GOLDENDALE CITY COUNCIL
REGULAR MEETING MARCH
7, 2016
7:00PM

A. Call to Order
   1. Pledge of Allegiance

B. Roll Call

C. Public Hearing

D. Agenda
   1. Approval of Agenda
   2. ConsentAgenda
      a. Approval of Minutes
      b. Claims
      c. Payroll
      d. Other

E. Presentations

F. Department Reports

G. Council Business
   1. Agreements for Approved Tourism Awards

H. Resolutions
   1. Funding for Tourism Events & Festivals

I. Ordinances
   1. First Reading -Amending GMC Chapter 17

J. Report of Officers and City Administrator

K. Public Comment

L. Executive Session

M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MARCH 21, 2016 AT 7:00 PM.

AGENDA TITLE: **CONSENT AGENDA**

DATE: **MARCH 7, 2016**

ACTION REQUIRED:

ORDINANCE._____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:
The consent agenda includes the following:
Minutes of the February 16, 2016 regular council meeting, minutes of the February 22, 2016 special meeting, first pay period February checks #45893-45937, 900582 in the amount of $74,942.95, March 7, 2016 claims checks #45935-46032, 900584-900585 in the amount of $50,572.66, voided check #45938

FISCAL IMPACT:
Payroll checks in the amount of $74,942.95, claims checks in the amount of $50,572.66.

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 16, 2016
7:00PM

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

ROLL CALL

7:00:02 PM

PRESENT: Mayor Michael A Canon Council
Member Lucille Bevis Council
Member Len Crawford Council
Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member John Sullivan

STAFF: City Administrator Larry Bellamy
Clerk-Treasurer Connie Byers
Public Works Director Karl Enyeart
Deputy Fire Chief Noah Halm
Police Chief Reggie Bartkowski
Youth Liaison Hanna Hoffman

ABSENT: None

AGENDA AND CONSENT AGENDA

It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to accept the agenda and consent agenda.

7:00:19 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

DEPARTMENT REPORTS

Reggie reported that for the first time the Klickitat County Sheriff Office wants to cross commission all of the Goldendale Police Officers. The ceremony will be on February 29th at the Police Department.

Noah reported that the truck that has been in Yakima for 2 months is now back.

Karl stated that the WCNIP bid opening is taking place tomorrow at 2:00. The blue reservoir is being drained for an inspection on Thursday at 10:00.

COUNCIL BUSINESS

Capital Outlay for CAT CVP-40 Plate Compactor

Karl explained that the plate compactor that is on our backhoe is in need of replacement.

It was moved by Council Member Gary Hoctor, seconded by Council Member Len Crawford, to approve a capital outlay for a CAT CVP-40 plate compactor from Peterson CAT in The Dalles Oregon in the amount of $5,912.50 (sales tax included).

7:08:42 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Klickitat County EMS District No 1 Nomination for Appointment to Director Position No 2

Larry explained that position number 2, which represents the three cities in Klickitat County, is vacant and need to be filled.

It was moved by Council Member Gary Hoctor, seconded by Council Member Len Crawford, to approve the nomination of Tony Gilmer to Director Position No.2 representing the three cities in Klickitat County, on the Klickitat County Emergency Medical Services District No. 1.

7:11:05PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor

Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Carmen thanked the Police Department for the extra patrol through the school zones.

Andy has had complaints about the cigarette butts downtown.

Mayor Canon stated that the Washington State Department of Commerce and Community Economic Revitalization Board will be here this week.

Larry stated the Event Committee will meet Saturday and the Ordinance Committee will be on the fourth Monday of the month.

PUBLIC COMMENT

Terry Luth stated that he appreciated the invitation to the active shooter training.

Ken McKune thanked Public Works for filling the pothole on Grant and Main.

EXECUTIVE SESSION

It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to go into executive session for 30 minutes.

7:19:17 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

7:49 Came out of executive session

It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to go into executive session for 15 minutes.

The Mayor announced that we came out of executive session at 8:04 with no decisions made.

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

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Guy Theriault
	Council Member Carmen Knopes
	Council Member John Sullivan
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 7-0.

_____

Michael Canon, Mayor

_____

Connie Byers, Clerk-Treasurer

GOLDENDALE CITY COUNCIL
SPECIAL MEETING
FEBRUARY 22, 2016
7:00PM

Mayor Michael Canon opened the special meeting of the Goldendale City Council

ROLL CALL

6:59:03 PM

PRESENT:	Council Member Lucille Bevis Mayor Michael A Canon Council Member Len Crawford Council Member Andy Halm Council Member Gary Hoctor Council Member Guy Theriault Council Member John Sullivan
STAFF:	City Administrator Larry Bellamy Clerk-Treasurer Connie Byers
ABSENT:	Council Member Carmen Knopes

Mayor Canon read the notice of the special meeting.

Larry explained that we need to resolve a potential litigation matter first, then we will get into the open session portion of the meeting.

It was moved by Council Member Len Crawford, seconded by Council Member Guy Theriault, to go into executive session for 15 minutes.

7:00:35 PM

AYES:	Council Member Lucille Bevis Council Member Len Crawford Council Member Andy Halm Council Member Gary Hoctor Council Member Guy Theriault Council Member John Sullivan
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 6-0.

