

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
FEBRUARY 6, 2023
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 6:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - a. Pledge of Allegiance
- 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. Goldendale Middle School FFA
- G. Department Reports
- H. Council Business
 - 1. Interlocal Agreement for Dispatch Services
 - 2. WA ST Dept of Commerce Federal General Grant Contract
 - 3. Interlocal Joint Use Agreement with Central Klickitat Conservation District
 - 4. American Red Cross Month – Proclamation
 - 5. Consulting Engineer Agreement
- I. Resolutions
 - 1. Tourism Awards 2023
- J. Ordinances
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
- N. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON FEBRUARY 21, 2023, AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: FEBRUARY 6, 2023

ACTION REQUIRED:

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

EXPLANATION:

The consent agenda includes the following:
Minutes of the January 17, 2023, regular council meeting and January 23, 2023 special council meeting, first pay period January checks #56542 – 56548, 901546 – 901547, direct deposit 1/23/23 in the amount of \$114,866.96, February 6, 2023 claims checks #56549 – 56615, 901548 - 901552 in the amount of \$427,288.79.

FISCAL IMPACT:

Payroll checks in the amount of \$114,866.96, claim checks in the amount of \$427,288.79.

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
January 17, 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 Miland Walling

Staff Present (Not Voting): City Administrator Pat Munyan, Clerk Treasurer Sandy Wells, Police Chief Jay Hunziker

Motion: I move to excuse Council Member Filiberto Ontiveros **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Loren Meagher
Motion Passed Unanimously

CLOSED PUBLIC HEARING

Dennis Schroder, Goldendale – spoke against how the minute highlights are being typed up for the January 3rd, 2023, council meeting.

AGENDA AND CONSENT AGENDA

Mayor Michael Canon would like to change C1 to MOA PD hiring incentive pay instead of retention pay to the agenda.

Motion: I move to amend tonight's agenda to change C1 to MOA PD Hiring Incentive Pay and approve the agenda as amended and consent agenda, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Ellie Casey.
Motion Passed Unanimously

DEPARTMENT REPORTS

Police Chief Jay Hunziker, for the 2 new hires, we are waiting on an academy date. We have a lateral officer that has applied. I have started the background on him. He has been an officer in Klickitat County for about 18 years. We are doing 7 interviews for the office position to replace Jessica. Our body cameras have arrived and will I start working the policy and procedures. So far this year we are at 112 cases.

City Administrator Pat Munyan, Public Works have been working on routine maintenance. We have the started the ASR (Aquifer Storage and Recovery) project. Pat explained what the ASR program is and how it works. The administration is working on getting a SAW and Eagl Account set up to get some reimbursements. The Department of Ecology is looking at giving the City of Goldendale an additional \$200,000 of funding for the ASR planning process.

Council Member Loren Meagher wants the council to look at the ASR results in the future when looking at granting water access to outside the city limits users.

COUNCIL BUSINESS

MOA PD Hiring Incentive by Pat Munyan, at a previous council meeting, the City Council authorized the administration to increase lateral police officer hiring incentive pay from \$10,000 to \$15,000. The MOA is attached to your packet and it replaces and implements the new incentive pay for Lateral Police Officers.

Motion: I move to approve the MOA for lateral police officer and increase the hiring incentive pay from \$10,000 to \$15,000 **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Miland Walling.
Motion Passed Unanimously

Building Official / Code Enforcement/ City Planner by Pat Munyan, at a previous council meeting the City Council has authorized the creation of a new exempt combined position to be known as the Building Official/ Code Enforcement/ City Planner

REPORT OF OFFICERS

Council Member Dave Jones, I want to thank the Goldendale Police Department for helping at the store. We had an issue, and the officer handled that situation with restraint.

Council Member Andy Halm, would like to see the council do a refresher course on "Robert Rules" rules of order.

Council Member Miland Walling, let the council know that the Mayor and Miland will be attending the AWC City Action Days conference in Olympia.

Mayor Michael Canon, I wanted to thank Andy for his suggestion, and we will look at getting that training set up.

Open Public Comment

Larry Lenoir, Goldendale, let the council know that Dennis Schroder's opinion is as a private citizen and not a reflection on the Goldendale Motor Sports Association (GMA). Mr. Lenoir wanted to make sure the tourism committee knows that and feels because of Mr. Schroder's presentation that the GMA had money held back from their application. Mr. Lenoir gave a couple of examples regarding that issue.

Roger Nichols, Radio Station, apologized to Mr. Lenoir for assuming Dennis was speaking on behalf of GMA as the GMA president.

