

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
JANUARY 02, 2024
6:00 PM**

NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 5:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - a. Pledge of Allegiance
 - b. Oath of Office
 - 1. Mayor – David Jones
 - 2. Position #2 – Theone Wheeler
 - 3. Position #5 – Danielle Clevidence
- B. Roll Call
- C. Closed Public Comment (Agenda Business Only, comments limited to 3 minutes)
- D. Public Hearing
- E. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- F. Presentations
 - 1. Coalition for preventing abuse in Klickitat County
- G. Department Reports
- H. Council Business
 - 1. Ground Lease Agreement for Emergency Radio Antenna
 - 2. Addendum to Position Description
 - 3. Interlocal Agreement between the City of Goldendale and Klickitat County for Adult Probation Services
 - 4. Fire Department Grant
 - 5. Parks Committee Setup
- I. Resolutions
 - 1. Res No 731 – Tourism Funding
- J. Ordinances
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
- N. Adjournment

THE NEXT REGULAR COUNCIL MEETING WILL BE ON JAN 16, 2024, AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____ X

RESOLUTION_____ OTHER_____

MOTION_____ X

EXPLANATION:

The consent agenda includes the following:

Minutes of the December 18, 2023 regular council meeting, second pay period
December checks #57733 – 57742, 901708, direct deposit 12/19/2023 in the amount of
\$138,670.82, December 29, 2023 claims checks #57731 – 57732, 57743 - 57777 in the
amount of \$54,572.58.

FISCAL IMPACT:

Payroll checks in the amount of \$138,670.82, claims checks in the amount of
\$54,572.58.

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
OCTOBER 16, 2023
6:00 PM**

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

ROLL CALL

Council Present: Mayor Michael A Canon (Not voting), Council Member Steve Johnston, Council Member Dave Jones, Council Member Loren Meagher, Council Member Ellie Casey, Council Member Andy Halm, Council Member Filiberto Ontiveros, Council Member Miland Walling,

Staff Present (Not Voting): City Administrator Pat Munyan, Clerk Treasurer Sandy Wells, Fire Captain Juliana Ontiveros

CLOSED PUBLIC COMMENT

Richard Foster, Klickitat County – Thanked Mayor Mike for all his hard work and gave him an appreciation certificate.

AGENDA AND CONSENT AGENDA

Mayor Michael Canon would like to amend tonight's agenda and add under Council Business, add H7 Agreement between ESO and the Goldendale Fire Department and H8 Professional Services Contract for Prosecuting Attorney

Motion: I move to amend tonight's agenda to add H7 & H8 and approve the agenda as amended and consent agenda, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Ellie Casey.
Motion Passed Unanimously

DEPARTMENT REPORTS

Fire Captain Julianna Ontiveros, Friday, January 19, 2024, the Goldendale Fire Department is hosting a CPR Class and a stop the bleed class.

Mayor Mike Canon gave out a police department call spreadsheet that Police Chief Mike Smith prepared for the council.

City Administrator Pat Munyan, we had a water line break and had the water back on in about an hour. We will need to replace that pipe. We are still working on union negotiations.

COUNCIL BUSINESS

Emergency Management Ham Radio Service by Jeff King, The Klickitat County Emergency Ham Radio service is requesting to relocate their Antenna to the City Watershed Property.

Motion: I move to approve a lease agreement be drafted for Bud Nolen, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Andy Halm.
Motion Passed (**summary:** Ayes = 6, Nays =0, Abstain =1)

Ayes: Council Member Steve Johnston, Council Member Dave Jones, Council Member Ellie Casey, Council Member Miland Walling, Council Member Andy Halm, Council Member Loren Meagher

Abstain: Council Member Filiberto Ontiveros

Interlocal Agreement between City of Goldendale & Klickitat County by Pat Munyan, this agreement, in one form or another, has been before the City Council and has approved that particular form. After approval and signing of the prior forms, Bingen and White Salmon continued to renegotiate language that does not impact the intent of the agreement. Bingen and White Salmon are currently in agreement with this form.

Motion: I move to approve the Interlocal Agreement between the City of Goldendale and Klickitat County for District Court services as is and authorize the mayor to execute the agreement, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Loren Meagher.

Motion Passed (**summary:** Ayes = 6, Nays = 0, Abstain = 1)

Ayes: Council Member Steve Johnston, Council Member Dave Jones, Council Member Ellie Casey, Council Member Miland Walling, Council Member Andy Halm, Council Member Loren Meagher

Abstain: Council Member Filiberto Ontiveros

WWTP Improvement Project by Pat Munyan, Inclusive of both the base bid items and the additive bid items, Tapani submitted the lowest bid at \$3,278,043.73 including sales tax. The low was approximately 14% below RH2 opinion of the probable construction cost of \$3,791,839.98. Tapani completed all required bid forms and provided a bid bond in the amount of 5%. RH2 and City Staff has determined that Tapani meets the prequalification requirement to bid this work. RH2 and City Staff recommend awarding both the base bid and all additive bid items to Tapani for \$3,278,043.73 including sales tax.

Motion: I move to award both the base bid and all additive bid item for the WWTP Improvement project to Tapani Construction in the amount not to exceed \$3,278,043.73 including Sales Tax, **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Andy Halm.

Motion Passed Unanimously

Animal Control by Pat Munyan and Mike Hussey, for several months the city has been using a part-time temporary employee to perform animal control services for the city. The individual has informed the employer that he does not wish to continue performing said services for the city. For your consideration, Staff would like to consolidate the animal control with the building inspector and code enforce duties. Currently the City is approximant spending \$38,400 a year on a part-time employee to service as the animal control officer. Employee Mike Hussey has requested him to take on the additional duties for an additional \$12,000 a year to his current salary and would make himself available night and weekends in case of emergencies. Currently, the police department is spending \$38,400, plus vehicle and fuel use, for an animal control officer's salary. The request would save the city \$26,400 and provide better coverage.

Motion: I move to approve consolidation of the animal control position with the building official / code enforcement and add an additional \$12,000 to his annual salary, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Ellie Casey.

Motion Passed (**summary:** Ayes = 6, Nays = 1, Abstain = 0)

Ayes: Council Member Steve Johnston, Council Member Dave Jones, Council Member Ellie Casey, Council Member Miland Walling, Council Member Andy Halm, Council Member Loren Meagher

Nays: Council Member Filiberto Ontiveros

Lodging Tax Application Funding Recommendation by Ellie Casey, The Lodging Tax Committee has reviewed submitted applications and is recommending a total of \$43,800 in funding.

Motion: I move to approve the funding of the lodging tax applications as presented, **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Miland Walling.

Motion Passed (**summary:** Ayes = 4, Nays =2, Abstain =1)

Ayes: Council Member Dave Jones, Council Member Ellie Casey, Council Member Miland Walling, Council Member Filiberto Ontiveros

Nays: Council Member Steve Johnston, Council Member Loren Meagher

Abstain: Council Member Andy Halm

Cypress Creek Renewables Donation by Council Member Dave Jones, Cypress Creek Renewables would like to donate up to 30K to the City of Goldendale to help fund inclusive and accessible playground equipment.

Motion: I move to authorize City Staff to receive funds from Cypress Creek Renewables and place them in the general fund capital improvement account. Funds to be earmarked as playground improvement funds, **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Ellie Casey.