7:15:02 PM

Mayor Canon announced that we are out of executive session with no decisions made.

Larry explained that we have issues regarding a contract award.

Karl explained the issues with the contract award and gave the pros and cons to the solution. He recommended to award the contract to POW Construction.

Council concurred to move forward with awarding the bid to POW Construction

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

7:43:50 PM

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Guy Theriault
	Council Member John Sullivan
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 6-0.

_____

Michael A Canon, Mayor

_____

Connie Byers, Clerk-Treasurer

Register

Fiscal: 2016
Deposit Period: 2016- Feb 2016
Check Period: 2016- Feb 2016- 2nd Council Feb 2016

Print

Columbia State Bank	20016310		
Check			
45938	Marlin Business Bank	2/18/2016	Void
45939	Peterson CAT	2/18/2016	$5,912.50
45986	American Water Works Assoc	3/7/2016	$355.00
45987	Aramark Uniform Serv Inc	3/7/2016	$335.98
45988	AT&T Mobility	3/7/2016	$66.09
45989	Avista Utilities	3/7/2016	$1,428.08
45990	Bishop Sanitation Inc	3/7/2016	$187.50
45991	Browning Extinguisher Service	3/7/2016	$667.04
45992	Builders Exchange of Washington Inc	3/7/2016	$102.95
45993	Centurylink AZ	3/7/2016	$146.57
45994	Centurylink NC	3/7/2016	$35.06
45995	G C Systems Inc	3/7/2016	$517.80
45996	General Store	3/7/2016	$14.52
45997	Goldendale High School	3/7/2016	$75.00
45998	Goldendale Sentinel	3/7/2016	$52.00
45999	Goldendale Tire Center	3/7/2016	$1,187.73
46000	Goldendale Veterinary Clinic	3/7/2016	$57.71
46001	Gorge Networks	3/7/2016	$1,306.32
46002	Gwendolyn L Grundei	3/7/2016	$4,000.00
46003	Hach Company	3/7/2016	$1,013.54
46004	Infinium Engineering & Consulting Inc	3/7/2016	$1,254.26
46005	Joy Duggan Attorney at Law	3/7/2016	$260.00
46006	Kerns Shop & Propane	3/7/2016	$51.06
46007	Klickitat CO Health Dept	3/7/2016	$120.00
46008	Klickitat Co Sheriff	3/7/2016	$3,905.00
46009	Lori Lynn Hoctor Attorney at Law	3/7/2016	$292.50
46010	Mail Finance	3/7/2016	$290.25
46011	North Central Laboratories	3/7/2016	$180.75
46012	North West Graphic Works	3/7/2016	$233.50
46013	Northern Safety Co Inc	3/7/2016	$399.01
46014	One Call Concepts Inc	3/7/2016	$14.98
46015	Peterson	3/7/2016	$233.23
46016	Quality Coatings Inspection & Consulting Inc	3/7/2016	$978.08
46017	Quill Corporation	3/7/2016	$1,086.48
46018	Randall C Krog Attorney at Law	3/7/2016	$162.50

				Clearing Date	Amoun
46019	Regional Trans CoUriCii	3/7/2016			$500.00
46020	Republic Services Inc	3/7/2016			$330.73
46021	San Diego Police Equipment CO	3/7/2016			$1,072.74
46022	Sawyer's True Value	3/7/2016			$143.00
46023	Spectrum Communications Inc	3/7/2016			$154.27
46024	Taser International	3/7/2016			$204.85
46025	The Standard Steel Companies	3/7/2016			$2,827.76
46026	The Watershed Company	3/7/2016			$1,192.50
46027	TruckPro LLC Six States	3/7/2016			$575.96
46028	Verizon Wireless	3/7/2016			$359.10
46029	Vision Municipal Solutions Lie	3/7/2016			$948.59
46030	WA Finance Officers Assoc	3/7/2016			$50.00
46031	WA St Dept of Ecology	3/7/2016			$920.00
46032	Wind River Office Cleaning	3/7/2016			$1,321.67
900584	HSA Bank Employee Plan Funding	3/7/2016			$8,720.00
900585	US Bank	3/7/2016			$4,328.50
			Total	**Check**	**$50,572.66**
			Total	**20016310**	**$50,572.66**
			Grand Total		**$50,572.66**

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 45938 through 46032, 900584- 900585 in the amount of $50,572.66, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 2nd day ofMarch, 2016.

-i?jlillj o eM'S
Werk-Treasur

Register Activity

Fiscal: 2016
Period: 2016 - Feb 2016
Council Date: 2016- Feb 2016- 2nd Council Feb 2016