Dennis Schroder, 363 Rimrock Rd, thought the meeting minutes of the January 3rd 2023 council meeting were extremely bias and feels the City is limiting the amount of information out to the public. Mr. Schroder would like the City to go back 3 years and require the Chamber to show accountability for their tourism funding.

Mayor Michael Canon, public comment is not ever to accuse staff in this nature. We are happy to work on the problem, but your accusation is unfounded.

ADJOURNMENT

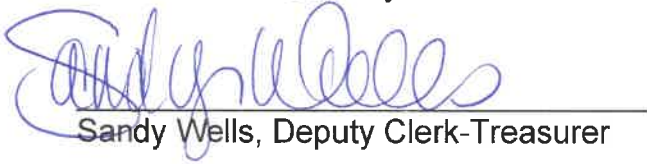
6:34 PM

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

Motion passed unanimously.



Michael A Canon, Mayor



Sandy Wells, Deputy Clerk-Treasurer

**GOLDENDALE CITY COUNCIL
SPECIAL MEETING
January 23, 2023
4:00 PM**

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

ROLL CALL

Council Present: Mayor Michael A Canon (Not voting, Council Member Ellie Casey, Council Member Dave Jones, Council Member Steve Johnston, Council Member Loren Meagher

Staff Present (Not Voting): City Administrator Pat Munyan, Clerk Treasurer Sandy Wells, Police Chief Jay Hunziker

Motion: I move to excuse Council Member Andy Halm, Council Member Filiberto Ontiveros, Council Member Miland Walling, **Action:** Motion, **Moved by** Council Member Dave Jones, **Seconded by** Council Member Steve Johnston
Motion Passed Unanimously

**CLOSED PUBLIC HEARING
NO COMMENT**

AGENDA

Motion: I move to approve the agenda (THERE IS NO CONSENT AGENDA), **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Ellie Casey.
Motion Passed Unanimously

DEPARTMENT REPORTS

Clerk Treasurer, Sandy Wells, we will be moving our credit card company from US Bank to our local back Columbia Bank.

COUNCIL BUSINESS

Kiwanis Club Financial Support Authorization by Pat Munyan, at the December 19th, 2022 city council meeting the city council approved to support Kiwanis request for financial support to replace or repair flags in the amount of \$2,388.00. In review of their request only \$762.00 is marked for pole and flag repair or replacement. \$1,626.00 is marked to pay for the salary and benefits.

Council Member Dave Jones is in support to give the Kiwanis the full amount of \$2,388.00 to repair or replace the flags.

Motion: I move to amend authorized staff to reimburse the Kiwanis club for flagpole and flag repair or replacement in the amount of \$2,388.00 to come out of the city's beautification fund budget, **Action:** Motion, **Moved by** Council Member Dave Jones, **Seconded by** Council Member Loren Meagher
Motion Passed Unanimously

Professional Services Contract with Maria Hutchins by Jay Hunziker, Jessica needs additional training and support for her new position as the Police Clerk. Maria Hutchins will be

in town next week and is willing to provide support in helping Jessica PERG some records. That task is a two-person job and will take about 4 days.

Motion: I move to approve the consultant contract with Maria Hutchins, **Action:** Motion, **Moved** by Council Member Loren Meagher, **Seconded by** Council Member Ellie Casey
Motion Passed Unanimously

REPORT OF OFFICERS

City Administrator Pat Munyan, Mr. Bellamy's contract expired at the end of December 2022 and is no longer under contract with the City of Goldendale.

Mayor Mike Canon, City will be doing some updating on our ordinance regarding public meetings. Some of the language in our ordinances needs to be updated.


OPEN PUBLIC COMMENT

NO COMMENT

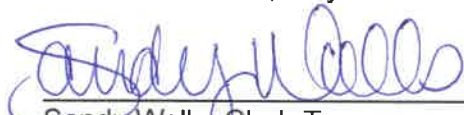
ADJOURNMENT

4:13 PM

Motion: I motion to Adjourn the meeting, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Ellie Casey.
Motion passed unanimously.



