_\_\_\_\_

4) Attending but not included in one of the three categories above. \_\_\_\_\_

8. Describe methodology used to determine the attendance figures answered in questions 5,6 and 7.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail or phone number: \_\_\_\_\_

AGENDA BILL: G2

AGENDA TITLE: CAPITAL OUTLAY FOR PURCHASE OF A  
NEW POLICE VEHICLE

DATE: FEBRUARY 17, 2015

**ACTION REQUIRED:**

ORDINANCE. \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_!X -  
RESOLUTION \_\_\_\_\_ OTHER. \_\_\_\_\_  
MOTION \_\_\_\_\_ ----=-X=-----

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**EXPLANATION:**

A proposal to purchase police vehicles was discussed at the Budget Committee meeting held January 14, 2015. The committee recommended that one new vehicle be purchased using the state bid for police vehicles. Attached is the vehicle quote of \$34,722.06, exclusive of licensing fees. It was also recommended that the one new police vehicle be purchased by the Drug Enforcement and Investigative Fund. That fund has \$40,000.00 available funds to purchase this vehicle. A future budget amendment will need to be approved.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO APPROVE A CAPITAL OUTLAY REQUEST FOR THE PURCHASE OF A NEW POLICE CAR USING THE QUOTE FROM THE WA STATE DEPARTMENT OF ENTERPRISE SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THIS PURCHASE IN THE AMOUNT OF \$34,722.06 EXCLUSIVE OF LICENSE FEES.**

# Contract Automobile Request System (CARS)

## Create Vehicle Quote

### Contract & Dealer Information

#### Contract

#: 03713- Police Vehicles [View Contract](#)

Dealer: Columbia Ford Nissan - W403  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: mariet@colford.com

Order Code	Vehicle Description	Base Price
2314-502-001	Base Vehicle, Ford Police Interceptor Utility/SUV AWD (K8A/500A) <a href="#">View contract standard specifications</a>	\$261587.00

### Organization Information

Organiz.:  of2 [My org is not listed](#)

Address: [gpdchief@ci.goldendale.wa.us](mailto:gpdchief@ci.goldendale.wa.us)

### Color Options

Color Name	Qty
sterling Gray Metallic	1 <a href="#">Edit</a>

Tax Exempt: Yes

### Vehicle Options

Order Code	Option Description	Unit Price
2314-502-002	Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct) (DLR)	(\$130.00)
2314-502-003	Credit for pickup from Dealer (Orders for Western Washington) (Deduct) (DLR)	(\$30.00)
2314-502-004	Alternative Engine, 3.5L V6 EcoBoost with 6-speed Automatic Transmission (131mph top speed)( 99T/44C)	\$3,274.00
2314-502-005	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C, Cargo Wiring Upfit Package #67G, Ultimate Wiring	\$31088.00



Package #67U; plus: Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring with additional input/output pigtailed; high current pigtail; Wheln Specific WECAN cable (console to cargo area) connects Cencom to Control Head; Pre-wiring for grille LED lights, siren and speaker #60A, Rear console Plate #85R: Grille linear LED lights (Red/Blue); 100-Watt Siren/Speaker; Hidden Door-Lock Plunger/Rear Door Handles Inoperable #52P; Wiring Harness with two)(2) 50-Amp battery and ground circuits in RH rear quarter](67H)

2314-502-006	Cargo Wiring Upfit, Includes Rear Console Plate #85R; wiring overlay harness with lighting and siren interface connections; Vehicle Engine Harness: two (2) light connectors to support up to six (6) LED lights, two (2) grille light connectors, two (2) 50-amp battery ground circuits in right hand rear-quarter power distribution junction block, one (1) 10-amp siren/speaker circuit (engine to cargo area); Whelen Lighting PCC8R Control Head; Whelen PCC8R Light Relay Center mounted behind 2nd row seat; Light controller/relay center wiring Uumper harness); Whelen Specific Cable (console to cargo area)(Connects PCC8R to Control Head); Pre-wiring for grille LED lights, siren and speaker #60A)] (Does not include LED Lights; Recommend Police Wire Harness Connector Kits #47C and 21P) (67G)	\$1'193.00
.2314-502-007	Front Headlamp/Housing Only (Includes pre-drilled hole for side marker police use and pre-molded side warning LED holes with standard twist lock sealed capability)(does not include LED installed lights)(N/A with Ready for the Road Package #67H) (86P)	\$113.00
2314-502-008	Front Headlamp Lighting Solution, Includes base projector beam headlamps plus two (2)multi-function park/turn/warn(PTW) bulbs for wig-way simulation and two (2) white hemispheric lighthouse LED side warning lights; pre-wire for grille LED lights, siren and speaker #60A)(LED lights included, controller not included)(N/A with Ready for the Road Package #67H) (66A)	\$813.00
2314-502-009	Rear Lighting Solution [Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass, two (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)( LED lights only. Wiring, controller not included) (66C)	\$406.00
2314-502-010	Tail Lamp Lighting Solution (includes two (2) rear integrated white LED Lights in tail lamps) (Included with Ready for the Road Package #67H ) (66B)	\$379.00
2314-502-011	Ultimate Wiring Package [Includes Rear Console Mounting Plate #85R, Pre-wiring for grille LED lights, siren and speaker #60A, Plus: Wiring harness 1/P to Rear (overlay): two (2) light cables- supports up to six (6) LED lights (engine compartment/grille), two 92) 50-amp battery and ground	\$491.00

circuits in RH rear-quarter, one (1) 10-amp siren/speaker circuit engine cargo area; rear hatch/cargo area wiring -supports up to six (6) rear LED lights] (Recommend Police Wire Harness Connector Kits #47C and #21P) (N/A with Interior Upgrade Pkg #65U, Cargo Wiring Upfit Pkg #67G or Ready for the Road Pkg #67H)( 67U)

2314-502-012	Police Wire Harness Connector Kit-Front (For connectivity to Ford PI Package Solutions)[Includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] (47C)	\$95.00
2314-502-013	Police Wire Harness Connector Kit-Rear (For connectivity to Ford PI Package Solutions)[Includes one (1) 2-pin connector for rear lighting, one (1) 2-pin connector, six (6) female 4-pin connectors, six (6) male 4-pin connectors, one (1) 10-pin connector](21P)	\$118.00
2314-502-014	Interior Upgrade, (Includes full carpeting, carpeted floor mats, center floor console w/ cupholders)(retains column shifter)(deletes standard console mounting plate between front seats) (Not available with Ready for the Road or Cargo Wiring Packages)(65U)	\$348.00
2314-502-015	Auxiliary Air-Conditioning (N/A with Cargo Storage Vault #63V) (17A)	\$543.00
2314-502-016	Ballistic Door Panel - Driver only (90D)	\$1,411.00
2314-502-017	Ballistic Door Panels - Driver & Passenger Front Door (90E)	\$2,824.00
2314-502-018	Badge Delete (16D)	\$0.00
2314-502-019	BLIS Blind Spot Monitoring with Cross-traffic Alert DELETE (also deletes Heated Sideview Mirrors)(May be ordered separately #549) (D55B) (Deduct)	(\$415.00)
2314-502-020	Heated Sideview Mirrors (only order if deleting BUS #55B)(549)	\$55.00
2314-502-021	Cap, Locking Gas (19L)	\$18.00
2314-502-022	Carpeting In Lieu of Rubber Floor Covering (16C)	\$112.00
2314-502-023	Daytime Running Lights (942)	\$37.00
2314-502-024	Dark Car Feature (courtesy lamp disable when any door is opened) (43D)	\$16.00
2314-502-025	Delayed Warranty Start, customer submits request at www.fordwsd.com	\$0.00
2314-502-026	Dome Lamp - Red/White in Cargo Area(17T)	\$46.00
2314-502-027	Doors/Locks: Rear Door Handles Inoperable / Locks Operable (68L)	\$33.00
2314-502-028	Doors/Locks: Rear Door Handles Inoperable / Locks Inoperable (68G)	\$33.00
2314-502-029	Doors/Locks: Hidden Door Lock Plunger with Rear Door Handles Operable (52H)	\$125.00
2314-502-030	Doors/Locks: Hidden Door Lock Plunger with Rear Door Handles Inoperable (included with Ready for the Road Package #67H)(52P)	\$143.00
2314-502-031	Fleet Keyed Alike (Call dealer for available key codes)(N/A with Remote Keyless Entry #595) (KEY)	\$44.00
2314-502-032	Heater, Engine Block (41H)	\$32.00