Reference Number: 45939	Peterson CAT	$5,912.50	
Invoice- 2/18/2016 8:45:05 AM	2/18/2016	$5,912.50	Plate Compactor
Reference Number: 45986	American Water Works Assoc	$355.00	
7001160561	2/1/2016	$355.00	Dues
Reference Number: 45987	Aramark Uniform Serv Inc	$335.98	
862138048	1/6/2016	$32.83	Cleaning Service
862138051	1/6/2016	$27.33	Cleaning Service
862138053	1/6/2016	$14.21	Cleaning Service
862149201	1/13/2016	$76.43	Cleaning Service
862149209	1/13/2016	$26.36	Cleaning Service
862149211	1/16/2016	$14.91	Cleaning Service
862160332	1/20/2016	$33.64	Cleaning Service
862160335	1/20/2016	$26.36	Cleaning Service
862160337	1/20/2016	$14.91	Cleaning Service
862171487	1/27/2016	$27.84	Cleaning Service
862171489	1/27/2016	$26.25	Cleaning Service
962171491	1/27/2016	$14.91	Cleaning Service
Reference Number: 45988	AT&T Mobility	$66.09	
287258483135X02182016	2/10/2016	$66.09	Chloriination Station
Reference Number: 45989	Avista Utilities	$1,428.08	
Invoice- 3/1/2016 9:46:20 AM	3/1/2016	$1,428.08	Natural Gas
Reference Number: 45990	Bishop Sanitation Inc	$187.50	
46531	2/17/2016	$120.00	Eknoe Park
46569	2/17/2016	$67.50	Airport
Reference Number: 45991	Browning Extinguisher Service	$667.04	
6328	2/3/2016	$500.95	Extinguisher Service
6343	2/29/2016	$166.09	Extinguisher Service
Reference Number: 45992	Builders Exchange of Washington Inc	$102.95	
1049325	2/10/2016	$102.95	WCNIP

		Amount N
Reference Number: 45993	Centurylink AZ	**$146.57**
Invoice- 3/1/2016 2:05:52 PM	3/1/2016	$146.57 Fax/DSL
Reference Number: 45994	Centurylink NC	$35.06
Invoice- 3/1/2016 2:06:39 PM	3/1/2016	$35.06 Long Distance
Reference Number: 45995	G C Systems Inc	$517.80
32766	3/1/2016	$517.80 Pressure Relief Control
Reference Number: 45996	General Store	$14.52
391850	2/16/2016	$14.52 Keys
Reference Number: 45997	Goldendale High School	$75.00
Invoice- 3/2/2016 11:05:43 AM	3/2/2016	$75.00 Advertising Renewal
Reference Number: 45998	Goldendale Sentinel	$52.00
Invoice- 3/2/2016 11:08:26 AM	3/2/2016	$52.00 Police Department Renewal
Reference Number: 45999	Goldendale Tire Center	$1,187.73
287630	2/16/2016	$1,154.40 Tires
287747	2/19/2016	$33.33 Flat Repair
Reference Number: 46000	Goldendale Veterinary Clinic	$57.71
30820	1/7/2016	$57.71 Mr Harley
Reference Number: 46001	Gorge Networks	$1,306.32
1-1438582	2/17/2016	$1,111.62 Cell Phones
1-1438925	2/17/2016	$194.70 FD DSL
Reference Number: 46002	Gwendolyn L Grundei	$4,000.00
Invoice- 3/1/2016 3:01:58 PM	3/1/2016	$4,000.00 February Service
Reference Number: 46003	Hach Company	$1,013.54
9777361	2/1/2016	$655.49 Chemicals
9779547	2/3/2016	$358.05 Chemicals
Reference Number: 46004	Infinium Engineering & Consulting Inc	$1,254.26
479	2/11/2016	$1,254.26 River Monitoring, LS Troubleshooting
Reference Number: 46005	Joy Duggan Attorney at Law	$260.00
5Z1145132	2/4/2016	$65.00 David Cnossen
6Z012007	2/4/2016	$65.00 Joshua Olney
CR5843	2/4/2016	$130.00 Colton Braswell

Reference Number: 46006	Kerns Shop & Propane	$51.06	
19956	2/4/2016	$51.06	Pins, Steel
Reference Number: 46007	Klickitat CO Health Dept	$120.00	
000027557	2/3/2016	$120.00	Testing Service
Reference Number: 46008	Klickitat Co Sheriff	$3,905.00	
Invoice - 3/2/2016 11:12:39 AM	3/2/2016	$3,905.00	January Jail Costs
Reference Number: 46009	Lori Lynn Hoctor Attorney at Law	$292.50	
CR5815	2/22/2016	$292.50	Shad Smart
Reference Number: 46010	Mail Finance	$290.25	
N5782083	2/15/2016	$290.25	Postage Machine Lease
Reference Number: 46011	North Central Laboratories	$180.75	
367979	2/3/2016	$180.75	YSI-5906
Reference Number: 46012	North West Graphic Works	$233.50	
1656R	1/21/2016	$233.50	Patches
Reference Number: 46013	Northern Safety Co Inc	$399.01	
901814140	2/19/2016	$399.01	Saftey Vests
Reference Number: 46014	One Call Concepts Inc	$14.98	
6029066	2/29/2016	$14.98	Utility Notification
Reference Number: 46015	Peterson	$233.23	
oc160025816	2/20/2016	$233.23	Kit-Seal, Valve
Reference Number: 46016	Quality Coatings Inspection & Consulting Inc	$978.08	
10959	2/19/2016	$978.08	Tank Coatings Evaluation
Reference Number: 46017	Quill Corporation	$1,086.48	
2590485	1/21/2016	$52.04	Purell, Sheet Protectors
2718177	1/26/2016	$171.06	HP 951, Air Freshener, Pens....
2745519	1/27/2016	$10.74	DVD-R
2769174	1/27/2016	$185.44	Batteries, Post Notes.....
285983	1/29/2016	$100.49	Tissues, Tape Dispenser
2912654	2/2/2016	$123.61	Calculator
2942707	2/2/2016	$309.71	Pens, Ink, Coffee, Batteries
3159013	2/9/2016	$63.47	Tea, Ruled Pads....
3474210	2/19/2016	$69.92	Copy Paper, Add Machine Rolls