Motion Passed Unanimously

Agreement with ESO and the Fire Department by Fire Captain Julianna Ontiveros, attached to your packet is the agreement with ESO and the Fire Department. ESO is our reporting system.

Motion: I move to authorize the mayor to enter into an agreement between ESO and the Goldendale Fire Department, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Andy Halm.

Motion Passed Unanimously

Professional Services Contract for Prosecuting Attorney by Pat Munyan, Lance Fitzjarrald is providing prosecuting attorney services for the city. This agreement shall take effect on the 1st day of January 2024, and December 31, 2024, with a compensation rate raise of \$7,000.00 per month. The increase in the monthly cost is due to several factors including a jump in cost for nearly every aspect of the legal profession and doing business in general. Chief Smith supports the proposed contract.

Council Member Loren Meagher would like us to post an RFP for Attorney Services next year in August 2024.

Motion: I move to authorize the mayor to execute a professional services contract with Lance Fitzjarrald in the amount of \$7000.00 per month for the period from January 1, 2024 to December 31, 2024, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Filiberto Ontiveros.

Motion Passed Unanimously

REPORT OF OFFICERS

Council Member Steve Johnston, would like an agenda item for the next meeting to set up a Park Committee Task for the next meeting.

Council Member Dave Jones, went to a fire department training and enjoyed learning what the fire department do. Thanked Mayor Canon for being the Grand Marshal at the Candy Lane Christmas Parade.

Council Member Loren Meagher, wants to see us set up the park committee and was disappointed with the county meeting. Thanked the Goldendale Christmas Committee for their hard work.

Council Member Andy Halm, Thanked Fil for his hard work on the council. Thanked the Mayor for his hard work throughout the years.

Council Member Filiberto Ontiveros, appreciated being on the council for the last 6 years.

Council Member Miland Walling, enjoyed attending the Fire Department meeting. Would like Mike Hussey to be a part of the parks committee. Thanked Fil for being on the council. Thanked Mike Canon for all his hard work.

Mayor Mike Canon, has enjoyed working for the city and will miss being here. Thanked the Christmas Committee for their hard work on the Christmas Lane Parade.

OPEN PUBLIC COMMENT

Roger Nichols, radio station – thanked the council for always being available for the radio station.

Mayor Canon said Merry Christmas to everyone.

ADJOURNMENT

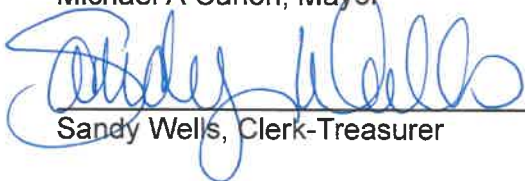
7:19 PM

Motion: I motion to Adjourn the meeting, Action: Motion, Moved by Council Member Andy Halm, Seconded by Council Member Ellie Casey.

Motion passed unanimously.



Michael A Canon, Mayor



Sandy Wells, Clerk-Treasurer

Register

Fiscal: 2023
Deposit Period: 2023 - Dec 2023
Check Period: 2023 - Dec 2023 - 2nd Council Dec 2023

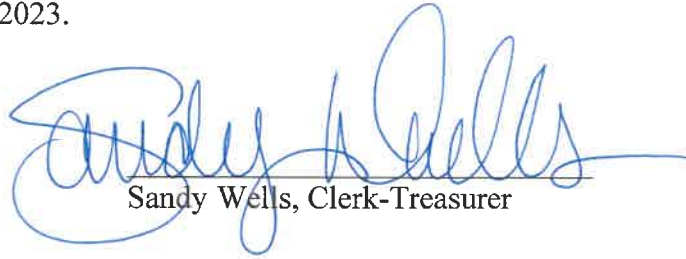
Number	Name	Print Date	Clearing Date	Amount
1st Security Bank of Washington	20016310			
Check				
<u>57731</u>	Optimist Printers	12/19/2023		\$387.75
<u>57732</u>	Hattenhauer Energy Co LLC	12/19/2023		\$1,923.27
<u>57743</u>	Krystal L Smith	12/19/2023		\$1,700.00
<u>57744</u>	Fitzjarrald Law Office	12/19/2023		\$6,000.00
<u>57745</u>	Fitzjarrald Law Office	12/19/2023		\$6,000.00
<u>57747</u>	AT&T Mobility	12/26/2023		\$705.02
<u>57748</u>	AT&T Mobility	12/26/2023		\$97.18
<u>57749</u>	AT&T Mobility	12/26/2023		\$2,810.53
<u>57750</u>	Verizon Wireless	12/27/2023		\$880.22
<u>57751</u>	Anatek Labs Inc	1/2/2024		\$311.00
<u>57752</u>	Avista Utilities	1/2/2024		\$2,325.24
<u>57753</u>	Bishop Sanitation Inc	1/2/2024		\$129.00
<u>57754</u>	Blue Mountain Networks LLC	1/2/2024		\$844.33
<u>57755</u>	Bohn's Printing	1/2/2024		\$208.16
<u>57756</u>	Centurylink AZ	1/2/2024		\$101.27
<u>57757</u>	Centurylink NC	1/2/2024		\$16.75
<u>57758</u>	Christopher R Lanz Law Office LLC	1/2/2024		\$450.00
<u>57759</u>	Class 5	1/2/2024		\$765.63
<u>57760</u>	Clifford & Martin Inc	1/2/2024		\$40.69
<u>57761</u>	ESO Solutions Inc	1/2/2024		\$4,328.28
<u>57762</u>	Ferguson Portland Waterworks #3011	1/2/2024		\$1,164.23
<u>57763</u>	Goldendale Chamber	1/2/2024		\$4,270.96
<u>57764</u>	Goldendale Sentinel	1/2/2024		\$74.59
<u>57765</u>	Kerns Shop & Propane	1/2/2024		\$65.90
<u>57766</u>	L N Curtis & Sons	1/2/2024		\$116.29
<u>57767</u>	Lori Lynn Hocht Attorney at Law	1/2/2024		\$940.00
<u>57768</u>	Municipal Emergency Services Inc	1/2/2024		\$7,129.30
<u>57769</u>	NC Power Systems	1/2/2024		\$6,506.60
<u>57770</u>	O'Reilly	1/2/2024		\$353.20
<u>57771</u>	Pioneer Surveying & Engineering Inc	1/2/2024		\$1,865.00
<u>57772</u>	Public Safety Testing Inc	1/2/2024		\$150.00
<u>57773</u>	Sawyer's True Value	1/2/2024		\$279.36
<u>57774</u>	Shred Northwest Inc	1/2/2024		\$75.25
<u>57775</u>	Thomas Fitzgibbons	1/2/2024		\$720.00
<u>57776</u>	Uline	1/2/2024		\$87.58

Number	Name	Print Date	Clearing Date	Amount
<u>57777</u>	WA Assoc Sheriff & Police	1/2/2024		\$750.00
		Total	Check	\$54,572.58
		Total	20016310	\$54,572.58
		Grand Total		\$54,572.58

**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 Check numbers 57731 through 57732, 57743 - 57777, in the amount of \$54,572.58, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 29 day of December, 2023.