Michael A Canon, Mayor



Sandy Wells, Clerk-Treasurer

Register

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

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check				
56549	Vimly Benefit Solutions Inc	1/25/2023		\$1,470.14
56550	WA St Treasurer	1/26/2023		\$3,082.17
56551	WA Cities Ins Authority	1/30/2023		\$229,376.00
56552	Maria Hutchins	1/30/2023		\$1,500.00
56553	Board For Volunteer Firefighters	1/30/2023		\$370.00
56554	Board For Volunteer Firefighters	1/30/2023		\$1,980.00
56555	Employment Security	1/31/2023		\$2,326.07
56556	WA St Dept of Licensing	2/2/2023		\$54.00
56557	Active911 Inc	2/6/2023		\$370.88
56558	American Water Works Assoc	2/6/2023		\$87.00
56559	Association of WA Cities	2/6/2023		\$4,968.66
56560	AT&T Mobility	2/6/2023		\$57.73
56561	Avista Utilities	2/6/2023		\$2,634.73
56562	Axon Enterprise Inc	2/6/2023		\$4,570.03
56563	Bohn's Printing	2/6/2023		\$267.44
56564	Book Nook, The	2/6/2023		\$30.10
56565	Carquest Auto Parts	2/6/2023		\$427.26
56566	Cascade Fire & Safety	2/6/2023		\$2,210.88
56567	Cascade Investments	2/6/2023		\$297.66
56568	Centurylink AZ	2/6/2023		\$94.13
56569	Centurylink NC	2/6/2023		\$15.96
56570	Christopher R Lanz Law Office LLC	2/6/2023		\$200.00
56571	Class 5	2/6/2023		\$765.63
56572	Columbia Gorge Fire Equipment Co.	2/6/2023		\$314.98
56573	David Brotherton	2/6/2023		\$180.00
56574	Eurofins Microbiology Laboratories INC	2/6/2023		\$129.45
56575	Evergreen Rural Wtr of WA Corp	2/6/2023		\$670.00
56576	Ferguson Portland Waterworks #3011	2/6/2023		\$3,200.85
56577	Gary Erickson	2/6/2023		\$875.04
56578	Goldendale City of	2/6/2023		\$171.38
56579	Goldendale Sentinel	2/6/2023		\$1,882.89
56580	Goldendale Tire Center	2/6/2023		\$66.65
56581	Gorge Networks	2/6/2023		\$806.54
56582	Grainger	2/6/2023		\$134.23
56583	Hattenhauer Energy Co LLC	2/6/2023		\$3,369.19
56584	IBS Incorporated	2/6/2023		\$124.02

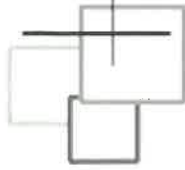
Number	Name	Print Date	Clearing Date	Amount
56585	JP Cooke CO	2/6/2023		\$105.95
56586	Klickitat CO Fire Dist #7	2/6/2023		\$175.00
56587	Klickitat CO Health Dept	2/6/2023		\$175.00
56588	Krystal L Smith	2/6/2023		\$1,275.00
56589	Lori Lynn Hodor Attorney at Law	2/6/2023		\$2,260.55
56590	MagBak	2/6/2023		\$251.29
56591	Marsh	2/6/2023		\$3,675.00
56592	Municipal Emergency Services Inc	2/6/2023		\$1,518.93
56593	North Central Laboratories	2/6/2023		\$299.82
56594	NWSC Northwest Safety Clean	2/6/2023		\$189.31
56595	One Call Concepts Inc	2/6/2023		\$20.33
56596	Optimist Printers	2/6/2023		\$192.43
56597	Pioneer Surveying & Engineering Inc	2/6/2023		\$750.00
56598	Public Works 1 Inc	2/6/2023		\$15,000.00
56599	Quadient Leasing USA Inc	2/6/2023		\$383.78
56600	Quill Corporation	2/6/2023		\$174.92
56601	Radcomp Technologies	2/6/2023		\$5,510.24
56602	RH2 Engineering Inc	2/6/2023		\$1,779.66
56603	Riley Brothers Inc	2/6/2023		\$9,371.38
56604	Schuknecht's Polygraph Service	2/6/2023		\$200.00
56605	Shred Northwest Inc	2/6/2023		\$70.00
56606	Stearns Bank N.A.	2/6/2023		\$1,246.14
56607	Swissphone LLC	2/6/2023		\$2,950.56
56608	Uline	2/6/2023		\$217.42
56609	US Bank	2/6/2023		\$5,219.96
56610	Verax Chemical Company	2/6/2023		\$506.32
56611	Vision Municipal Solutions LLC	2/6/2023		\$11,811.00
56612	WA Assoc Sheriff & Police	2/6/2023		\$120.00
56613	WA St Auditor	2/6/2023		\$174.15
56614	WA St Dept of Ecology	2/6/2023		\$82,100.75
56615	Washington State Patrol	2/6/2023		\$541.64
901548	WA St Dept of Revenue	1/31/2023		\$1,892.56
901549	HSA Bank Employee Plan Funding	2/6/2023		\$20.25
901550	Neopost Leasing Inc	2/6/2023		\$600.00
901551	WA St Dept of Revenue	1/31/2023		\$7,146.56
901552	Invoice Cloud	1/31/2023		\$281.20
	Total	Total	Check	\$427,288.79
		Total	20016310	\$427,288.79
	Grand Total			\$427,288.79

**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 56549 through 56615, 901548 - 901552 in the amount of \$427,288.79, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 3 day of February 2023.