Reference Number: 46018	Randall C Krog Attorney at Law	$162.50	
CR5774	2/11/2016	$162.50	Edward Sellers
Reference Number: 46019	Regional Trans Council	$500.00	
12194	1/11/2016	$500.00	Membership
Reference Number: 46020	Republic Services Inc	$330.73	
0487-000473539	1/31/2016	$330.73	Trash Pickup
Reference Number: 46021	San Diego Police Equipment CO	$1,072.74	
621284	1/27/2016	$735.51	223 55 GR
621351	2/2/2016	$337.23	45ACP 230GR
Reference Number: 46022	Sawyer's True Value	$143.00	
23770	2/8/2016	$286.00	Sod Cutter
23784	2/10/2016	($143.00)	Sod Cutter Credit
Reference Number: 46023	Spectrum Communications Inc	$154.27	
121836	2/2/2016	$69.88	Pager Repair
121837	2/2/2016	$84.39	Pager Repair
Reference Number: 46024	Taser International	$204.85	
SI1426163	1/27/2016	$204.85	Taser Assurance Plan
Reference Number: 46025	The Standard Steel Companies	$2,827.76	
187303	2/19/2016	$2,827.76	Angle, Tube, Strip, Flat
Reference Number: 46026	The Watershed Company	$1,192.50	
2016-0143	2/8/2016	$1,192.50	Shoreline Master Plan
Reference Number: 46027	TruckPro LLC Six States	$575.96	
08 674666	12/15/2015	$575.96	Kit Load Cushio
Reference Number: 46028	Verizon Wireless	$359.10	
9759929769	2/4/2016	$320.08	Police Vehicles
9759996272	2/6/2016	$39.02	Chloriination Station
Reference Number: 46029	Vision Municipal Solutions Lie	$948.59	
3422	2/24/2016	$948.59	Utility Bill Mailing
Reference Number: 46030	WA Finance Officers Assoc	$50.00	
1330595-64029948.1	2/19/2016	$50.00	Membership

Reference Number: 46031 NR16295001	WA St Dept of Ecology 2/29/2016	$920.00 $920.00	Wastewater Laboratory
Reference Number: 46032 350	Wind River Office Cleaning 2/19/2016	$1,321.67 $1,321.67	
Reference Number: 900584 Invoice- 3/1/2016 3:20:30 PM	HSA Bank Employee Plan Funding 2/14/2016	$8,720.00 $8,720.00	Plan Funding
Reference Number: 900585 Invoice- 3/2/2016 1:41:12 PM	US Bank 3/2/2016	$4,328.50 $4,328.50	Visa Payment

Register

Number	Name		Cleared	Amoun
45893	Bartkowski, Reggie	2016- Feb 2016- 1st Council Feb 2016		$2,772.09
45894	Bellamy, Larry D	2016- Feb 2016- 1st Council Feb 2016		$2,624.83
45895	Berkshire, Stan	2016- Feb 2016- 1st Council Feb 2016		$1,930.82
45896	Bevis, Lucille A	2016- Feb 2016- 1st Council Feb 2016		$46.02
45897	Bowen, Jeremy J	2016- Feb 2016- 1st Council Feb 2016		$1,504.94
45898	Byers, Connie L	2016- Feb 2016 -1st Council Feb 2016		$1,820.04
45899	Canon, Michael A	2016 - Feb 2016 - 1st Council Feb 2016		$446.61
45900	Casey, Brian P	2016- Feb 2016- 1st Council Feb 2016		$1,464.44
45901	Cooke, Robert C	2016- Feb 2016- 1st Council Feb 2016		$2,322.39
45902	Crawford, Leonard C	2016- Feb 2016- 1st Council Feb 2016		$46.02
45903	Dyment, Kevin	2016- Feb 2016- 1st Council Feb 2016		$2,419.56
45904	Enderby, Michelle R	2016- Feb 2016- 1st Council Feb 2016		$490.15
45905	Enyeart, Karl A	2016- Feb 2016- 1st Council Feb 2016		$2,643.53
45906	Fitzgibbons, Thomas R	2016- Feb 2016- 1st Council Feb 2016		$262.50
45907	Frantum, Douglas	2016- Feb 2016- 1st Council Feb 2016		$1,526.98
45908	Garcia, Juan C	2016- Feb 2016- 1st Council Feb 2016		$1,294.25
45909	Halm, Andrew J	2016- Feb 2016- 1st Council Feb 2016		$46.02
45910	Halm, Noah M	2016- Feb 2016- 1st Council Feb 2016		$418.66
45911	Hoctor, Gary Robert	2016- Feb 2016- 1st Council Feb 2016		$46.02
45912	Hunziker, Jay Allen	2016- Feb 2016- 1st Council Feb 2016		$1,970.39
45913	Hutchins, Maria P	2016- Feb 2016- 1st Council Feb 2016		$1,607.69
45914	Isler, Jay W	2016 - Feb 2016 - 1st Council Feb 2016		$1,728.28
45915	Knopes, Carmen A	2016- Feb 2016- 1st Council Feb 2016		$46.02
45916	Lucatero, Leo B	2016 - Feb 2016 - 1st Council Feb 2016		$2,105.52
45917	O'Connor, Andrew F	2016- Feb 2016 - 1st Council Feb 2016		$2,415.88
45918	Oswalt, Bert F	2016 - Feb 2016- 1st Council Feb 2016		$2,053.31
45919	Perez, Benjamin A	2016- Feb 2016 -1st Council Feb 2016		$1,262.38
45920	Pineda, Eric M	2016- Feb 2016- 1st Council Feb 2016		$69.90
45921	Randall, Steven A	2016- Feb 2016- 1st Council Feb 2016		$273.93
45922	Shelton, Kelsey A	2016 - Feb 2016- 1st Council Feb 2016		$1,420.47
45923	Smith, Michael L	2016- Feb 2016- 1st Council Feb 2016		$1,902.16
45924	Stelljes, Michael S	2016- Feb 2016- 1st Council Feb 2016		$1,576.23
45925	Sullivan, Donald L	2016 - Feb 2016 - 1st Council Feb 2016		$114.98
45926	Sullivan, John F	2016 - Feb 2016 - 1st Council Feb 2016		$46.02
45927	Theriault, Guy R	2016 - Feb 2016- 1st Council Feb 2016		$46.02
45928	Thompson, Robert L	2016- Feb 2016- 1st Council Feb 2016		$1,430.49
45929	Wells, Sandy R	2016- Feb 2016- 1st Council Feb 2016		$1,192.94
45930	Council Trust Acct.	2016- Feb 2016 - 1st Council Feb 2016		$904.09
45931	Deferred Comp Program	2016 - Feb 2016 - 1st Council Feb 2016		$30.00