Sandy Wells, Clerk-Treasurer

Register Activity

Fiscal: 2023

Period: 2023 - Dec 2023

Council Date: 2023 - Dec 2023 - 2nd Council Dec 2023

Reference	Date	Amount	Notes
Reference Number: 57731 <u>58493</u>	Optimist Printers 10/13/2023	\$387.75 \$387.75	Embroidered Hats
Reference Number: 57732 <u>CL13105</u>	Hattenhauer Energy Co LLC 12/19/2023	\$1,923.27 \$1,923.27	Fuel
Reference Number: 57743 <u>297942</u>	Krystal L Smith 11/18/2023	\$1,700.00 \$1,700.00	Janitorial
Reference Number: 57744 <u>2023-G012</u>	Fitzjarrald Law Office 12/12/2023	\$6,000.00 \$6,000.00	Attorney Services Dec
Reference Number: 57745 <u>2023-G011</u>	Fitzjarrald Law Office 12/12/2023	\$6,000.00 \$6,000.00	Attorney Services Nov
Reference Number: 57747 <u>287322322615X12132023</u>	AT&T Mobility 12/5/2023	\$705.02 \$705.02	Cell - Public Works
Reference Number: 57748 <u>287258483135X12182023</u>	AT&T Mobility 12/10/2023	\$97.18 \$97.18	Chlorination Station Hotspot
Reference Number: 57749 <u>287322322398X12132023</u>	AT&T Mobility 12/5/2023	\$2,810.53 \$2,810.53	Cell - Public Safety
Reference Number: 57750 <u>9950893091</u>	Verizon Wireless 12/4/2023	\$880.22 \$880.22	GPD Laptops
Reference Number: 57751 <u>2322133</u>	Anatek Labs Inc 10/31/2023	\$311.00 \$311.00	Alkalinity Testing
Reference Number: 57752 <u>Invoice - 12/28/2023 3:27:40 PM</u>	Avista Utilities 12/12/2023	\$2,325.24 \$2,325.24	Gas Utility
Reference Number: 57753 <u>A141427</u>	Bishop Sanitation Inc 12/13/2023	\$129.00 \$129.00	Portable Toilet Rental

Reference	Date	Amount	Notes
Reference Number: 57754	Blue Mountain Networks LLC		
<u>34953</u>	1/1/2023	\$844.33	Internet
		\$844.33	
Reference Number: 57755	Bohn's Printing		
<u>1057</u>	12/26/2023	\$208.16	Copies
<u>1058</u>	12/26/2023	\$142.75	Copies
<u>1059</u>	12/26/2023	\$26.45	Copies
		\$38.96	
Reference Number: 57756	Centurylink AZ		
<u>Invoice - 12/28/2023 3:35:18 PM</u>	12/11/2023	\$101.27	Fax
		\$101.27	
Reference Number: 57757	Centurylink NC		
<u>Invoice - 12/28/2023 3:36:27 PM</u>	12/6/2023	\$16.75	Long Distance
		\$16.75	
Reference Number: 57758	Christopher R Lanz Law Office LLC		
<u>3A0025658</u>	12/7/2023	\$450.00	
<u>3A0246217</u>	12/7/2023	\$200.00	Kevin Putman
<u>3A0518638</u>	12/7/2023	\$200.00	
		\$50.00	
Reference Number: 57759	Class 5		
<u>146400</u>	12/15/2023	\$765.63	Jan Monthly Billing
		\$765.63	
Reference Number: 57760	Clifford & Martin Inc		
<u>1178994</u>	11/20/2023	\$40.69	Water
<u>1181672</u>	11/30/2023	\$27.79	Cooler Rental
		\$12.90	
Reference Number: 57761	ESO Solutions Inc		
<u>ESO-128585</u>	12/20/2023	\$4,328.28	Software
		\$4,328.28	
Reference Number: 57762	Ferguson Portland Waterworks #3011		
<u>1187303</u>	12/13/2023	\$1,164.23	Water Parts
		\$1,164.23	
Reference Number: 57763	Goldendale Chamber		
<u>1304</u>	12/7/2023	\$4,270.96	Nov Reimbursement
<u>1308</u>	12/28/2023	\$1,908.83	Dec reimbursement
		\$2,362.13	
Reference Number: 57764	Goldendale Sentinel		
<u>156915</u>	12/13/2023	\$74.59	Summary of Ordinance #1535
<u>156916</u>	12/13/2023	\$33.15	Summary of Ordinance #1534
		\$41.44	
Reference Number: 57765	Kerns Shop & Propane		
<u>26713</u>	12/5/2023	\$65.90	Propane
		\$65.90	

Reference	Date	Amount	Notes
Reference Number: 57766		\$116.29	
INV767150	L N Curtis & Sons 11/22/2023	\$94.79	Uniforms
INV773766	12/14/2023	\$21.50	Service Tab
Reference Number: 57767		\$940.00	
3A0682598	Lori Lynn Hoctor Attorney at Law 12/18/2023	\$450.00	Ashley Ferguson
Klickitat 2020-0006	12/6/2023	\$490.00	Mr Shawn Brownlee
Reference Number: 57768		\$7,129.30	
INV1976991	Municipal Emergency Services Inc 12/13/2023	\$7,129.30	Uniforms
Reference Number: 57769		\$6,506.60	
PSWO0156793	NC Power Systems 12/19/2023	\$6,506.60	Basse Well Generator
Reference Number: 57770		\$353.20	
2535-282167	O'Reilly 11/30/2023	\$95.12	Eng Heater
2535-282720	12/4/2023	\$61.25	Nitrile GLV
2535-2829904	12/5/2023	\$196.83	Beacon Lt
Reference Number: 57771		\$1,865.00	
23-901-4	Pioneer Surveying & Engineering Inc 11/27/2023	\$1,865.00	Pine Street Estimate & Moody Easement
Reference Number: 57772		\$150.00	
2023-1443	Public Safety Testing Inc 12/28/2023	\$150.00	Recruiting Assistance
Reference Number: 57773		\$279.36	
549853	Sawyer's True Value 12/5/2023	\$274.36	Chainsaw Chain, Oil
549856	12/5/2023	\$5.00	Service Desk Parts
Reference Number: 57774		\$75.25	
53038121423	Shred Northwest Inc 12/14/2023	\$75.25	Shred
Reference Number: 57775		\$720.00	
12/15/2023	Thomas Fitzgibbons 12/15/2023	\$720.00	Animal Control
Reference Number: 57776		\$87.58	
171777613	Uline 12/6/2023	\$87.58	Paper Towels
Reference Number: 57777		\$750.00	
INV031531	WA Assoc Sheriff & Police 11/30/2023	\$750.00	Conference Fall 2023

Register

Number	Name	Fiscal Description	Cleared	Amount
57733	Johnston, Steve	2023 - Dec 2023 - 2nd Council Dec 2023		\$45.40
57734	American Family Life	2023 - Dec 2023 - 2nd Council Dec 2023		\$316.67
57735	Deferred Comp Program	2023 - Dec 2023 - 2nd Council Dec 2023		\$300.00
57736	Department of Justice	2023 - Dec 2023 - 2nd Council Dec 2023		\$948.39
57737	Dept of Labor & Industries	2023 - Dec 2023 - 2nd Council Dec 2023		\$2,191.63
57738	Dept of Retirement	2023 - Dec 2023 - 2nd Council Dec 2023		\$10,715.66
57739	Employment Security - PFML	2023 - Dec 2023 - 2nd Council Dec 2023		\$529.11
57740	Employment Security - WA Cares Fund	2023 - Dec 2023 - 2nd Council Dec 2023		\$417.88
57741	Employment Security Department	2023 - Dec 2023 - 2nd Council Dec 2023		\$179.51
57742	Vimly Benefit Solutions Inc	2023 - Dec 2023 - 2nd Council Dec 2023		\$36,162.70
901708	City of Goldendale	2023 - Dec 2023 - 2nd Council Dec 2023		\$24,547.30
Direct Deposit Run -	Payroll Vendor	2023 - Dec 2023 - 2nd Council Dec 2023		\$62,316.57
12/19/2023				\$138,670.82

AGENDA BILL: F-1

**AGENDA TITLE: COALITION FOR PREVENTING ABUSE IN
KLICKITAT COUNTY**

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____

EXPLANATION: A representative from the Coalition for Preventing Abuse in Klickitat County to present.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

2024 Key Leader Event



Our mission

- ▶ Our Mission is to work within the community to reduce abuse and promote healthy choices by developing an environment of wellness through education, positive opportunities, and advocacy.