- 2314-502-033 Perimeter Anti-Theft Alarm (activated by hood, door or liftgate)(Must also order Remote Keyless Entry #595)(593)	\$108.00
: 2314-502-034 Pre-Wiring for grille lamp, siren and speaker (60A)	\$47.00
., 2314-502-035 Power Windows, Driver Control (deletes rear window power controls) (18W)	\$20.00
< 2314-502-036 Remote Keyless Entry w/Two Transmitters (N/A with Fleet Keyed Alike) (595)	\$235.00
2314-502-037 Rear Console Plate (wiring conduit from front console plate to rear seat) (N/A with Interior Upgrade Package #65U or Front Console Plate Delete #85D) (85R)	\$32.00
· 2314-502-038 Reverse Sensing System (76R)	\$245.00
., 2314-502-039 Rearview Camera DELETE (video is displayed in rearview electrochromic mirror)(D21B) (Deduct)	(\$218.00)
2314-502-040 SYNC Basic Voice-Activated Communications System DELETE (Includes single USB port and single auxiliary audio input jack) (Must also delete Rearview Camera (D53M) (Deduct)	(\$263.00)
., 2314-502-041 Remappable (4) switches on steering wheel (if ordered with SYNC, includes Voice Button) (61R/61S)	\$139.00
· 2314-502-042 Siren/Speaker 100 Watt (includes bracket & pigtail) (18X)	\$268.00
· 2314-502-043 Spot Lamp- driver only (incandescent bulb) (51Y)	\$181.00
· 2314-502-044 Spot Lamp- dual (incandescent bulbs) (51Z)	\$297.00
., 2314-502-045 Spot Lamp, LED Bulb, Driver Only (Unity)(51R)	\$355.00
2314-502-046 Spot Lamp, LED Bulb, Driver Only (Whelen)(51T)	\$374.00
2314-502-047 Spot Lamps, LED Bulbs, Dual (Unity)(51S)	\$552.00
2314-502-048 Spot Lamps, LED Bulbs, Dual (Whelen)(51V)	\$594.00
2314-502-049 Side Marker LED, Sideview Mirrors (Must also order 2314-502-034 Pre-Wiring for grille lamp, siren and speaker)(63B)	\$202.00
2314-502-050 Stock Vehicle Upcharge (Call dealer or SPO for availability) Delivery within 7 days when available (DLR)	\$250.00
.. 2314-502-051 Service Wiring Diagram, Paper (DLR)	\$87.00
· 2314-502-052 Wheel covers (18" full face wheel covers) (64B)	\$55.00
· 2314-502-053 Privacy Glass DELETE 2nd & 3rd Row (replaces with solar-tinted glass) (92G)	\$110.00
2314-502-054 Privacy Glass DELETE 2nd Row Only (replaces with solar-tinted glass) (92R)	\$78.00
2314-502-055 Roof Rack Side Rails, Black (68Z)	\$90.00
2314-502-056 Deflector Plate (std on EcoBoost engine)(76D)	\$298.00
- 2314-502-057 Two-Tone Vinyl-Roof Only, White(91H)	\$437.00
· 2314-502-058 Two-Tone Vinyl, White, (RH/LH Front Doors)(91J)	\$275.00
2314-502-059 Two-Tone Vinyl Wrap Package #1, White (Roof, RH/LH Front Doors, RH/LH Rear Doors)(91A)	\$748.00

2314-502-060 Two-Tone Vinyl Wrap Package #2, White (Roof & Hood)(91B)	\$748.00
2314-502-061 Two-Tone Vinyl Wrap package #3, White (Roof, RH/LH Front Doors) (91C)	\$623.00
2314-502-062 Vinyl Word Wrap, "POLICE", non-reflective white lettering, located on LH/RH sides of vehicle(91D)	\$708.00
2314-502-063 Vinyl Word Wrap, "POLICE", reflective white lettering, located on LH/RH sides of vehicle(91F)	\$708.00
2314-502-064 Vinyl Word Wrap, "POLICE", reflective black lettering, located on LH/RH sides of vehicle(91E)	\$708.00
2314-502-065 Vinyl Word Wrap, "SHERIFF", non-reflective white lettering, located on LH/RH sides of vehicle(91G)	\$708.00
2314-502-066 Full carpeting, includes 1st & 2nd row floor mats (included with Interior Upgrade Package #65U)(16C)	\$114.00
<del>2314-502-067 2nd Row Vinyl Seats in lieu of cloth</del>	<del>(\$54.00)</del>
2314-502-068 Front Console Mounting Plate Delete (N/A with Cargo Wiring Upfit Pkg #67G, Ready for the Road Pkg #67H, Ultimate Wiring Pkg #67U or Rear Console Plate #85R)(850)	\$0.00
2314-502-069 Cargo Storage Vault (includes lockable door)(N/A with Auxiliary Air-Conditioning #17A)(63V)	\$219.00
2314-502-070 Scuff Guards (protective wrap edging located on front edge of both rear doors and top surface of rear bumper)(550)	\$82.00
2314-502-071 Noise Suppression Bonds (Ground Straps)(60R)	\$90.00
2314-502-073 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled(DLR)	\$38.00
2314-502-074 Flare Kit, 3 Piece Triangle with Storage Box for Roadside Emergency Use, uninstalled(DLR)	\$51.00
2314-502-075 Keys, Set of Two Instead of Four (Deduct) (DLR)	(\$5.00)
2314-502-076 Door Panels, Rear Doors (TPO, Setina) (DLR)	\$218.00
2314-502-077 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket (DLR)	\$38.00
2314-502-078 Flare Kit, 3 Piece Triangle, for roadside emergency use (DLR)	\$51.00
2314-502-079 Manuals, Service (CD) (DLR)	\$221.00
2314-502-080 Mud Flaps, HD Plastic (Set of 4) (DLR)	\$90.00
2314-502-081 Push Bumpers HD, Upgrade, fender, Describe (Setina PB5)(Fender Wraps) to be ordered with Setina Push Bumpers) (DLR)	\$364.00
2314-502-082 Push Bumper, HD w/ Welded Upper Cross Support, Describe Setina PB400 (DLR)	\$388.00
2314-502-083 Push Bumper, Lighted Pursuit, Front/Side Red/Blue LEOs, Describe Setina PB450L4 (DLR)	\$785.00
2314-502-084 Undercoating(DLR)	\$95.00
2314-502-085 Window Barriers, Rear Doors, HD Steel Bars Setina)(Installed)(DLR)	\$178.00
2314-502-086 Window Barriers, Rear Doors, Polycarbonate Panels (Setina)(DLR)	\$195.00
2314-502-087 Partition, Front Horizontal with Sliding Polycarbonate Window, installed	\$598.00

(Setina 10VS)(DLR)

2314-502-088	Partition, Front Horizontal with Sliding Polycarbonate Window, Double Weapon System including lower recess extension panel, one standard shotgun lock, one adjustable universal lock with key override and timer (installed)(Setina 10VSRP/DWS)(DLR)	\$955.00
2314-502-089	Partition, Front "XL" Upgrade with center and side recess panel (allows additional legroom for rear right-side passenger)(Only available with 10VS or 10VSRP Partition)(Setina XL)(DLR)	\$100.00
2314-502-090	Partition, Rear Metal Mesh (installed)(Setina 12VS)(DLR)	\$415.00
2314-502-091	Partition, Rear Polycarbonate Panel (installed)(Setina 12VS/P)(DLR)	\$440.00
2314-502-092	Seat, AEDEC Rear Prisoner Transport with Center-Originating Seat Belts(Includes rear partition with metal mesh)(factory seat shipped loose) (installed)(AED/CB)(DLR)	\$895.00
2314-502-093	Seat, AEDEC rear partition, polycarbonate upgrade installed over mesh (Only available with AEDEC Rear Seat)(DLR)	\$40.00
2314-502-094	Seat, Setina HD TPO Rear Prisoner Transport Seat (installed over factory seat)(Must order with Rear Partition 12VS or 12VS/P)(Setina SPT)(DLR)	\$568.00
2314-502-095	Extra Remote Keyless Entry Fob, programmed (only available with Remote Keyless Entry #595)(DLR)	\$68.00
2314-502-096	Vehicle Push Bumper, Lighted Pursuit, Front/Side Red/Blue LEOS, Front Center Clear Linear Strobe, installed (Setina PB450L5)(DLR)	\$885.00
2314-502-097	Rear Cargo Storage Module, Lower Drawer, Upper Locking Box (retains access to spare tire), installed (must also order Setina 12VS Rear Partition)(Setina)(DLR)	\$1,018.00
2314-502-098	Rear Aedec Screen DELETE when ordering AEDEC Prisoner Transport Seat (must order Setina 12VS partition)(DLR)	(\$160.00)
2314-502-099	Rear Quarter Glass Side Marker Lights (63L)	\$405.00
2314-502-100	18" Painted Aluminum Wheels (64E)	\$424.00

**Quote Totals**

Total Vehicles: **1**  
 Sub Total: **\$32,061.00**  
 8.3% Sales Tax: **\$2,661.06**  
 Quote Total: **\$34,722.06**

Vehicle Menu

Clear Form !