[redacted]	[redacted]	Fiscal Descript	
45932	Dept of Labor & Industries	2016- Feb 2016- 1st Council Feb 2016	$1,993.01
45933	Dept of Retirement	2016- Feb 2016- 1st Council Feb 2016	$9,628.16
45934	Employment Security	2016- Feb 2016- 1st Council Feb 2016	$124.29
45935	Goldendale, City of	2016- Feb 2016 -1st Council Feb 2016	$95.00
45936	ICMA Retirement Trust (Plan 302195)	2016- Feb 2016- 1st Council Feb 2016	$112.50
45937	Washington State Support Registry	2016 - Feb 2016 - 1st Council Feb 2016	$41.98
900582	City of Goldendale	2016- Feb 2016- 1st Council Feb 2016	$16,625.44
			$74,942.95

AGENDA BILL: G1

AGENDA TITLE: AGREEMENTS FOR APPROVED TOURISM AWARDS

DATE: MARCH 7, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION._____X_____

EXPLANATION:
As a follow-up to the councifs resolution for tourism awards, the attached agreements are ready for approval.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AGREEMENTS FOR TOURISM PROMOTION SERVICES WITH ABATE IN THE AMOUNT OF $3,500.00, BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE IN THE AMOUNT OF $500.00, GOLDENDALE CHAMBER OF COMMERCE IN THE AMOUNT OF $23,000.00, CENTRAL KLICKITAT COUNTY PARK AND REC. DISTRICT IN THE AMOUNT OF $1,000.00, GOLDENDALE MOTORSPORTS ASSOCIATION IN THE AMOUNT OF $6,000.00, GOLDENDALE JAYCEES IN THE AMOUNT OF $8,000.00 AND MID-COLUMBIA PUBLIC SAFETY ACTIVITIES LEAGUE IN THE AMOUNT OF $2,500.00.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE ABATE OF WASHINGTON

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 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, 2016 and terminate December 31, 2016.

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 Michael Canon, 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

ABATE OF WASHINGTON

By = _____ Title:
President

ABATE FederaiiD No:

_____

Address: 1008 Roe Drive
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

I. 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. INDEMINIFICATION

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 *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES 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 wntmg; 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 for August 19, 20 and 21, 2016

Waive fee for exclusive use of Ekone Park

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

Terms of compensation are as follows:

TOTAL $ 3,500.00

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, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016.

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 Appendix 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.

Appendix C

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 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 $ _____

S. 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 SO miles. _____

   3) Staying for the day only and traveling more than SO 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 S, 6 and 7.

Submitted by: _____ Date: _____

E-mail or phone number _____

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE

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 Brighter Goldendale Christmas Committee, c/o 94 Fenton Lane, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "BGCC".

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 BGCC under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2016 and terminate December 31, 2016.

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 and Reporting
Appendix C- Post Event/Activity Information Report for Lodging Tax Recipients

VII. **ADMINISTRATION**

Goldendale's Contracting Officer for this work is Michael Canon, 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

GOLDENDALE MOTORSPORTS ASSOCIATION

By !lit. 0 wt-
Title: President

BGCC Federal ID No:

_____

Address: 94 Fenton Lane
Goldendale, WA 98620

I. DEFINITIONS

(a) GOLDENDALE
"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. *"P."* 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 *BGCC* 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 *BGCC* 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 ofthe *BGCC's* activities will be at its own risk.