Our Purpose

- ▶ We are an abuse prevention coalition focused on preventing and reducing rates of substance use disorders, intimate partner and family violence, and related long-term consequences and behavioral health problems. With a focus on the promotion of health and wellness through education and positive opportunity. CPAKC is an advocate for the community.

Why You

- ▶ Nothing for us without us. That is a prevention motto. This is your community. You know what you need, what works and what doesn't. Your input on this process is vital to the coalition's success. We must support each other in the work we do for our community. As elected leaders for the City of Goldendale your perspective is important.

Come see what the coalition has been doing this past year, 2023, and give us your feedback and ideas for next year to help us continue to build healthy communities. You are stakeholders in our community and can help in this process of growth and change. Come join us and we can learn and grow together.

AGENDA BILL: H-1

**AGENDA TITLE: GROUND LEASE AGREEMENT FOR
EMERGENCY RADIO ANTENNA**

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X

RESOLUTION _____ OTHER _____

MOTION _____ X

EXPLANATION: The attached lease agreement is intended to provide a small area inside the City's watershed property to place an antenna for backup emergency communications.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Approval

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO THE LEASE AGREEMENT AS PRESENTED (OR MODIFIED) TO PROVIDE AN AREA INSIDE THE CITY'S WATERSHED PROPERTY TO PLACE ANTENNA FOR BACKUP EMERGENCY COMMUNICATIONS.

Ground Lease Agreement

This agreement is between the City of Goldendale (landowner) and _____, (tenant), for the lease of 2,500 square foot area of land, located in Klickitat County parcel #06162200000400 for the purpose of installing and operation of a radio antenna for emergency services.

1. The term of this lease shall be from perpetual lease except as terminated earlier according to the provisions below.
2. The tenant agrees to pay a lease fee to the landowner of \$1.00 per year. The tenant agrees to pay such a sum at the beginning of the lease term and on the anniversary thereof unless otherwise mutually agreed.
3. Permitted Uses: The tenant is permitted all normal activities associated with the above purposes, subject to the following limitations: The lease area is located within the protected watershed area and the tenant acknowledges they cannot enter the area or perform and perform activities within the watershed area without prior consent from the landowner. The tenant cannot enter the watershed area without the prior consent of the landowner, except in the case of an emergency. Entering the watershed area without the consent of the landowner shall be considered a default of this Lease agreement.
4. Prohibited Uses: The tenant shall not allow substances or perform any activities on the premises that are, or reasonably considered, detrimental to the environment and/or groundwater sources. The tenant agrees to prepare an annual management plan for review by the landlord, complete annual soil testing, and apply amendments as indicated at tenant expense. The tenant agrees to proper disposal of trash and waste. The tenant further
5. Either party may terminate this lease at any time with 90 days' notice to the other party. The tenant is not permitted to assign or sublease tenants' interest.
6. The terms of this lease may be amended by the landowner, at their discretion, as they consider it necessary to protect the watershed area.
7. Default of these provisions by the tenant shall be considered a default of this Lease agreement. The landowner may require, at their discretion, the immediate determination of this lease agreement and require the immediate removal of tenant equipment at their expense.

8. Landowner retains right to access the parcel(s) for the purposes of inspection without prior notification to the tenant.

This agreement is herein entered into the ____ day of _____, 2024.

Mayor

Tenant

Attested

Clerk Treasurer

AGENDA BILL: H-2

AGENDA TITLE: ADDENDUM TO POSITION DESCRIPTION

DATE: JANUARY 2, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ **X** _____

RESOLUTION _____ OTHER _____

MOTION _____ **X** _____

EXPLANATION: The intent of this Addendum is to add the duties of the animal control officer to the Building/Code Enforcement/City Planner duties. As stated, at the last City Council meeting, this will save the city an approximate 26k annually. By doing this combination by addendum leaves both job descriptions in place and provide the City Council the opportunity to reestablish these duties as two separate jobs descriptions easily in the future if the council desires to make changes. Please see both current job descriptions attached hereto.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Approval

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO EXERCISE THE JOB DESCRIPTION ADDENDUM COMBINING THE BUILDING / CODE ENFORCEMENT / CITY PLANNER DUTIES WITH ANIMAL CONTROL OFFICE DUTIES; AND PAY THE ASSIGNED EMPLOYEE AN ADDITION \$12,000 ANNUALLY TO PERFORM THE ADDITIONAL DUTIES.

ADDENDUM TO POSITION DESCRIPTION
CITY OF GOLDNEDALE
BUILDING/CODE ENFORCEMENT/ CITY PLANNER

This Employment Addendum (the Addendum), is made on this ____ day of _____, 2023, by and between:

Employer _____ (Mayor), and

Employee _____ (Mike Hussey).

The Employer and Employee are hereinafter referred to as the Parties.

This addendum the Building Official/Code Enforcement/City Planner position is intended to conditionally add the Animal Control Officer Position duties as part of the employees routinely performed duties (see attached position descriptions as reference). The Employer hereby agrees to increase the Employees' salary by \$12,000.00 annually.

It is herein understood that Employer reserves the right to modify positions by adding or removing duties as they find necessary for the proficiency of City operations. In additions thereto, the Employer reserves the right to modify salaries to reflect those deleted or added duties as they determine appropriate for the work being performed.

We, the Parties, agree to the aforementioned additions as stated in this job description addendum.

Employer Signature: _____ Date: _____
Mayor

Employee Signature: _____ Date: _____
Employee

POSITION DESCRIPTION
City of Goldendale
Building Official/Code Enforcement/City Planner

Class Title: Building Official/Code Enforcement/City Planner

Department: City Hall

Division: FLSA Exempt

Salary Range: \$70,673.88 to \$86,109.24

Date:

POSITION SUMMARY:

This job description is multifaceted approach to comprehensive code enforcement comprised of those duties commonly performed by a building official, municipal code enforcement officer and city planner. The purpose of this position is to provide consistent review, implantation, and enforcement of all elements of Federal, State and Local code enforcement including, but not limited to, land use development, municipal code enforcement, building construction, design and permitting. The purpose is to ensure compliance with International Building Codes, local and state codes/ordinances, and state/federal laws requiring daily inspection, plans examining, permitting, report drafting and customer service activities.