Create Quote



# QA

If a city leases a yet-to-be constructed facility from private party, must that private party pay prevailing wages for the construction of the facility?

Maybe. If the facility is being constructed by the private party through a contract with the city, under which the city will rent, lease, or purchase the facility after it is completed, and the city's use will be of at least fifty percent of the facility, then prevailing wages must be paid. See RCW 39.04.260.

If the city does piggyback off of another jurisdiction's contract, must it file the authorizing interlocal agreement with the county auditor?

RCW 39.34.040 requires that, before the interlocal agreement is effective, it must be filed with the county auditor. Due to 2006 legislation, the agreement may alternatively be filed by subject in the city's web site or with some other electronically retrievable public source.

Must an interlocal agreement be in place before a city may piggyback or buy off another jurisdiction's contract? Based upon the language of the RCW 39.34.030(5)(b), which references piggybacking off contracts that have been "awarded," in the past tense, and language from an informal Attorney General memorandum, the answer seems clear that a city can piggyback after the fact. Brian Buchholz, an Assistant Attorney General, wrote in a 2003 memorandum:

Our current interpretation of the law is that, although such an agreement may be a good business practice to ensure compliance with particular bid law requirements, it is not legally necessary to have entered an interlocal agreement prior to utilizing another entity's contract.

[O]ur interpretation of general local government bidding requirements is that public agencies may subsequently avail themselves of purchase contracts entered by other public agencies if (1) the contract is determined to have been awarded in compliance with all bidding requirements of the agency seeking to purchase, ... [and] there is no statutory provision prohibiting the purchase.<sup>77</sup>

One of the bidding requirements, the need to provide notice for bids, was altered as to purchases made cooperatively by legislation adopted in 2004.<sup>78</sup> Instead of requiring notice in each of the jurisdictions seeking to purchase under a cooperative agreement, the notice requirement can be satisfied for all the participating jurisdictions if the jurisdiction awarding the contract meets its own statutory requirements and either posts the bid or solicitation notice on a website established and maintained for the purpose of posting public notice of bid or proposal solicitations, or provides an access link on the state's web portal to the notice.

Cities frequently use the authority granted in RCW 39.34.030 to make purchases through the Office of State Procurement (OSP) of the Department of Enterprise Services. Cities may be able to realize savings through the OSP's quantity purchasing, although an annual subscription fee is charged to participate. In order to make such purchases, a municipality must enter into a written agreement (an intergovernmental cooperative purchasing agreement) with the state Department of Enterprise Services, a copy of which is filed with the city

<sup>77</sup>Memorandum dated April 1, 2003 from Brian Buchholz, Assistant Attorney General, to Carine Pennington, State Auditor's Office Manager. Language deleted in section quoted due to change in law in 2004.

<sup>78</sup>Chapter 190, Laws of 2004 (RCW 39.34.030(5)).

clerk and the county auditor. (A copy of such a purchasing agreement, including annual subscription fees, appears at the end of this publication as Appendix C.) The OSP then sends to the city lists of contracts that have been entered into by that department with suppliers (vendors) and that the city is eligible to use. These contracts are general in nature and are obtained by the department from the various vendors. The vendors agree to provide the same items to cities under the same terms and conditions as provided to state agencies.

If a city decides to make a purchase under one of the listed contracts, it notifies the department of its intent to do so, and the department sends the city a copy of the particular contract.<sup>79</sup> The contract contains instructions on the procedures used to make purchases. Under most contracts, the city or town makes the purchase directly from the vendor. In some cases, such as the purchase of motor vehicles, the department requires the purchase to be made through its office.



We "piggybacked" on a county contract to purchase a grader last year having entered into an interlocal agreement for such a purpose with the county. The county is now going to buy more graders from the same vendor without going out for bids. Can we piggyback on this purchase?

Maybe. If the city (and county) can say in good faith that last year's purchase was not meant to be a one-time purchase, it might be able to argue that this year's purchase is covered by last year's arrangement with the vendor. However, a city may not utilize a piggybacking arrangement as a means to circumvent the bid law. The safest course here is to solicit new bids.

Does a city have to enter a new interlocal agreement every time it makes a purchase on another city's contract?

A separate agreement must be made with each public agency whose contract the city wishes to purchase from. However, a city can enter an interlocal agreement with another city to cover purchases of many different items. It does not need a separate agreement for each item.

<sup>79</sup>Cities may also receive a list of contracts, contract history, current contract information, vendor registration packets, and other miscellaneous information by fax. The number to call for the Office of State Procurement Customer Service is (360) 902-7400.

AGENDA BILL: G3

AGENDA TITLE: LITTLE LEAGUE PARK USE WAIVER  
REQUEST

DATE: FEBRUARY 17, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_:X:\_\_\_\_\_

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_:X=-----

---

**EXPLANATION:**

Please find attached a public property use application by the Goldendale Little League for use of Ekone Park baseball fields. They are requesting that the league be allowed to use both fields at Ekone Park for practices and games on Monday through Saturday from March 23rd through June 4<sup>th</sup> and to waive the fees. This arrangement will allow the newly formed board of directors to improve two of the little league fields in each of the next two years.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO AUTHORIZE THE EXECUTION OF A PERMIT TO ALLOW THE LITTLE LEAGUE TO UTILIZE THE EKONE PARK BASEBALL FIELDS FOR THEIR 2015 AND 2016 SEASONS.**





AGENDA BILL: G4

AGENDA TITLE: INTERLOCAL AGREEMENT WITH COUNTY  
FOR ADDITIONAL ROW OF CAFTRON  
ROAD

DATE: FEBRUARY 17, 2015

ACTION REQUIRED:

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION  X  : , : \_\_\_\_\_

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EXPLANATION:

Klickitat County Public Works intends to improve Crafton Road. Crafton Road borders the west property line at the Sewer Treatment Plant site. Attached are documents explaining their request.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ACCEPT THE FORMAL OFFER FOR THE PURCHASE OF PROPERTY FOR ADDITION RIGHT OF WAY ON CRAFTON ROAD IN THE AMOUNT OF \$1,550.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS TO FINALIZE THE AGREEMENT.

KLICKITAT COUNTY  
**PUBLIC WORKS DEPARTMENT**



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228 WEST MAIN STREET, MAIL STOP, CH-19, GOLDENDALE, WASHINGTON 98620 • FAX 509 773-5713 • VOICE 509 773-4616  
GORDON J. KELSEY, P.E. - PUBLIC WORKS DIRECTOR

February 5, 2015

City of Goldendale  
1103 S Columbus  
Goldendale, WA 98620

Re: Crafton Road, County Road Project No. 328

Dear Landowner,

Klickitat County plans to proceed with the above-referenced project. As part of this project, certain property or property rights need to be purchased from you as identified on the enclosed right-of-way plan as Project Parcel 0416300000500.

The formal offer for the purchase of the property or property rights is as follows:

Lands Conveyed by Warranty Deed: 0.98 acres(@ \$1,279.31 per acre x 120%):	\$1,504.48
Improvements:	\$ 0.00
<b>Total (rounded):</b>	<b>\$1,550.00</b>

Your property has been examined, and a value for the acquisition area has been established using the Project Funding Estimate / Administrative Offer Summary Process. All elements have been considered which contribute to the present value of the entire property, disregarding any increase or decrease caused by the project for which the property is needed.

You may wish to employ professional services to evaluate the County's offer. If you do so, we suggest you employ well-qualified evaluators so the resulting evaluation report will be useful to you in deciding whether to accept the County's offer. The County will reimburse up to \$750.00 of your evaluation costs upon submission of the bill or paid receipt per RCW 8.25.020.

You may expect payment to be made available approximately 45 days after you accept the County's offer, provided that there are no delays in clearing the title and closing. The date on which payment is made available is called the "date of closing." On that date, the County

becomes the owner of the easement purchased and responsible for its control and management.