Sandy Wells, Clerk-Treasurer



Register Activity

Fiscal: 2023

Period: 2023 - Jan 2023

Council Date: 2023 - Jan 2023 - 2nd Council Jan 2023

Reference	Date	Amount	Notes
Reference Number: 56549 <u>Invoice - 1/26/2023 8:39:40 AM</u>	Vimly Benefit Solutions Inc 1/25/2023	\$1,470.14 \$1,470.14	Rate Increase Difference
Reference Number: 56550 <u>Invoice - 1/26/2023 4:16:40 PM</u>	WA St Treasurer 1/26/2023	\$3,082.17 \$3,082.17	4th Quarter
Reference Number: 56551 <u>15690</u>	WA Cities Ins Authority 1/1/2023	\$229,376.00 \$229,376.00	Liability Insurance
Reference Number: 56552 <u>Invoice - 1/30/2023 12:43:14 PM</u>	Maria Hutchins 1/26/2023	\$1,500.00 \$1,500.00	GPD Consultation
Reference Number: 56553 <u>Invoice - 1/30/2023 2:27:21 PM</u>	Board For Volunteer Firefighters 1/20/2023	\$370.00 \$370.00	GPD Reserve Officer Pension
Reference Number: 56554 <u>Invoice - 1/30/2023 6:17:12 PM</u>	Board For Volunteer Firefighters 1/20/2023	\$1,980.00 \$1,980.00	Fire Dept Pension Insurance
Reference Number: 56555 <u>Invoice - 1/31/2023 3:17:48 PM</u>	Employment Security 1/31/2023	\$2,326.07 \$2,326.07	2nd quarter 2022 PMFL
Reference Number: 56556 <u>Invoice - 2/2/2023 10:47:47 AM</u>	WA St Dept of Licensing 2/2/2023	\$54.00 \$54.00	Poggi CDL License
Reference Number: 56557 <u>466931</u>	Active911 Inc 1/22/2023	\$370.88 \$370.88	Alert Subscription
Reference Number: 56558 <u>Invoice - 2/2/2023 2:54:31 PM</u>	American Water Works Assoc 2/2/2023	\$87.00 \$87.00	Membership Renewal
Reference Number: 56559 <u>101403</u> <u>112540</u>	Association of WA Cities 1/1/2023 1/1/2023	\$4,968.66 \$2,125.00 \$2,843.66	AWC Membership Drug & Alcohol Membership/ Retro Safety Membership
Reference Number: 56560 <u>287258483135x01182023</u>	AT&T Mobility 1/10/2023	\$57.73 \$57.73	Chlorination Station Wifi

Reference	Date	Amount	Notes
Reference Number: 56561 <u>Invoice - 2/2/2023 2:58:09 PM</u>	Avista Utilities 1/17/2023	\$2,634.73 \$2,634.73	Gas Utility
Reference Number: 56562 <u>INUS131136</u>	Axon Enterprise Inc 1/15/2023	\$4,570.03 \$4,570.03	Body Cameras
Reference Number: 56563 <u>86997</u> <u>86998</u> <u>86999</u>	Bohn's Printing 1/26/2023 1/26/2023 1/26/2023	\$267.44 \$181.57 \$38.49 \$47.38	Copies Copies Copies
Reference Number: 56564 <u>871062</u>	Book Nook, The 1/4/2023	\$30.10 \$30.10	Water Bottle Engraving
Reference Number: 56565 <u>4993-631494</u> <u>4993-631570</u> <u>4993-631593</u> <u>4993-631696</u> <u>4993-631774</u> <u>4993-632010</u> <u>4993-632066</u> <u>4993-632343</u> <u>4993-632344</u> <u>4993-632926</u>	Carquest Auto Parts 1/3/2023 1/4/2023 1/4/2023 1/5/2023 1/6/2023 1/9/2023 1/9/2023 1/11/2023 1/11/2023 1/17/2023	\$427.26 \$77.07 \$213.11 \$16.82 \$27.94 \$5.55 \$2.59 \$3.10 \$6.76 \$11.48 \$62.84	Tank Engine Heater Fram Ant FS 1 Gal Chevron 24X30 Nutdriver set 7pc Lube Spin -on Breather Filter Oil Filter Hex Skt Gloves Filter, Oil
Reference Number: 56566 <u>162465</u>	Cascade Fire & Safety 1/25/2023	\$2,210.88 \$2,210.88	Hoses, Adapters
Reference Number: 56567 <u>Invoice - 2/2/2023 3:26:51 PM</u>	Cascade Investments 2/2/2023	\$297.66 \$297.66	Water Bill Credit Refund
Reference Number: 56568 <u>Invoice - 2/2/2023 3:38:05 PM</u>	Centurylink AZ 2/2/2023	\$94.13 \$94.13	Fax
Reference Number: 56569 <u>Invoice - 2/2/2023 3:39:09 PM</u>	Centurylink NC 2/2/2023	\$15.96 \$15.96	Long Distance
Reference Number: 56570 <u>2A0094753</u> <u>2A0153668</u>	Christopher R Lanz Law Office LLC 1/24/2023 1/24/2023	\$200.00 \$100.00 \$100.00	Jacob Waldron Angel Diamond
Reference Number: 56571 <u>143829</u>	Class 5 1/17/2023	\$765.63 \$765.63	February Phone Service