Essential Functions

1. Assumes responsibility for implementing and managing all activities related to setting and ensuring compliance with development standard, building standards, including plan check, inspection, and issue permits for land development activities.
2. Develops, implements, and assists staff regarding effective procedures and methods for the efficient implementation of all aspects of code enforcement as defined in this job descriptions.
3. Works independently and within a team to ensure consistent code enforcement and administration; quality inspections; fair and thorough plan review, and timely customer service.
4. Performs technical research regarding code enforcement activities; analyzes and rules on alternate methods that may be available to the applicant; provides code interpretations and establishes written policies and procedures needed in the administration and enforcement of the state building code and local ordinances related to building, land use and nuisance code enforcement.
5. Assists in the development and implementation of division goals, objectives, policies, ordinances, and priorities. Assists establishing budget.
6. Works effectively with the public, developers, contractors, architects, and citizens to convey code regulations, resolution methods, and comprehensive permit processing procedures.

7. Explains policies to the public, developers, contractors, architects, and others in person, using computers, and over the phone in a courteous and helpful manner.
8. Establishes and maintains liaisons with appropriate government bodies, private firms, organizations, and individuals to ensure compliance with appropriate laws and development standards.
9. Collaborates and works with department directors and other division heads on applicable services activities.
10. Prepares and administers statistics, reports, and communications using Word, Excel, PowerPoint, or other Microsoft Office software.

Other Job Functions

Establishes and maintains an effective system of communication within the City Council and coworkers. Establishes and maintains effective working relationships with others using tact and diplomacy. Responds to Customer Service Requests; provides quality internal and external customer service. Consults with other department staff to resolve construction and inspection issues. Performs additional related duties as required.

Knowledge of:

- City/county permit system, plan review and inspection practices.
- Washington State Building code or ICC family of codes.
- The permit process from application, issuance, final inspection, and certificate of occupancy.
- Types of construction, allowable size of buildings, and the allowed occupancies.
- Essential Job Functions Review land use and environmental applications and site plans for compliance with local and state regulations and plans.
- Conduct project review meetings and site inspections as necessary to identify any applicable conditions and potential impact of project.
- Prepare staff reports of findings, including recommendations and supporting data for approval and submission to the Hearing Examiner, Planning Commission and/or Board of City Council.
- Provide information to property owners, investors, real estate developers and other interested parties pertaining to land use applications, ordinances, codes, and related community development information.
- Assists zoning and building inspectors in assuring compliance with applicable codes and ordinances.

Ability to:

- Work under stressful conditions or with limited time.
- Read plans and understand calculations and specifications.
- Read and help customers understand sketch construction details.
- Work with people from differing backgrounds and varied experience and/or knowledge of the construction field, land use development and municipal and state code compliance.
- Communicate effectively verbally and in writing.
- Be fair, consistent, and positive while resolving code issues and enforcement problems, using independent judgment or limited direction from supervisors.
- Display organization, communication, and time management skills.

- Use legible penmanship, business level vocabulary, and typing skills.
- Understand the legal aspects of code enforcement.
- Understand instructions and use verbal and numeric aptitudes.
- Show patience and persuasiveness when interacting with other people.
- Works with the staff for legal action to resolve troublesome or non-complying cases.
- Communicate with the public on a variety of land use and environmental matters.
- Conduct and prepare limited technical research and recommendations for drafting or revising local development legislation and plans.
- Provide information regarding City codes, laws, and ordinances.
- Respond to and investigate complaints and reports of possible violations of City codes.
- Prepare reports, recommendations, and case information, and present evidence at appeal hearings and/or legal proceedings. Testifies in court and in administrative proceedings if necessary.
- Coordinate enforcement actions with other departments, jurisdictions, or regulatory agencies.
- Track all violations through the City's customer service request portal and maintains working files on all violations.
- Advise on code compliance policy questions, including proposed code compliance related amendments to the City codes. May develop or assist with drafting materials for Council review.
- Review sign permits and sign programs for code compliance. Performs regular sign sweeps to ensure all temporary and permanent signs within City limits meet code.

JOB DEMANDS AND WORK ENVIRONMENT:

Work requires the operation of a motorized vehicle and mobility for conducting inspections. Outside work and inspections will require exposure to varying weather and terrain. Must frequently sit and talk or hear; occasionally stand, walk, grip or feel with hands, reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl, taste or smell and lift objects weighing up to 25 pounds. Work environment has exposure to indoor environment, outdoor environment, noise, moisture and/or humidity, and dust. Necessary aptitudes include spatial aptitudes, perception of detail, finger and manual dexterity, eye/hand/foot coordination, analytic and problem-solving ability, initiative, precision, alertness, memory, concentration, reasoning ability and judgement. May occasionally require work beyond normal working hours, and occasionally represent the City at Planning Commission, neighborhood meetings, City Council, or other similar meetings.

MINIMUM QUALIFICATIONS:

Education, Experience, and Training:

Building Official - ICC certification and 3 years of combined experience as a plan's examiner and/or combination building inspector; or ICC certification, 3 years of experience in a lead role. Must have, or could obtain, ICC Certified Building Official, ICC Mechanical Certification, ICC Building Inspector Certification, and ICC/IAPMO UPC Plumbing Inspector Certification required. Must possess valid Washington State driver's license.

City Planner Requirements – knowledge of, or the ability to learn quickly, urban, or regional planning, environmental planning, urban design, or a related field preferred. Must have the ability to

obtain a Certification with The American Institute of Certified Planners (AICP). Detailed knowledge of the principles behind new urbanism, transit-oriented development, and complete street design is preferred.

Code Enforcement Officer – analyze research to determine applicable ordinances, codes, regulations, and statutes. Meet deadlines efficiently by applying knowledge of the procedures to fulfill essential job duties; Provide excellent public relations and customer service skills; Work in a multi-task environment; Ability to organize, prioritize, and carry out office work with minimal supervision.

Position descriptions are intended to present a descriptive list of the range of duties necessary to describe the principal functions for this job, the level of knowledge and skill typically required, and the scope of responsibility but should not be considered an all-inclusive listing of work requirements. Essential duties include but are not limited to those listed above. Minimum qualifications are intended as a representative of what is typically associated with this job classification. Any combinations of education and/or experience that demonstrates the ability to perform the functions of the job will be considered.

The City of Goldendale is an equal opportunity/affirmative action employer committed to achieving excellence and strength through diversity. The city seeks a wide range of applicants for its positions so that one of our core values, a qualified and diverse workforce, will be affirmed. Americans with Disabilities Act (ADA) compliance requires the city to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

CITY OF GOLDENDALE

POSITION DESCRIPTION

Title: Animal Control Officer

FSLA Classification: Union

CLASSIFICATION SUMMARY:

Under general supervision, protect community for dangerous or nuisance dogs, enforce Goldendale Municipal Code (GMC), care for dogs at animal control shelter, assist in adoption and maintaining licensing information.

SUPERVISION RECEIVED AND EXERCISED:

Reports to the Public Safety Director and Assistant Chief of Police.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. The Animal Control Officer will provide assistance to the citizens of Goldendale whenever there is a complaint of an animal problem. For the betterment of the community, the Animal Control Officer will patrol for stray, abandoned dogs.
2. The Animal Control Officer will also strive to protect the community of potentially dangerous or nuisance dogs using GMC's to provide this enforcement.
3. Whenever possible, the officer will attempt to find homes for unwanted dogs. While under the officers care, the dogs are provided food; daily care, including watching for any diseases; and cleaning.
4. Interviews prospective new owners of dogs up for adoption.
5. When a home cannot be found, these dogs will be destroyed in a safe, humane manner.
6. Sends written notice to dog owners regarding GMC violations.
7. Tracks dog licenses issued to owners within the city.