If an agreement cannot be reached, the County, acting in the public interest, will use its right of eminent domain to acquire the above-referenced property or property rights for public use. In conformity with the Washington State Constitution and laws, the County Attorney will file a condemnation suit to obtain a "Court Order of Public Use and Necessity" and arrange a trial to determine the just compensation to be paid for the property.

Enclosed please find the following:

- A. A plan sheet showing the property rights we wish to acquire.
- B. The necessary legal documents for the transferring of the property or property rights to the Klickitat County.
- C. A voucher setting forth the details of this transaction.
- D. A "Taxpayer Identification Number" (W-9) Solicitation.
- E. An Escrow Agreement (if necessary)
- F. Copy of "Transportation Property Needs and You"

Particulars of the property and/or property rights to be acquired are set forth in the document(s) of conveyance to the Klickitat County.

Your acceptance of the offer will be demonstrated by your signing the enclosed documents, having them notarized where so indicated, and returning them to Klickitat County. You may visit a Notary of your choice, however, I am a Notary and available to meet with you to notarize the documents if you so desire. I have marked the areas for you to fill-out by affixing a "sign here sticker." Do not fill out any other areas unless so noted to do so. If two owners are signing, only one will need to fill out the attached W-9 form. Once you have filled out all the documents please mail them back to me at:

Jeff Hunter Assistant  
County Engineer Klickitat  
County PWD  
228 W. Main, MS-CH 19  
Goldendale, WA 98620

Internal Revenue Service regulations require that an information report on Real Estate transactions over \$600.00 be filed. As part of the agreement you will be required to provide Klickitat County with information necessary for the filing of Form 1099S (Taxpayer Identification Number form).

Klickitat County has, by this letter, provided a statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. May

we please have your reply as to acceptance or rejection of this offer before **February 20,2015**.

Thank you for your cooperation in this matter. Should you have any questions, please feel free to contact me.

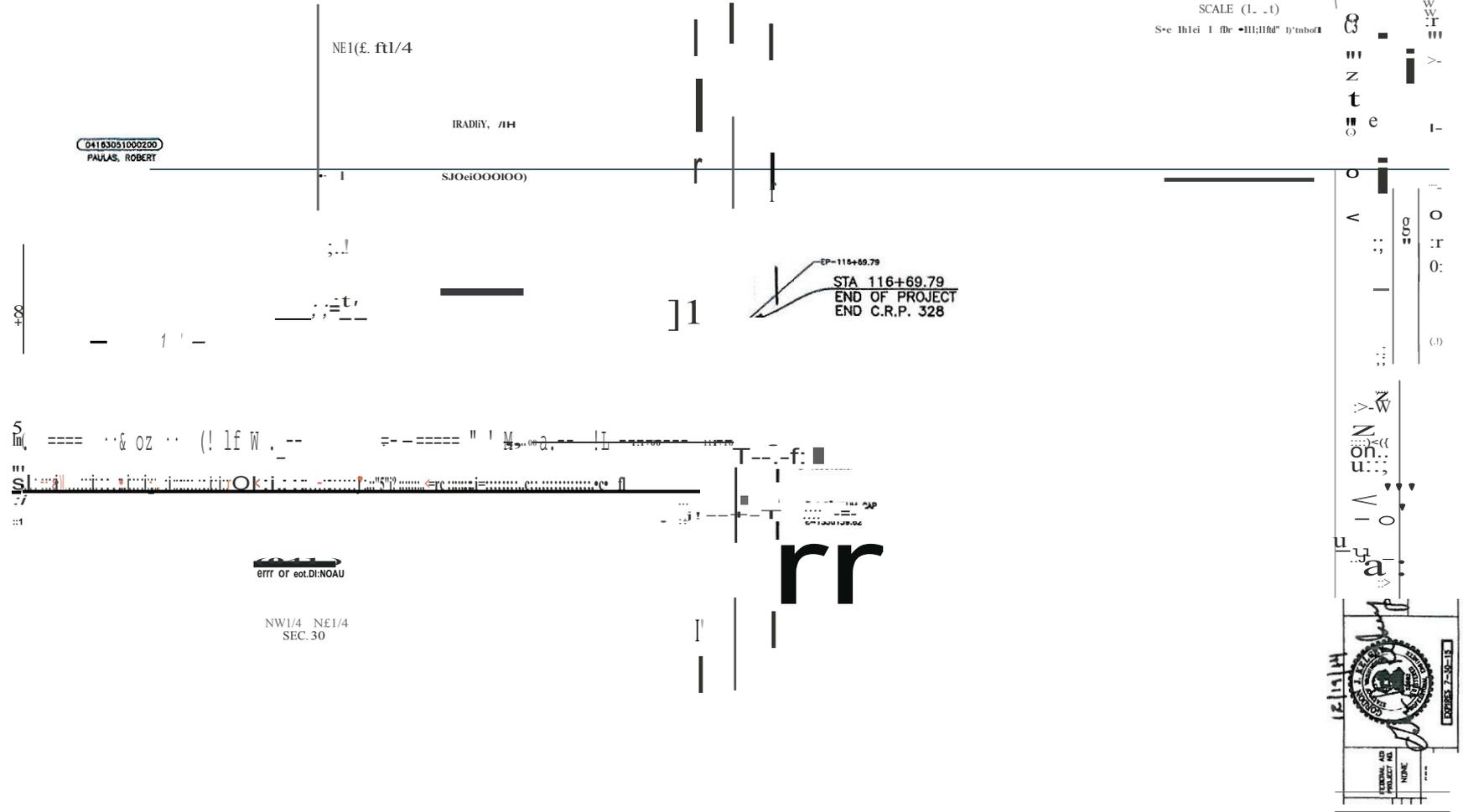
Sincerely,

A stylized handwritten signature in blue ink, consisting of a vertical line on the left, a colon, and the letters 'tf'.

Assistant County Engineer  
Klickitat County PWD  
(509) 773-4616  
[jeffh@klickitatcounty.org](mailto:jeffh@klickitatcounty.org)

T. 4 N., R. 16 E., W.M.

oto.ao ao 110  
 SCALE (1. - t)  
 See the 1 for "H:R" b'nbol



04183051000100	BRADLEY, RYAN	4.78 AC	0.00 AC	0.21 AC	0	0.21 AC	4.78 AC
04183051000200	PAULAS, ROBERT	4.81 AC	0.00 AC	0.23 AC	0	0.23 AC	4.81 AC
04183000000500	CITY OF GOLDENDALE	236.15 AC	0.88 AC	2.71 AC	0	3.69 AC	232.46 AC
PARCEL NO.	NAME	TOTAL AREA	NEW R/W	EXIST. R/W	EXCESS	TOTAL R/W	REMAINDER

OWNERSHIP



Sheet 1

8

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OF

8

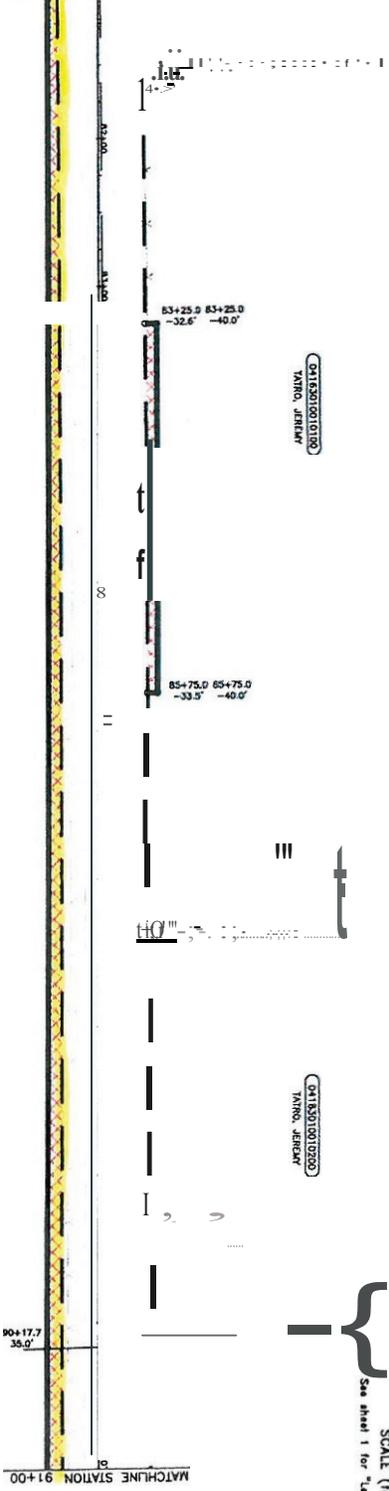
IKKI'S



T. 4 N R. 16 E

MATCHLINE STATION 81+00

MATCHLINE STATION 91+00



04183001001000  
TAMRO, JEREMY

04183001001000  
TAMRO, JEREMY

SCALE (feet)  
See sheet 1 for "Legend"