4. PROFESSIONAL CONDUCT

BGCC 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. *BGCC* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *BGCC's* services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

BGCC 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 *BGCC's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with BGCC *'s* performance of this Agreement. *BGCC's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *BGCC* (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 *BGCC,* 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 *BGCC* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.

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

6. INSURANCE

The *BGCC* 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, BGCC shall have the right to cancel this agreement, in writing, within 30 days of the request.

BGCC 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 *BGCC* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *BGCC* prior to clarification by Goldendale shall be *BGCC's* risk.

8. NONDISCLOSURE

BGCC 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 *BGCC* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *BGCC* 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. *BGCC* 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, *BGCC* 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 *BGCC* 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 *BGCC* 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.

BGCC shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *BGCC* 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 *BGCC.* 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 *BGCC* 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 *BGCC* and GOLDENDALE in the compensation to be paid *BGCC* 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 *BGCC* had not so failed, the terminati on 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**

GOLDENDA LE 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 accord ingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *BGCC* 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 *BGCC* of responsibility for proper performance of the services.

14. **AUDITS**

The *BGCC* 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 BGCC shall provide reports submitted in the manner directed by GOLDENDALE. The BGCC 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 BGCC 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 wntmg; 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 Candy Cane Land Parade event for December 10, 2016

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

COMPENSATION

Date:	Amount Due	Aggregate
December 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 BGCC 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, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016.

REPORTING AND RECORD KEEPING

BGCC 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 BGCC 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.

Appendix C

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 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 $ _____

S. 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 SO miles. _____

   3) Staying for the day only and traveling more than SO 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 S, 6 and 7.

Submitted by: _____ Date: _____

E-mail or phone number: _____

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, 2016 and terminate December 31, 2016. 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 Michael Canon, 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:)R vR
Title: President

Chamber FederaiiD No:

_____

Address: 903 East Broadway
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

I. 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 ofthe *Chamber's* activities will be at its own risk.

I. 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.

2. 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.

3. 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 (I 0) 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.

4. 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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 shaJI be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

12. **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.

13. **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

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. Print Materials
b. Tourist-oriented wifi
c. Building operations

EVENT DEVELOPMENT

Help create an event package that is marketed to target groups, establishes a reason to stay overnight in Goldendale. Services should include:

a. Identify target market
b. Marketing Materials
c. Target market outreach

SIGNATURE EVENT DEVELOPMENT

Funding to organize Home, Garden, and Sportsman's Show, Autumn Days and Pre-Holiday Shop Local

WEB-BASED MARKETING SUPPORT

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. Services should include:

a. Web Maintenance
b. Web Development
c. Consulting Support

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

COMPENSATION

Date:	Amount Due	Aggregate
January 31	$ 2,000.00	$ 2,000.00
February 28	$ 2,000.00	$ 4,000.00
March 31	$ 2,000.00	$ 6,000.00
April30	$ 2,000.00	$ 8,000.00
May 31	$ 2,000.00	$10,000.00
June 30	$ 2,000.00	$12,000.00
July 31	$ 2,000.00	$14,000.00
August 31	$ 2,000.00	$16,000.00
September 30	$ 2,000.00	$18,000.00
October 31	$ 2,000.00	$20,000.00
November 30	$ 2,000.00	$22,000.00
December 31	$ 1,000.00	$23,000.00
TOTAL	$23,000.00	

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, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016. 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 Appendix 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.

Appendix C

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 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 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 B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2016 and terminate December 31, 2016.

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 Michael Canon, 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 :EC. DISTRICT

By _____
Title: fnttAI\

CKCPRD FederaiiD No:
q1- Z00 I.fS Jta

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

GENERAL TERMS AND CONDITIONS

I. 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 "A ppendix 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. INDEPENDENTCONTRACTOR

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 GOLDEN DALE 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 *CKCP RD'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 *CONSTULTANT* 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 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 $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 GOLDEN DALE and prior to commencing work, Certificates oflnsurance, 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 shalt 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) Ifthe 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 fmal 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 wntmg; 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 for Saturday, June 18, 2016

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

COMPENSATION

Date:	Amount Due	Aggregate
July 31	$ 1,000.00	$ 1,000.00
TOTAL	$ 1,000.00	

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, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016.

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 Appendix 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.

Appendix C

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 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 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, 2016 and terminate December 31, 2016.

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 Michael Canon, 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

GOLDENDALE MOTORSPORTS

AS::CIA711L-

Title: President

GMA FederaiiD No:

91-2096159

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

I. DEFINITIONS

(a) GOLDENDALE
"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. *"G MA"* 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. JNDEMINIFICATION

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) Ifthe 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 wntmg; 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 for Saturday, July 9, 2016
2. Concourse de Maryhill at the Maryhill Museum for Saturday, October 1' 2016

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

COMPENSATION

Date:	Amount Due	Aggregate
May 31	$ 1,200.00	$1,200.00
June 30	$ 1,200.00	$2,400.00
July 31	$ 1,200.00	$3,600.00
August 31	$ 1,200.00	$4,800.00
September 30	$ 1,200.00	$6,000.00
TOTAL	$ 6,000.00	

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 27, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016.

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.

Appendix C

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 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, 2016 and terminate December 31, 2016.