8. Provides response to injured animals on city streets or right-of-ways.
9. Provides education, both verbally and through literature, regarding the proper care and responsibilities of being a pet owner. In conjunction with the schools, the Animal Control Officers will educate children about the potential dangers of unfamiliar dogs, as well as proper care of their own pets.
10. Maintain the animal control shelter so as to provide a safe, secure environment of house dogs in the custody of care of animal control.
11. Purchase of items for feeding, care, safety, and security of dogs in care.
12. Performs other duties as assigned.

SELECTION FACTORS:

Knowledge of:

- Animal control; animal cruelty statutes, both GMC's and RCW's
- Judicial system procedures; jurisdictions; and terminology.
- Familiarity with the care and handling of animals, specifically dogs.
- Operation of equipment used to capture and contain animals.
Geographical layout of city and location of key areas. Maintenance of animal shelter.

Ability to:

- Operation and care of motor vehicle; good driving record for insurance purposes.
- Write concise, accurate, comprehensive reports; maintain logs and reports.
- React quickly and calmly in emergency or crisis situations. Operate mentally and physically in those situations.
- Deal with verbal abuse and potential physical assaults in a professional manner, according to policy.
- Learn and enforce city ordinances, county, state, and applicable federal laws.
- Follow written and oral instructions.
- Work harmoniously and effectively with public; coworkers.
- Demonstrate personal trait qualities of persuasion, patience, perseverance, thoroughness, independent decision making, friendliness, firmness, and flexibility.
- Maintain physical condition that allows efficient use of equipment and performance of duties.

AGENDA BILL: H-3

**AGENDA TITLE: INTERLOCAL AGREEMENT BETWEEN THE
CITY OF GOLDENDALE AND KLICKITAT
COUNTY FOR ADULT
PROBATION SERVICES**

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____X_____

MOTION_____

EXPLANATION: This topic is for discussion only. Klickitat County is requesting the city to enter into a new agreement for adult probation services. Please read the agreement for discussion and provide staff with directions on how you would like us to proceed. Staff will be present to discuss.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND KLICKITAT
COUNTY FOR ADULT PROBATION SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the CITY OF GOLDENDALE, a municipal corporation, hereinafter called "City" and KLICKITAT COUNTY, a political subdivision of the State of Washington, hereinafter called "County."

WHEREAS, the County has an established Adult Probation department; and

WHEREAS, the City has been utilizing the services of Adult Probation for many years without an interlocal agreement; and

WHEREAS, the City has historically not paid its pro rata share of the salary and benefits; and

WHEREAS, the County has requested that the pro rata share paid by the City is to include the salary and benefits of the personnel salaries and benefits of Adult Probation personnel; and

WHEREAS, the purpose of this Interlocal Agreement is to set for the terms of usage of Adult Probation by the City pursuant to RCW 39.34.180;

NOW THEREFORE, BE IT AGREED by and between the parties as follows:

- (1) **Adult Probation.** The County and its Adult Probation department shall furnish to the City the facilities and services of the Adult Probation department for all cases wherein the City is the plaintiff in the West District Court, over which the West District Court has jurisdiction, for purposes of enforcing violation of state statutes or city ordinances committed by persons within the City's jurisdiction that constitute gross misdemeanors, misdemeanors, or civil infractions. Nothing in this Agreement shall permit the City to regulate the administration of the court.

- (2) **Compensation.**

The method for determining the current year's annual charge shall be determined by the average percentage of the municipality's previous 3 years of total probation cases. The adopted Adult Probation budget expenses shall multiply this percentage for the year.

- (a) Calculation of Percentage of Usage. The parties have determined, and do hereby agree, that in return for facility usage and services of the Adult Probation department, the City shall pay the County, the City's pro rata share of the total costs of the salaries and benefits of the Adult Probation personnel. The Adult Probation Annual Case Reports will be the source for this utilization. The pro rata share shall be an amount equal to the ratio of the total number of cases placed on supervision status wherein the City is the plaintiff, to the total number of cases filed by all jurisdictions in Adult Probation.
- (b) Costs to be Allocated by Percentage. The total costs allocated by paragraph (2)(a) above shall include, but are not limited to, and the salaries and benefits of the Adult Probation personnel, for the adopted budget year.
- (c) Time Period for Determining Percentage. The ratio described above in paragraph (2) (a) shall for each year be based on the average case count for the previous 3 calendar years.

- (3) **Billings.** The County will invoice the City quarterly for the City's pro rata share of the agreed- upon figure for the calendar year. All sums due to the County shall be paid within thirty (30) days of mailing such invoice, via regular mail or electronic mail.

- (4) **Distributions of Revenues to the City.** All probation fees collected related to municipal court probation services shall be retained by the County as compensation for probation services.
- (5) **Term.** This Agreement shall be effective upon execution by the parties and recording with the Klickitat County Auditor and shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the terms of this Agreement or extended by written amendment. The Parties will negotiate the cost of Adult Probation every 2 years. The County is responsible for sending a proposal to the City no later than February 15 of 2025.
- (6) **Termination and Notice of Termination.** This Agreement is terminable by either party without cause if such party provides written notice of intent to terminate in accordance with RCW 3.50.810 and 35.20.010. Any such notice from the City must be received by the Chairperson of the Klickitat County Board of County Commissioners by the statutorily required date, and any such notice from the County must be received by the Mayor of the City by the statutorily required date.
- (7) **Ownership of Property.** All real and personal property used in the operation of Adult Probation has been and shall continue to be acquired by the County, owned by the County and may be disposed of at the discretion of the County.
- (8) **Waiver of Binding Arbitration.** Provided that this Agreement is not earlier terminated pursuant to the terms stated above, this Agreement will expire on December 31, 2025, unless a written renewal Agreement is executed prior to such date. The City and the County waive and release any right to invoke binding arbitration under RCW 3.62.070, 35.20.010, 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.
- (9) **Indemnification Regarding City Ordinances.** The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures as well as any and all case filed by the Municipal Prosecutor and/or cited by members of City Police Departments. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue or conduct or acts of Municipal Prosecutor and/or City Police Departments the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees. This provision shall survive the termination of this Agreement.
- (10) **General Indemnification.** The City and the County each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.
- (11) **Captions.** The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- (12) **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.
- (13) **Governing Law.** This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary

to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Klickitat County, Washington.

- (14) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.
- (15) **Amendment or Waiver.** This Agreement may not be modified or amended except by resolution or ordinance adopted by the City and the County. No course of dealing between the parties or any delay in exercising rights hereunder shall operate as a waiver of any rights of any party.

IN WITNESS WHEREOF, the parties here to have signed this agreement this ____ day of _____ 2023.

City of Goldendale
Goldendale, Washington

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Mayor Michael Canon

Dan Christopher, Chairman

APPROVED AS TO FORM:

Jacob Anderson, Commissioner

Goldendale City Attorney

Lori Zoller, Commissioner

ATTEST:

Clerk of the Board

In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

Klickitat County Prosecuting Attorney

AGENDA BILL: H-4

AGENDA TITLE: FIRE DEPARTMENT GRANT

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____
RESOLUTION _____ OTHER _____
MOTION _____ X _____

EXPLANATION: The Fire Department was awarded the FEMA Assistance to Fire Fighting Grant in the amount of \$187,000.00. The Fire Department would like to order Air-Pak (SCBA's) in the amount of \$186,641.50. The grant has a required match of 5%. The Fire Department will pay for the Air-Pak and get reimbursed by the FEMA Grant in the amount of \$177,291.50. Chief Noah Halm will be in attendance to answer any questions.