NW 1/4 SE 1/4  
SEC. 30

OWNERSHIP

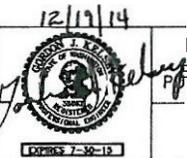
04183001001000	TAMRO, JEREMY
04183001001000	TAMRO, JEREMY
04183000000000	CITY OF SPOKANE
PATCH NO.	NAME



SHEET	5
	DATE: 11/21/2014
CHECKED BY:	JEFF HUNTER
COUNTY ENGINEER:	GORDON HOLSEY

FEDERAL AID PROJECT NO. NONE

328

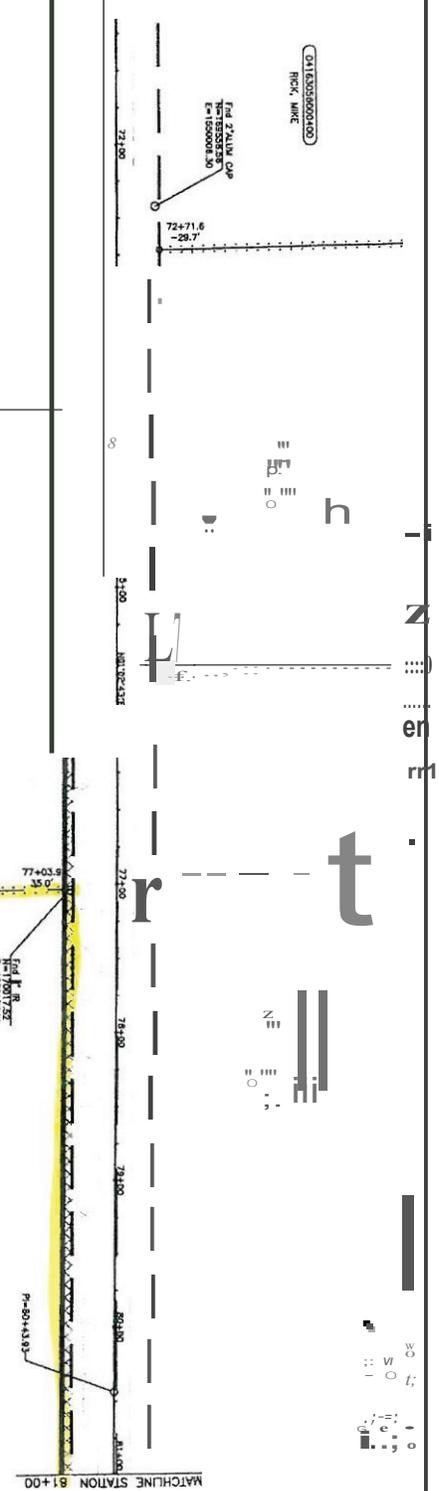


KLICKITAT COUNTY  
PUBLIC WORKS DEPARTMENT

CRAFTON ROAD  
w.P. 0.9 TO HORSESHOR ar\*\* 00A0

KLICKITAT, WASHINGTON  
RIGHT OF WAY SHEET

MATCHLINE STATION < 71+00



(0418300070390)  
RSSL, TV

EXHIBIT 5  
28

(0418300005500)  
CITY OF GOLDENDALE  
NW 1/4, SE 1/4  
SEC. 30

PARCEL NO.	NAME	TOTAL AREA (AC)	R/W	EXISTS	TOTAL R/W	REMARKS
0418300000010	RICK, WIFE	5.00 AC	0.00 AC	0	0.00 AC	5.00 AC
0418300000100	DUNFORTH, SHON	5.01 AC	0.20 AC	0	0.20 AC	5.01 AC
0418300000200	PARRY, LEWIS	20.00 AC	0.00 AC	0	0.41 AC	20.00 AC
0418300000300	ROSS, TY	9.75 AC	0.04 AC	0	0.23 AC	9.48 AC
0418300000400	ROSS, TY	11.73 AC	0.04 AC	0	0.22 AC	11.47 AC
0418300000500	CITY OF GOLDENDALE	236.15 AC	0.98 AC	0	3.68 AC	232.48 AC
	TOTAL AREA (NEW R/W)		2.71 AC			
	TOTAL R/W				3.68 AC	232.48 AC

OWNERSHIP

4

DATE:	12/21/2014
DESIGN ENGINEER:	SETH SCAROLA
CHECKED BY:	JEFF HUNTER
COUNTY ENGINEER:	GORDON KELSEY

FEDERAL AID PROJECT NO. NONE  
328



KLICKITAT COUNTY PUBLIC WORKS DEPARTMENT

CRAFTON ROAD  
W.P. 09 TO HORSESHOE BEHO ROAD  
KLICKITAT, WASHINGTON  
RIGHT OF WAY SHEET

AGENDA BILL: G5

AGENDA TITLE: INTERLOCAL REIMBURSABLE  
AGREEMENT WITH KLICKITAT COUNTY  
PUBLIC WORKS

DATE: FEBRUARY 17, 2015

ACTION REQUIRED:

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_  \_\_\_\_\_  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_  \_\_\_\_\_

---

EXPLANATION:

Please find attached a reimbursable agreement between Klickitat County and the City of Goldendale. This is a standard agreement that is adopted for a five year term.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE REIMBURSABLE AGREEMENT BETWEEN KLICKITAT COUNTY AND THE CITY OF GOLDENDALE FOR A FIVE YEAR TERM UNTIL DECEMBER 31, 2020



KLICKITAT COUNTY  
PUBLIC WORKS DEPARTMENT



---

228 W. MAIN ST., MS-CH 19, GOLDENDALE WASHINGTON 98620 • FAX 509 773-5713 • VOICE 509 773-4616  
GORDON J. KELSEY; PE: PUBLIC WORKS DIRECTOR

February 6, 2015

City of Goldendale  
1103 South Columbus  
Goldendale, Washington 98620

RE: Reimbursable Agreement

As of December 31, 2014 the Reimbursable Agreement between your agency and Klickitat County expired. If you would like to renew this agreement, please sign the enclosed form and return to our office for execution. Once this agreement is signed by the Board of County Commissioners, I will send a copy back to you for your records.

I have attached a copy of your expired agreement for your information. If you have any questions, please call.

Very truly yours,

Office Manager IT

# AGREEMENT

Contract No. \_\_\_\_\_

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Klickitat County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "COUNTY" and City of Goldendale, hereinafter referred to as the "AGENCY".

Witnesseth: It is hereby covenanted and agreed as follows:

1. For each project to be performed under this contract this agency will make written application on a request form supplied by the County. The County reserves the right to deny or approve each application of the Agency on an individual basis.
2. The County shall provide the services necessary for the execution of the project or work of the Agency and in providing such services, the County Engineer may exercise all the powers and perform all the duties vested by Law in the Agency.
3. The Agency hereby agrees to reimburse the County for the cost of the construction or maintenance work performed by the Public Works Department, based on the actual cost of equipment rental, engineering, material and labor plus all cost for fringe benefits to labor, including, but not limited to, Social Securities, retirement, industrial and medical aid cost, prorated sick leave, holidays, vacation time, and group medical insurance. In addition thereto four (4) per cent of the total cost may be added for overhead cost for accounting, billing and administrative services provided. The County shall submit to the Agency a statement of the cost and within thirty (30) days thereafter, the Agency shall pay to the County the amount of said statement.
4. The County and the Agency mutually agree to indemnify, hold harmless and defend the other from any losses, demands, actions or causes of action as a result of any act of activity on their part or by their agents or employees up to the degree of their respective negligence because of or in any way arising out of the work to be performed under this Agreement. The obligation to indemnify, hold harmless and defend does not apply for acts due to the sole negligence of one party or due to the gross negligence of a party.
5. The Agency agrees to procure and maintain in full force and effect, and the County to be a named insured, general liability insurance in the sum of not less than \$1,000,000 per occurrence.
6. It is understood and agreed between the parties that this contract cannot be assigned, transferred, or any portion subcontracted hereunder, by the County without the prior written permission of the Agency.
7. The County in the performance of work under this contact shall abide by the provisions of RCW 35.77.020, 030, 040 and/or RCW 39.34 and/or RCW 36.75.200 whichever is applicable and WAC 136-32 (RCW 35.77.020 requires adoption of this agreement by Resolution of the Board of County Commissioners and by Ordinance by the City Council in the case of work on City Streets.)