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 - 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 Michael Canon, 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

GOLDENDALE JAYCEES

By: k! lk
Title: President

JAYCEES Federal ID No:

27-1721751

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

1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" sha11 mean the City of Goldendale, a municipal corporation. *"JAYCEES"* 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 *JAYCEES* 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 *JAYCEES* 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 *JAYCEES 's* activities will be at its own risk.

4. PROFESSIONAL CONDUCT

JAYCEES 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. *JAYCEES* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *JAYCEES's* services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

JAYCEES shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) a11 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 *JAYCEES 's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with JAYCEES's performance of this Agreement. *JAYCEES's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *JAYCEES* (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 *JAYCEES,* 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 *JAYCEES* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER

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

6. **INSURANCE**

The *JAYCEES* 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, JAYCEES shall have the right to cancel this agreement, in writing, within 30 days of the request.

JAYCEES shall deliver to GOLDENDALE, no later than ten (IO) 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 *JAYCEES* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *JAYCEES* prior to clarification by Goldendale shall be *JAYCEES's* risk.

8. **NONDISCLOSURE**

JAYCEES 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 *JAYCEES* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *JAYCEES* 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. *JAYCEES* 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, *JAYCEES* 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 *JAYCEES* 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 *JAYCEES* 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.

JAYCEES shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *JAYCEES* 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 *JAYCEES.* 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 *JAYCEES* 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 *JAYCEES* and GOLDENDALE in the compensation to be paid *JAYCEES* 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 *JAYCEES* 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 *JAYCEES* 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 *JAYCEES* of responsibility for proper performance of the services.

14. **AUDITS**

The *JAYCEES* shall, during the life of this contract and for a period of three (3) years following frnal 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 JAYCEES shall provide reports submitted in the manner directed by GOLDENDALE. The JAYCEES 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 JAYCEES 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 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 8, Saturday July 9, and Sunday July 10, 2016.

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, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016.

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.

Appendix C

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 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 $ _____

S. 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 SO miles. _____

   3) Staying for the day only and traveling more than SO 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 MID-COLUMBIA PUBLIC SAFETY ACTIVITIES LEAGUE

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 Mid-Columbia Public Safety Activities League, c/o 2244 Centerville Hwy, Centerville WA 98613, a non-profit corporation, hereinafter referred to as the "MPSAL".

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 MPSAL under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2016 and terminate December 31, 2016.

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 Michael Canon, 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

MID-COLUMBIA PUBLIC SAFETY ACTIVITIES LEAGUE

By: &0(__L rUarretter
Title: President

MPSAL Federal ID No:

_____

Address: 2244 Centerville Hwy
Centerville, WA 98613

1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. *"MPSAL"* 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 *MPSAL* 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 *MPSAL* 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 *MPSAL's* activities will be at its own risk.

4. PROFESSIONAL CONDUCT

MPSAL 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. *MPSAL* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *MPSAL's* services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

MPSAL 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 *MPSAL's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with MPSAL's performance of this Agreement. *MPSAL's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *MPSAL* (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 *MPSAL,* 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 *MPSAL* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER

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

6. **INSURANCE**

The *MPSAL* 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, MPSAL shall have the right to cancel this agreement, in writing, within 30 days of the request.

MPSAL 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 *MPSAL* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *MPSAL* prior to clarification by Goldendale shall be *MPSAL 's* risk.

8. **NONDISCLOSURE**

MPSAL 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 *MPSAL* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *MPSAL* 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. *MPSAL* 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, *MPSAL* 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 *MPSAL* 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 *MPSAL* 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.

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

II. 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 *MPSAL*. 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 *MPSAL* 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 *MPSAL* and GOLDENDALE in the compensation to be paid *MPSAL* 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 *MPSAL* 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 ofthis 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 *MPSAL* 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 *MPSAL* of responsibility for proper performance of the services.

14. AUDITS

The *MPSAL* 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 MPSAL shall provide reports submitted in the manner directed by GOLDENDALE. The MPSAL 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 MPSAL 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 wntmg; 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 Bike Fest 2016 for May 12, 13 & 14, 2016.

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

COMPENSATION

Date:	Amount Due	Aggregate
May 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 MPSAL 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 27, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016.

REPORTING AND RECORD KEEPING

MPSAL 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 MPSAL 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.

Appendix C

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: lbeltamy@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: H1

AGENDA TITLE: FUNDING FOR TOURISM EVENTS & FESTIVALS

DATE: MARCH 7, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____X_____ OTHER_____

MOTION X

EXPLANATION:
The Event Committee met on Saturday February 20th to hear presentations from Dean Ozuna (former Festival of Speed now "Showdown at the Loops) and WE Rock Events. The Event Committee wanted to give each of these events an opportunity to make a presentation for a tourism award.

The Event Committee heard the presentations and recommends a tourism award in the amount of $5,000 to the Showdown at the Loops event and $2,500 to WE Rock Events.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION NO. 651 AWARDING FUNDING FOR TOURISM EVENTS IN THE AMOUNT OF $7,500.