FISCAL IMPACT: \$186, 641.50 with a reimbursement amount of \$177,291.50 and \$9,350.00 will be coming out of the Public Safety Fund.

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE THE PURCHASE OF AIR-PAKS FOR THE FIRE DEPARTMENT

Sandy Wells

From: Fire Chief
Sent: Thursday, December 28, 2023 11:24 AM
To: Sandy Wells
Subject: Fwd: [EXTERNAL] 3MSCOTT Updated SCBA Quote
Attachments: QT1754777 X3 PRO SCBA, 4500psi Cyl., AV3000HT Masks, Voice Amps 12.28.23.pdf

Can we get this in the council packet. I will stop by after work and give you the information on it

Get [Outlook for iOS](#)

From: Oberweiser, Brian <boberweiser@mesfire.com>
Sent: Thursday, December 28, 2023 11:00:18 AM
To: Fire Chief <fdchief@ci.goldendale.wa.us>
Subject: [EXTERNAL] 3MSCOTT Updated SCBA Quote

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chief,

First, I would like to thank you, your Commissioners, and your Firefighters for the opportunity to participate in your next SCBA selection. We had a great time giving our presentation to everyone present. We know that this decision is not an easy one. We hope that if selected, we can provide the best customer service and care possible. I place a great level of trust in the 3M SCOTT Air Pack due to its redundant Safety Features. As someone who has worn a different brand for 26 years in the fire service and seen many different packs in action at the North Bend Fire Training Academy, I know that SCOTT places the highest priority of delivering Air to the Individual Firefighter. They take great pride in their design and the fact that they are built right here in the USA means a lot to us as well.

Attached in this email is your new updated quote to match the configuration you requested. This includes the following:

- **(20) Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), None, None, No, Pak-Tracker, No Case, 2 SCBA Per Box**
- **(40)- Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm) (Standard Size)**
- **(2)- SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE SMALL**
- **(20)- SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED**
- **(3)- SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE LARGE**
- **(18)- FREE- NEW EPIC 3 Voice Amplifier (Individually Packaged)**
- **(7) FREE- NEW Old Stock EPIC 3 VOICE AMPLIFIER SALES SAMPLES**
- **(40)- CYLINDER LOGO CHARGE - MULTICOLORED LOGO (this will extend the lead time for delivery to about 120 days)**
- **(2)- FREE- SEEK Reveal Fire PRO TIC's**

If selected, I will travel to your Department to fit test all your members, free of charge. Multiple trips can be made as well to best accommodate everyone's schedules. If adjustments need to be made to the quote for masks, we can do that before placing the order or do mask exchanges once the order has been sent in and received by your Department. Either way works for us.

The attached quote is based off Sourcewell Contract #032620 and if we are chosen, your order would be placed on the Sourcewell Contract. If you have any questions regarding the contract, please feel free to contact me anytime. Your Sourcewell member number is 94268 and you can find both the contract number and your member number on the quote in two places.

Thank you again for the opportunity to be a part of your SCBA selection process. I look forward to hearing back from you.

Have a great rest of your week!

Best Regards,
Brian Oberweiser
(Obe)

BRIAN OBERWEISER

Sales Representative

Municipal Emergency Services & Lawmen Supply Company

Mobile Number: 1 509 367 3776

Office: 360 737 3800

Fax: 360 737 1632

[boberweiser@mesfire.com](mailto:bOberweiser@mesfire.com)

www.mesfire.com



[MES CATALOG BOOKSHELF \(COMPLETE COLLECTION\)](#)

[ENROLL IN ELECTRONIC INVOICING HERE!](#)



3801 Fruit Valley Road • Suite C • Vancouver, WA • 98660



(877) 637-3473

Quote

Quote # QT1754777
Date 10/31/2023
Expires 01/26/2024
Sales Rep Oberweiser, Brian
PO # X3 PRO SCBA, 4500psi Cyl., AV3000HT Masks, VA
Shipping Method FedEx Ground
Customer CITY OF GOLDENDALE FIRE DEPARTMENT
Customer # C45816

Bill To

CITY OF GOLDENDALE FIRE
DEPARTMENT
1103 SOUTH COLUMBUS
Goldendale WA 98620
United States

Ship To

CITY OF GOLDENDALE FIRE
DEPARTMENT
1103 SOUTH COLUMBUS
Goldendale WA 98620
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914025005304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), None, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	20	\$6,777.00	\$135,540.00
200129-01A			Snap-Change Cylinder, Carbon-Wrapped Short & Stubby, Pressure 4500, 45 Minutes (at 40 lpm)	40	\$742.00	\$29,680.00
201215-27			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE SMALL	1	\$350.00	\$350.00
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	20	\$350.00	\$7,000.00
201215-29			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE LARGE	3	\$350.00	\$1,050.00
201275-01			EPIC 3 Voice Amplifier (Individually Packaged)	18	\$0.00	\$0.00
201275-01 SS			EPIC 3 VOICE AMPLIFIER SALES SAMPLE (New) Shelf Stock	6	\$0.00	\$0.00
CYL LOGO 2-COLOR			CYLINDER LOGO CHARGE - MULTI COLORED LOGO	40	\$0.00	\$0.00
RQ-FFAX			Seek Reveal Fire PRO Salesmen Demo Units	2	\$0.00	\$0.00
This order is to be placed on Sourcwell contract: RFP #032620						
Customers Sourcwell Member Number is 94268						



QT1754777



(877) 637-3473

Quote

Quote #

QT1754777

Date

10/31/2023

***This order is to be placed on Sourcewell contract:
RFP #032620***

Customers Sourcewell Member Number is 94268

Subtotal	\$173,620.00
Shipping Cost	\$0.00
Tax Total	\$13,021.50
Total	\$186,641.50

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1754777

AGENDA BILL: H-5

AGENDA TITLE: PARKS COMMITTEE SETUP

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION: At the last City Council meeting, Council Member Steve Johnston requested to set up a Task Force / Parks Committee.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

AGENDA BILL: I1

AGENDA TITLE: RESOLUTION ON TOURISM AWARDS

DATE: JANUARY 2, 2024

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____
RESOLUTION_____X_____ OTHER_____
MOTION_____X_____

EXPLANATION:

The City Council approved the recommendation of the Event Committee. The following Resolution is to authorize reimbursement funding for tourism events and festivals in 2024 with lodging tax revenues.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NUMBER 731 AUTHORIZING FUNDING FOR TOURISM EVENTS AND FESTIVALS IN 2023 IN THE AMOUNT OF \$43,800.00

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 731

**A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND
FESTIVALS IN 2024 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING
TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION
CHAPTER 3.22**

WHEREAS, on November 1, 2023, the City of Goldendale mailed and advertised a call of proposals requesting funding for events and festivals with lodging tax revenue, and

WHEREAS, the suggested budget for funding of the events and festivals from this application process was \$43,800.00, and

WHEREAS, by November 30, 2023, five (5) applications for funding were received totaling \$67,800.00, and

WHEREAS, on December 18, 2023, the Event Committee met to make a recommendation to the City Council and to fund the requests in the amount of \$43,800.00 in accordance with the spread sheet attached as Exhibit A, 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, in accordance with Exhibit A attached to this resolution, for funding events and festivals for the City of Goldendale and further that staff be directed to prepare agreements, substantially in form attached hereto, as Exhibit B, and the Mayor to execute the same with each of the event organizers.