8. The terms of this agreement shall be until December 31, 2020, and shall be renewable for a five (5) year term upon the mutual written consent of the parties.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Agency Ordinance No. \_\_\_\_\_

\_\_\_\_\_  
Name of Agency

Approved as to Form:

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
Agency Attorney

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

\_\_\_\_\_  
Title



IN WITNESS WHEREOF, the parties here to have signed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015

BOARD OF COUNTY COMMISSIONERS  
Klickitat County, Washington

\_\_\_\_\_  
Rex F. Johnston, Chairman

\_\_\_\_\_  
David M. Sauter, Commissioner

\_\_\_\_\_  
Jim Sizemore, Commissioner

ATTEST:

Clerk of the Board

\_\_\_\_\_  
In and for the County of Klickitat,  
State of Washington

APPROVED AS TO FORM:

**n:Zt2snf**

Klickitat County Prosecuting Attorney

# AGREEMENT

Contract No. C04210 \_\_\_\_\_

This agreement made and entered into this 9 day *rfJ* / . 2010 by and between Klickitat County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "COUNTY" and City of Goldendale, hereinafter referred to as the "AGENCY".

Witnesseth: It is hereby covenanted and agreed as follows:

1. For each project to be performed under this contract this agency will make written application on a request form supplied by the County. The County reserves the right to deny or approve each application of the Agency on an individual basis.
2. The County shall provide the services necessary for the execution of the project or work of the Agency and in providing such services, the County Engineer may exercise all the powers and perform all the duties vested by law in the Agency.
3. The Agency hereby agrees to reimburse the County for the cost of the construction or maintenance work performed by the Public Works Department, based on the actual cost of equipment rental, engineering, material and labor plus all cost for fringe benefits to labor, including, but not limited to, Social Securities, retirement, industrial and medical aid cost, prorated sick leave, holidays, vacation time, and group medical insurance. In addition thereto four (4) per cent of the total cost may be added for overhead cost for accounting, billing and administrative services provided. The County shall submit to the Agency a statement of the cost and within thirty (30) days thereafter, the Agency shall pay to the County the amount of said statement.
4. The County and the Agency mutually agree to indemnify, hold harmless and defend the other from any losses, demands, actions or causes of action as a result of any act of activity on their part or by their agents or employees up to the degree of their respective negligence because of or in any way arising out of the work to be performed under this Agreement. The obligation to indemnify, hold harmless and defend does not apply for acts due to the sole negligence of one party or due to the gross negligence of a party.
5. The Agency agrees to procure and maintain in full force and effect, and the County to be a named insured, general liability insurance in the sum of not less than \$1,000,000 per occurrence.
6. It is understood and agreed between the parties that this contract cannot be assigned, transferred, or any portion subcontracted hereunder, by the County without the prior written permission of the Agency.

7. The County in the performance of work under this contact shall abide by the provisions of RCW 35.77.020, 030, 040 and/or RCW 39.34 and/or RCW 36.75.200 whichever is applicable and WAC 136-32 (RCW 35.77.020 requires adoption of this agreement by Resolution of the Board of County Commissioners and by Ordinance by the City Council in the case of work on City Streets.)
8. The terms of this agreement shall be until December 31, 2014, and shall be renewable for a five (5) year term upon the mutual written consent of the parties.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Agency Ordinance No. \_\_\_\_\_

CITY OF GOLDENDALE  
Name of Agency

Approved as to Form:

1163 S COLUMBIA AVE

GOLDENDALE WA 98020  
Address of Agency

\_\_\_\_\_  
Agency Attorney

By: Jason

Mayor  
Title

Approved as to Form:

BOARD OF COUNTY COMMISSIONERS  
Klickitat County, Washington

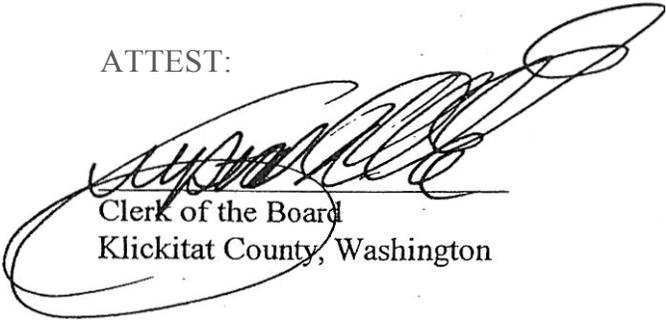
**Pr**

ATTEST:

Rep J. Johnston  
Chairman

Ray Thayer  
Commissioner

Alan Carter  
Commissioner

  
Clerk of the Board  
Klickitat County, Washington

AGENDA BILL: G6

AGENDA TITLE: SKATE PARK LOCATION AND ANALYSIS-  
REFER TO PUBLIC WORKS COMMITTEE

DATE: FEBRUARY 17, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION, \_\_\_\_\_:X -  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_:X \_\_\_\_\_

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**EXPLANATION:**

At the January 5, 2015 council meeting the council referred the Ekone Park Skate Park discussion to the Ordinance Committee. The Ordinance Committee met on January 20th and February 9th to discuss this matter. It was recommended by the Ordinance Committee to refer the matter to the Public Works Committee for cost estimating and location analysis for the replacement of the Skate Park.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

Concurrence of the council to refer discussion about costs and location of the Skate Park to the Public Works Committee.

**MOTION:**

AGENDA BILL: H1

AGENDA TITLE: SPECIAL MARKET CONDITION FOR  
PURCHASE OF USED TRUCK FOR FIRE  
DEPARTMENT

DATE:

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_ X  
RESOLUTION \_\_\_\_\_ X --- OTHER \_\_\_\_\_  
MOTION X

---

**EXPLANATION:**

At the Budget Committee meeting on January 14th it was recommended that the Fire Department search for a used truck that could be retrofitted with the proper equipment for a second brush rig for its fleet of vehicles. The attached Resolution describes the efforts made by the Fire Department to find a used vehicle that would meet their needs. The resolution declares the purchase of the used truck shall not be subject to the requirement of competitive bidding due to special market conditions.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO ADOPT RESOLUTION NO. 628 THAT WILL APPROVE A CAPITAL OUTLAY IN THE AMOUNT OF \$30,000.00 AND A PURCHASE OF A USED 2007 GMC 4 WD CREW CAB DUE TO SPECIAL MARKET CONDITIONS IN THE AMOUNT OF \$19,956.75 PLUS TAXES AND LICENSE COST.**

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**RESOLUTION NO.628**

**A RESOLUTION OF THE CITY OF GOLDENDALE, WASHINGTON  
AUTHORIZING THE PURCHASE OF A USED FIRE TRUCK**

**WHEREAS**, the City of Goldendale Fire Department advised the City Public Safety Director that the Fire Department was in need of a second brush rig for its fleet of vehicles, and

**WHEREAS**, the Public Safety Director determined it would be more cost effective to search for and purchase a used truck that could be retrofitted with the proper equipment, and

**WHEREAS**, a presentation to the budget committee was made on January 14, 2015 wherein the budget committee recommended the Fire Department look for a used truck that would meet the needs of the Department, and

**WHEREAS**, the Fire Department Assistant Fire Chief determined that the truck specifications should include a four door, Long box, Four Wheel Drive, Red or white in color, % to 1 ton and room in the cab for crew transport and medical supplies, and

**WHEREAS**, the Fire Department Assistant Fire Chief searched web sites and made telephone calls to various equipment sales yards that sell this type of equipment, including the major dealerships in The Dalles, Oregon, Valley Ford in Union Gap, Washington and Seaport Auto Sales in Oregon City, Oregon, and

**WHEREAS**, a used 2007 GMC 4WD Crew cab was available at Gladstone Mitsubishi in Milwaukie, OR for a short period of time, and

**WHEREAS**, an adequate budget exists to purchase this vehicle, and the cost of the truck and accessories is estimated at \$30,000, and

**WHEREAS**, Gladstone Mitsubishi indicated that this deal was only available for a short period of time and that they, or the other dealers contacted, do not have a comparable piece of equipment at a competitive price, and

WHEREAS, the Public Safety Director believes the price for this used fire truck from Gladstone Mitsubishi is a highly favorable price and will be sold to another party before the City has the time to comply with formal bidding requirements, and

WHEREAS, the Fire Department will add the required accessories to the fire truck,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, THAT

Section 1. That the City Council of the City of Goldendale approve a capital outlay for the purchase and outfitting of a second brush rig for the Goldendale Fire Department in the amount of \$30,000, and

Section 2. That the purchase of a used 2007 GMC 4WD Crew cab shall not be subject to the requirements of competitive bidding under the exemptions provided by RCW 39.04.280(1)(b) due to special market conditions and that the payment in the amount of \$19,956.75, plus taxes and license costs, be approved.