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

RESOLUTION NO. 651

A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND FESTIVALS IN 2016 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION CHAPTER 3.22

WHEREAS, the application process, for requests to use lodging taxes for festivals and events for 2016, occurred during the month of October with an October 21, 2015 deadline for submittal of an application for funding, and

WHEREAS, Volcanic Productions promoter for the Festival of Speed decided not to continue promoting the Festival of Speed, after the application deadline had passed, and

WHEREAS, the promoter for the WE Rock, Rock Crawling Championship, was out of the country without internet service and was not able to complete an application until October 29, 2015, and

WHEREAS, both events were partially funded in 2015 and contributed to the Goldendale economy, and

WHEREAS, the event committee wanted to consider requests made by Dean Ozuna, "Showdown at the Loops", successor to the Festival of Speed and the WE Rock, Rock Crawling Championship, and

WHEREAS, the cash balance at the end of 2015 was almost $7,000 over the estimates, and

WHEREAS, the request by the "Showdown at the Loops" was for $5,500 and the request by WE Rock was for $3,500, and

WHEREAS, on February 20, 2016 both requestors where given the opportunity to make a verbal presentation regarding their request to the Event Committee, and

WHEREAS, on March 7, 2016, the Event Committee made a recommendation to the City Council to fund both requests, $5,000 to the "Showdown at the Loops" event and $2,500 to WE Rock, for a total amount of $7,500,and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON AS FOLLOWS:

The City Council of the City of Goldendale approves the recommendation of the Event Committee, for funding events and festivals by the City of Goldendale and further that staff be directed to prepare contracts with each of the event organizers.

APPROVED BY THE GOLDENDALE CITY COUNCIL THIS th DAY OF MARCH, 2016.

_____
Michael A Canon, Mayor

ATTEST:

_____
Connie Byers, Clerk-Treasurer

AGENDA BILL: 11

AGENDA TITLE: FIRST READING-AMENDING GMC CHAPTER17

DATE: MARCH 7, 2016

ACTION REQUIRED:

ORDINANCE_____X_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____:X ---

EXPLANATION:

At the request of the WA State Parks Department, in particular the Observatory, the city was asked to consider adoption of a zoning district called "Public District'. Staff found that Klickitat County utilizes a Public District zoning classification primarily for School District property located in the unincorporated areas in the county. This Ordinance was reviewed by the Ordinance Committee, only minor changes were recommended. This new zoning district will be utilized at some later date when the Observatory provides their long term plans.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ACCEPT THIS ORDINANCE FOR ITS FIRST READING.

CITY OF GOLDENDALE

GOLDENDALE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON, AMENDING GMC CHAPTER 17 PROVIDING FOR A NEW ZONE CALLED PUBLIC DISTRICT (PO)

WHEREAS, the City Council of the City of Goldendale, Washington desires to amend the Goldendale Municipal Code by adding a new section to its zoning code, NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF GOLDENDALE DOES ORDAIN THAT GMC 171S HEREBY AMENDED TO ADD A NEW SECTION TO CHAPTER 17 TO READ AS FOLLOWS:

SECTION 1:

Section 17.39 Public District Zone (PO)

Section 17.39.010	Purpose
Section 17.39.020	Long Range Development Plan required
Section 17.39.030	Principal Uses Permitted Outright
Section 17.39.040	Conditional Uses
Section 17.39.050	Density Provisions
Section 17.39.060	Accessory Uses

17.32.010 Purpose

The purpose of the public district zone is to provide areas for the creation, protection and enhancement of public uses on publicly owned lands which serve community or governmental functions and to provide restrictions to minimize the effect of such uses on surrounding uses. This district is intended to allow the public service providers and governmental agencies the assurance that those publicly owned sites identified through long range and capital improvement planning will be available in the future when they are needed.

17.32.020 Long Range Development Plan Required

Any site with a lot area exceeding 40,000 sq. ft. shall submit for approval by the city council the long range development plans prior to the issuance of a building permit for new construction within the district. The planning department shall study each request to establish a new use and may attach reasonable stipulations to the approval to assure that any adverse impacts of the public use upon adjoining land uses will be mitigated. These stipulations may encompass, but may not necessarily be limited to: landscaping, berming, fencing, screening, off street parking, external lighting, access points, and traffic circulation.

17.39.030 Principal Uses Permitted Outright

1. Public Schools.
2. Public Parks
3. Public utilities including wells, water storage tanks and sanitary sewer pump stations.
4. Governmental offices.
5. Marinas.
6. Museums.
7. Police and fire stations.
8. Expansion of an existing public use.

17.39.040 Conditional Uses

1. Cemeteries.

2. Governmental shops and maintenance facilities and yards.

3. Caretaker dwelling

4. Other uses the Board of Adjustment judges to be no more detrimental to the adjacent properties than, and of the same type and character as, those uses permitted outright.

17.39.050 Density Provisions

1. The minimum lot area shall be that necessary for the intended uses(s) and respective minimum yard depth.

2. Minimum yard requirements shall be those of the adjacent zoning district unless otherwise stipulated by the fire chief of the respective fire district or the county fire marshal or designee.

3. The maximum building height shall be 35 feet.

17.39.060 Accessory Uses

1. Accessory uses in the Public District zone shall be those uses and structures customarily incidental to a principal use permitted outright.

Section 2: That this ordinance shall take effect and be enforced from and after 5 days after its publication in the official city paper.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE this 21[51] day of March, 2016.

_____

Michael Canon

Mayor

ATTEST:

_____

Connie Byers

Clerk-Treasurer

APPROVED AS TO FORM ONLY:

_____

City Attorney