APPROVED BY THE GOLDENDALE CITY COUNCIL THIS 2ND DAY OF JANUARY 2024.

David Jones, Mayor

ATTEST:

Sandy Wells, Clerk-Treasurer

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 PO Box 357, 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, 2024 and terminate December 31, 2024.

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

ABATE OF WASHINGTON

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

ABATE Federal ID No:

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: Po Box 357
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

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

(b) *Subcontractor*

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

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

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

4. PROFESSIONAL CONDUCT

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

5. INDEMNIFICATION

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

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

4th of July Demolition Derby & Professional Fireworks Display.

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

Terms of compensation are as follows:

TOTAL \$ 7,000.00

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 30, 2024. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2024.

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.

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 Po Box 1064, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE".

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 BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2024 and terminate December 31, 2024.

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

**BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

**BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE
Federal ID No: 27-0539918**

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: Po Box 1064
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE” 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 BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE 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 BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE 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 BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE 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. BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE 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 BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ’s performance of this Agreement. BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE (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 *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE*, 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 *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* 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, *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall have the right to cancel this agreement, in writing, within 30 days of the request.

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

8. NONDISCLOSURE

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

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

14. AUDITS

The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* 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 *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall provide reports submitted in the manner directed by GOLDENDALE. The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* 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 *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* 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 Candy Cane Lane Parade on December 8, 2024. (Including, as funding allows the purchase of replacement lighted candy cane fixtures).

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

Terms of compensation are as follows:

TOTAL	\$ 7,000.00
-------	-------------

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE in connection with performing the approved scope of work. 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 30, 2024. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2024.

REPORTING AND RECORD KEEPING

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

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE PRIDE EVENT

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 PRIDE EVENT, c/o 5 Legacy Dr, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GOLDENDALE PRIDE EVENT".

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2024 and terminate December 31, 2024.

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: _____
Clerk Treasurer

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

GOLDENDALE PRIDE EVENT

By: _____
Title: President

GOLDENDALE PRIDE EVENT

Federal ID No.

Address: 5 Legacy Dr
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“GOLDENDALE PRIDE EVENT” 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 *GOLDENDALE PRIDE EVENT* 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 *GOLDENDALE PRIDE EVENT* 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 *GOLDENDALE PRIDE EVENT*'s activities will be at its own risk.

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

GOLDENDALE PRIDE EVENT 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 *GOLDENDALE PRIDE EVENT*'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 PRIDE EVENT's performance of this Agreement. *GOLDENDALE PRIDE EVENT*'s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *GOLDENDALE PRIDE EVENT* (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 *GOLDENDALE PRIDE EVENT*, 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 *GOLDENDALE PRIDE EVENT* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. GOLDENDALE PRIDE EVENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

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

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

8. NONDISCLOSURE

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

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

performance of the services.

14. AUDITS

The *GOLDENDALE PRIDE EVENT* 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 GOLDENDALE PRIDE EVENT shall provide reports submitted in the manner directed by GOLDENDALE. The GOLDENDALE PRIDE EVENT 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 GOLDENDALE PRIDE EVENT 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

Host an event to bring the community together.

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

Terms of compensation are as follows:

TOTAL \$ 2000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE PRIDE EVENT 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 30, 2024. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2024.

REPORTING AND RECORD KEEPING

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

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GREATER GOLDENDALE AREA CHAMBER OF COMMERCE

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 GREATER GOLDENDALE AREA CHAMBER OF COMMERCE, c/o 903 E Broadway, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GREATER GOLDENDALE AREA CHAMBER OF COMMERCE".

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 GREATER GOLDENDALE AREA CHAMBER OF COMMERCE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The GREATER GOLDENDALE AREA CHAMBER OF COMMERCE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2024 and terminate December 31, 2024.

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

**GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE
Federal ID No: 91-6053873

Date: _____

Address: 903 E. Broadway
Goldendale, Wa 98620

Address: 1103 S. Columbus
Goldendale, Wa 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“GREATER GOLDENDALE AREA CHAMBER OF COMMERCE” 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 GREATER GOLDENDALE AREA CHAMBER OF COMMERCE 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 GREATER GOLDENDALE AREA CHAMBER OF COMMERCE 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 GREATER GOLDENDALE AREA CHAMBER OF COMMERCE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE 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. GREATER GOLDENDALE AREA CHAMBER OF COMMERCE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of GREATER GOLDENDALE AREA CHAMBER OF COMMERCE services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE 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 GREATER GOLDENDALE AREA CHAMBER OF COMMERCE ’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with GREATER GOLDENDALE AREA CHAMBER OF COMMERCE ’s performance of this Agreement. GREATER GOLDENDALE AREA CHAMBER OF COMMERCE ’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of GREATER GOLDENDALE AREA CHAMBER OF COMMERCE (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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE*, 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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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, *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall have the right to cancel this agreement, in writing, within 30 days of the request.

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

8. NONDISCLOSURE

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE 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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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, *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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.

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

14. AUDITS

The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall provide reports submitted in the manner directed by GOLDENDALE. The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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 *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* 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

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 Wi-Fi
- c. Building operations

Provide event management and marketing support to interested local and other organizations.

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

Terms of compensation are as follows:

TOTAL \$ 26,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GREATER GOLDENDALE AREA CHAMBER OF COMMERCE in connection with performing the approved scope of work. 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 30, 2024. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2024.

REPORTING AND RECORD KEEPING

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

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE KIWANIS CLUB

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 KIWANIS CLUB, c/o PO Box 993, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GOLDENDALE KIWANIS CLUB".

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2024 and terminate December 31, 2024.

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

GOLDENDALE KIWANIS CLUB

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
Federal ID No:
City Clerk

GOLDENDALE KIWANIS CLUB

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: PO Box 993
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“GOLDENDALE KIWANIS CLUB” 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
GOLDENDALE KIWANIS CLUB 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 *GOLDENDALE KIWANIS CLUB* 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 *GOLDENDALE KIWANIS CLUB*’s activities will be at its own risk.

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

GOLDENDALE KIWANIS CLUB 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 *GOLDENDALE KIWANIS CLUB*’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 KIWANIS CLUB’s performance of this Agreement. *GOLDENDALE KIWANIS CLUB*’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *GOLDENDALE KIWANIS CLUB* (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 *GOLDENDALE KIWANIS CLUB*, 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 *GOLDENDALE KIWANIS CLUB* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. GOLDENDALE KIWANIS CLUB ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

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

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

8. NONDISCLOSURE

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

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

performance of the services.

14. AUDITS

The *GOLDENDALE KIWANIS CLUB* 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 GOLDENDALE KIWANIS CLUB shall provide reports submitted in the manner directed by GOLDENDALE. The GOLDENDALE KIWANIS CLUB 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 GOLDENDALE KIWANIS CLUB 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

Kids Golf Tournament.

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

Terms of compensation are as follows:

TOTAL \$ 1800.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE KIWANIS CLUB 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 30, 2024. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2024.

REPORTING AND RECORD KEEPING

GOLDENDALE KIWANIS CLUB 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 GOLDENDALE KIWANIS CLUB 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.