READ, APPROVED AND PASSED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, this 17th day of February, 2015

\_\_\_\_\_  
Clinton Baze, Mayor

Attest:

\_\_\_\_\_  
Connie Byers, Clerk-Treasurer



Purchaser agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Purchaser holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Purchaser agrees to pay any lost title replacement fees. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 3C above is the amount Dealer agrees to credit to Purchaser's account, providing Purchaser accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Purchaser's down payment. If the payoff balance (amount owing) exceeds the amount shown on line 3C above, Purchaser shall pay the deficiency in cash on demand.

PAYOFF OWED TO \_\_\_\_\_

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 Service: 503-513-6600



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## Used 2007 GMC Sierra 2500HD Classic SLE

877-630-8711

MSRP: \$24,552  
 Your Price: \$21,884

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Vehicle Location...

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V(hiclr Drt:.

Trim: SLE  
 Stock#: 21052AM  
 VIN: 1GTHK23U17F106052  
 Exterior Color: Summit White  
 Interior Color: Dark Pewter  
 Mileage: 95,472  
 Doors: 4  
 Passengers:  
 Engine: v 8 61 Gasoline  
 Transmission: Auto  
 Drivetrain: 4WD



Gladstone Mitsubishi  
 18500 SE McLoughlin Blvd.  
 Milwaukie, OR 97267

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- Air Conditioning
- Front dual zone A/C
- Power steering
- 4-Wheel Disc Brakes
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- Front anti-roll bar
- Front wheel independent suspension

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- Fully\* automatic headlights
- External Engine Oil Cooler
- External Transmission Oil Cooler
- Bumpers: chrome
- Rear step bumper
- Driver door bin
- Front Cupholders
- Passenger vanity mirror
- Rear seat center armrest
- Tachometer
- Tilt steering wheel
- Voltmeter
- Split folding rear seat
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- 4.10 Rear Axle Ratio
- 4x4 / AWD / Four Wheel
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122,376 miles  
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103,151 miles  
Stock#: 21253  
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Used 2008 GMC Acadia SLT-1  
101,399 miles  
Stock#: A1127  
Yukon, Oregon \$17,000



Used 2008 GMC Yukon XL Denali  
185,864 miles  
Stock#: 21285  
Yukon, Oregon Titanium 00G



Used 2006 GMC Yukon XL Denali  
106,142 miles  
Stock#: A1066  
Your Price: \$13,888



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Based on 2007 EPA mileage estimates, reflecting new EPA fuel economy methods beginning with 2008 models. Use for comparison purposes only. Do not compare to models before 2008. Your actual mileage will vary depending on how you drive and maintain your vehicle.

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**Gladstone Mitsubishi**  
18500 SE Mccloughlin Blvd.  
Milwaukie, OR 97267  
Sales: 877-630-8711  
Service: 503-513-6600  
Parts: 503-513-6600

**Sales Hours**  
Monday 9:00am-9:00pm  
Tuesday 9:00am-9:00pm  
Wednesday 9:00 am - 9:00 pm  
Thursday 9:00 am - 9:00 pm  
Friday 9:00 am - 9:00 pm  
Saturday 9:00 am - 9:00 pm  
Sunday 10:00 am - 8:00pm

**Service Hours**  
Monday 7:30 am - 5:30 pm  
Tuesday 7:30 am - 5:30 pm  
Wednesday 7:30 am - 5:30 pm  
Thursday 7:30 am - 5:30 pm  
Friday 7:30 am - 5:30 pm  
Saturday 8:00 am - 5:00 pm  
Sunday Closed

**Parts Hours**  
Monday 8:00 am - 5:30 pm  
Tuesday 8:00 am - 5:30 pm  
Wednesday 8:00 am - 5:30 pm  
Thursday 8:00 am - 5:30 pm  
Friday 8:00 am - 5:30 pm  
Saturday 8:00 am - 5:00pm  
Sunday Closed

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Goldendale Fire Department  
 225 W. Court St  
 Goldendale, WA 98620

# Quote

Date: February 9, 2015

Phone: 509-773-4240  
 email: Gdalefire@gorge.net

Description	Amount
	1917
umper with from Les Schwab	1764
Light Bar from Galls	550
6 Led Lights	1427.99
Siren Kit from Galls	431.94
2 antenna from spectrum communications	265.98
Fire Extinguisher 20 lb from Cascade co2	102
Fire Extinguisher 20 lb from Cascade ABC	375
Lettering from Bob	194.21
Strobe Kit from Galls	1000
	329.99

Total 8358.11

AGENDA BILL: 11

AGENDA TITLE: SECOND READING MARIJUANA BAN  
ORDIANCE

DATE:

ACTION REQUIRED:

ORDINANCE \_\_\_\_\_

COUNCIL INFORMATION \_\_\_\_\_

RESOLUTION \_\_\_\_\_

OTHER \_\_\_\_\_

MOTION \_\_\_\_\_;  ---

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EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT ORDINANCE NO. 1447 AMENDING TITLE 17: ZONING OF THE GOLDENDALE MUNICIPAL CODE, PROHIBITING PRODUCTION, PROCESSING AND/OR SALE OF MARIJUANA IN ALL ZONING DISTRICTS WITHIN THE CITY OF GOLDENDALE

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON  
ORDINANCE NO. 1447**

**AN ORDINANCE OF THE CITY OF GOLDENDALE,  
WASHINGTON, Amending Title 17: Zoning, of the Goldendale  
Municipal Code, prohibiting production, processing and/or sale of  
marijuana in all zoning districts within the City of Goldendale.**

**WHEREAS**, in 1998, the voters of the State of Washington approved Initiative Measure No. 692, now codified as Chapter 69.51A RCW, entitled the Medical Use of Marijuana Act, which created an affirmative defense to state criminal liability for seriously ill persons who are in need of marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances; and

**WHEREAS**, the legislature adopted ESSB 5073, with certain provisions vetoed by the Governor, which became effective July 22, 2011, which enacted provisions intended to authorize the establishment and operation of "collective gardens" for medical marijuana purposes subject to land use powers of municipalities within the State of Washington; and

**WHEREAS**, on November 6, 2012, the voters of the State of Washington approved Initiative Measure No. 502 ("Initiative 502"), which decriminalized possession and use of marijuana for "recreational uses" and established a licensing protocol for marijuana production, processing, and retailing and tasking the Washington State Liquor Control Board the responsibility to establish regulations and licensing marijuana products; and

**WHEREAS**, Congress passed the Comprehensive Drug Abuse Prevention and Control Act of 1970, Pub.L. No. 91-513, 84 Stat. 1236, to create a comprehensive drug enforcement regime it called the Controlled Substances Act, 21 U.S.C. § 801-971. Under the Controlled Substances Act (also "CSA"), Congress established five "schedules" of controlled substances. Controlled substances are placed in specific schedules based upon their potential for abuse, their accepted medical use in treatment, and the physical and psychological consequences of abuse of the substance. See 21 U.S.C. § 811(b); and

**WHEREAS**, marijuana is currently listed as a "Schedule I" controlled substance, 21 U.S.C. § 812(c), Schedule I(c)(10). For a substance to be designated a Schedule I controlled substance, it must be found: (1) that the substance "has a high potential for abuse;" (2) that the substance "has no currently accepted medical use in treatment in the United States;" and (3) that "[t]here is a lack of accepted safety for use of the drug or other substance under medical supervision." 21 U.S.C. § 812(b)(1). The Controlled Substances Act sets forth procedures by which the schedules may be modified. See 21 U.S.C. § 811(a); and

**WHEREAS**, under the Controlled Substances Act, it is unlawful to knowingly or intentionally "manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense, a controlled substance," except as otherwise provided in the statute. 21

U.S.C. § 841(a)(1). Possession of a controlled substance, except as authorized under the Controlled Substances Act, is also unlawful; and

**WHEREAS**, the United States Supreme Court has held in *Gonzales v. Raich*, 545 U.S. 1 (2005), that Congress was within its rights and powers under the Commerce Clause to regulate marijuana as a Schedule I controlled substance pursuant to the Controlled Substances Act. And that, under the Supremacy Clause of the U.S. Constitution, the Federal Controlled Substances Act will prevail over any conflicting state law; and

**WHEREAS**, Court decisions in other jurisdictions have held that local legislation authorizing conduct and uses in violation of the Federal Controlled Substances Act are in conflict with such federal legislation and thus preempted by the federal law [cf., *Pack v. Superior Court*, 199 Cal. App. 4<sup>th</sup> 1070 (2011); *Emerald Steel Fabricators v. Bureau of Labor and Industries*, 348 Or. 159 (2010)]; and

**WHEREAS**, on January 16, 2014, the Washington State Attorney General issued an opinion (AGO 2014-2) concluding that Initiative 502 does not preempt counties, cities, and towns from banning marijuana production, processing, and retail businesses within their jurisdictions, and concluding that the issuance of a license from the Liquor Control Board does not entitle licensees to locate or operate a marijuana processing, producing or retail business in violation of local rules or without necessary approval from local jurisdictions, concluding that local jurisdictions are permitted under the law to prohibit such activities; and

**WHEREAS**, WAC 314-55-020(11) promulgated by the WSCLB under the authority of I-502 describes the license permit process and includes the following limitation:

(11) The issuance or approval of a license shall not be construed as a license for, or an approval of, any violations of local rules or ordinances including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements; and

**WHEREAS**, pursuant to Article 11, § 11 of the State Constitution, the general police powers granted to the City of Goldendale empower and authorize the City of Goldendale to adopt land use controls to provide for the regulation of land uses within the City and to provide that such uses shall be consistent with applicable law; and

**WHEREAS**, Ordinance No. 1440 was adopted by the City Council on September 15, 2014, adopting a six-month moratorium prohibiting the production, processing, and/or retail sale of recreational marijuana within all zoning districts within the City of Goldendale; and

**WHEREAS**, on October 20, 2014, the City Council conducted a properly advertised public hearing regarding said moratorium; and

**WHEREAS**, on November 17, 2014 the City Council referred to the Planning Commission, for recommendation after a public hearing, consideration of the zoning process and the complex issues surrounding implementation of I-502; and

**WHEREAS**, City staff submitted for Planning Commission consideration proposed text amendments to Goldendale Municipal Code Title 17: Zoning, regarding production, processing and/or retail sale of marijuana; and

**WHEREAS**, the Planning Commission conducted a properly advertised public hearing on January 15, 2015, to hear testimony on the proposed text amendments; and

**WHEREAS**, the City Council finds and determines that approval of such amendments prohibiting production, processing and/or retail sales of marijuana in the City of Goldendale is supported by the case law and the Opinion of the Washington State Attorney General, and is in the best interests of residents of the City of Goldendale and will promote the general health, safety and welfare; and

**WHEREAS**, the City Council finds and determines that the prohibition of marijuana production, processing and retail uses is within the City's regulatory authority; and

**WHEREAS**, the City Council finds and determines that regulation of marijuana for recreational or medical purposes is subject to the authority and general police power of the City to develop specific and appropriate land use controls regarding such uses, and the City Council reserves its powers and authority to appropriately amend, modify and revise such prohibition to implement such land use controls in accordance with applicable law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City Of Goldendale, as follows:

**Section 1.** Goldendale Municipal Code section 17.04.620, Prohibited Uses, shall be amended to read as follows:

**17.04.620 Prohibited Uses.**

"Prohibited uses" mean any use which is not specifically enumerated or interpreted as allowable in that district. Provided, further, that the following uses are also prohibited:

Marijuana-related land uses, including marijuana retail sale, production, or processing facilities, collective gardens, and/or dispensaries, as may be allowed under state law, are expressly prohibited from locating or operating in any zone within the City of Goldendale.

No land use shall be permitted or authorized which is determined to be in violation of any local, state, or federal law, regulation, code, or ordinance.

**Section 2.** The moratorium adopted on September 15, 2014, shall terminate upon the date all provisions of this ordinance become effective in accordance with Section 3 below.

**Section 3.** This ordinance shall take effect five (5) days after passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on February 17, 2015.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

PUBLICATION:  
EFFECTIVE:

AGENDA BILL: 12

AGENDA TITLE: SECOND READING MESCHER RE-ZONE

DATE: FEBRUARY 17, 2015

ACTION REQUIRED:

ORDINANCE  \_\_\_\_\_

COUNCIL INFORMATION  \_\_\_\_\_

RESOLUTION \_\_\_\_\_

OTHER \_\_\_\_\_

MOTION  \_\_\_\_\_

---

EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT ORDINANCE NO. 1448 IN THE MATTER OF MAP/ZONE CHANGE REQUEST PURSUANT TO CHAPTER 17.66.020 OF THE GOLDENDALE MUNICIPAL CODE

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**ORDINANCE NO. 1448**

**IN THE MATTER OF MAP/ZONE CHANGE REQUEST PURSUANT TO CHAPTER  
17.66.020 OF THE GOLDENDALE MUNICIPAL CODE**

**APPLICANT:** Michelle and Randy Mesecher

**WHEREAS**, following a public hearing on January 15, 2015, the Planning Commission of the City of Goldendale made its report, findings of fact, conclusions and recommendation to the City Council in the matter of the Map/Zone Change Request of Michelle and Randy Mesecher, and therein recommended that appropriate zoning map changes from Highway Commercial (HC) to Suburban Residential (SR) to the subject property be granted, and

**WHEREAS**, the notice of the public hearing before the Planning Commission on Map/Zone Change was published in the Goldendale Sentinel on December 31, 2014, was posted on the property and was mailed to all landowners within 300 feet of the subject property boundaries on December 29, 2015 and

**WHEREAS**, the City Council approved and accepted the recommendation of the Planning Commission to grant the request for a map/zone change from Highway Commercial (HC) to Suburban Residential (SR), and found that the recommendation of the Planning Commission should be adopted, and

**WHEREAS**, the City Council finds that the rezone is in the public interest and is consistent with the rezone criteria contained in the Goldendale Municipal Code and as required by Washington law, and

**WHEREAS**, the City Council hereby adopts the recommendation of the Planning Commission, and incorporates by reference as fully as if herein set forth the Planning Commission's findings of fact and conclusions,

**NOW, THEREFORE,** the City Council of the City of Goldendale does ordain as follows:

The hereinafter described real property is hereby rezoned from Highway Commercial (HC) to Suburban Residential (SR):

Lot 1 G-BL 2011-04 in NWSE 21-4-16 Tax #04162111040100 and  
Lot 2 G-SP 2010-01 in NWSE 21-4-16 Tax #04162110010200

The City Administrator or his designee is hereby authorized and directed to amend the "Official Zoning Map of the City of Goldendale" maintained pursuant to GMC § 17.02.030 to reflect said change.

**EFFECTIVE DATE:** This ordinance shall take effect five days after its publication.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE,  
WASHINGTON, THIS 17TH DAY OF FEBRUARY, 2015.**

\_\_\_\_\_  
Clint Baze, Mayor

ATTEST:

\_\_\_\_\_  
Connie Byers, Clerk-Treasurer

AGENDA BILL: 13

AGENDA TITLE: SECOND READING FOR WATER RATE  
ORDINANCE FOR PARKS

DATE: FEBRUARY 17, 2015

ACTION REQUIRED:

ORDINANCE  COUNCIL INFORMATION  'X'  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION  X ---  
\_\_\_\_\_

EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT ORDINANCE NO. 1449 AMENDING CHAPTER 13.04 OF THE  
GOLDENDALE MUNICIPAL CODE

CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON

ORDINANCE NO. 1449

AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON,  
AMENDING CHAPTER 13.04 OF THE GOLDENDALE MUNICIPAL CODE

WHEREAS, the current water rates for irrigation at the city parks are the same as rates for a single family residential service, and

WHEREAS, the irrigation for city parks are the single largest user behind Puget Sound Energy, and

WHEREAS, the cost to serve these services is reduced by only using water at low demand times thereby lowering pumping costs required during high demand times,

WHEREAS, service line infrastructure is 15 times less than residential needs,

WHEREAS, the use of this water serves the public good and benefits the community,

NOW THEREFORE, the City Council of the City of Goldendale, Washington, do ordain as follows:

13.04.161 Irrigation- City Parks rate charge.

Water rates shall be \$0.95 per hundred cubic foot for usage for all city parks water meters.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, THIS 17TH DAY OF FEBRUARY, 2015.

APPROVED:

\_\_\_\_\_  
Clinton Baze, Mayor

ATTEST:

\_\_\_\_\_  
Connie Byers, Clerk/Treasurer