Reference	Date	Amount	Notes
Reference Number: 56572 <u>45821</u>	Columbia Gorge Fire Equipment Co. 1/4/2023	\$314.98 \$314.98	Fire Extinguisher Check
Reference Number: 56573 <u>23020103</u>	David Brotherton 2/1/2023	\$180.00 \$180.00	Radio Software Programming
Reference Number: 56574 <u>2300448</u>	Eurofins Microbiology Laboratories INC 1/12/2023	\$129.45 \$129.45	Bateria Testing
Reference Number: 56575 <u>46692</u>	Evergreen Rural Wtr of WA Corp 1/1/2023	\$670.00 \$670.00	Membership
Reference Number: 56576 <u>1147061-2</u> <u>1166834</u>	Ferguson Portland Waterworks #3011 1/20/2023 12/27/2023	\$3,200.85 \$368.17 \$2,832.68	Water Meters software support
Reference Number: 56577 <u>24651</u> <u>24656</u> <u>24659</u>	Gary Erickson 1/1/2023 1/1/2023 1/1/2023	\$875.04 \$391.28 \$241.88 \$241.88	405 S Chatfield Sewer 518 W Main Sewer 840 Maple dr sewer
Reference Number: 56578 <u>23-012</u>	Goldendale City of 2/1/2023	\$171.38 \$171.38	Bulk Water
Reference Number: 56579 <u>155741</u> <u>155764</u> <u>155808</u> <u>155816</u>	Goldendale Sentinel 1/7/2023 1/18/2023 1/25/2023 1/25/2023	\$1,882.89 \$24.65 \$314.00 \$1,433.74 \$110.50	Ordinance 1524 Winter Sports 2023 Engineering Services Ad Determination of Non-Significance
Reference Number: 56580 <u>108327</u>	Goldendale Tire Center 1/25/2023	\$66.65 \$66.65	wheel Balance
Reference Number: 56581 <u>I-1886983</u>	Gorge Networks 1/19/2023	\$806.54 \$806.54	Internet Service
Reference Number: 56582 <u>9567908471</u>	Grainger 1/10/2023	\$134.23 \$134.23	Wire Leads
Reference Number: 56583 <u>CL07746</u> <u>CL07970</u>	Hattenhauer Energy Co LLC 1/15/2023 1/31/2023	\$3,369.19 \$2,036.43 \$1,332.76	Fuel Fuel

Reference	Date	Amount	Notes
Reference Number: 56584	IBS Incorporated	\$124.02	
<u>794919-3</u>	1/11/2023	\$54.91	Straight End
<u>804154-2</u>	1/11/2023	\$69.11	drill bit
Reference Number: 56585	JP Cooke CO	\$105.95	
<u>761044</u>	1/6/2023	\$105.95	Dog Tags
Reference Number: 56586	Klickitat CO Fire Dist #7	\$175.00	
<u>337</u>	1/2/2023	\$175.00	First Aid GPD
Reference Number: 56587	Klickitat CO Health Dept	\$175.00	
<u>INV00012-0123</u>	1/11/2023	\$175.00	Bateria Sample
Reference Number: 56588	Krystal L Smith	\$1,275.00	
<u>297911</u>	1/16/2023	\$1,275.00	Janitorial
Reference Number: 56589	Lori Lynn Hoctor Attorney at Law	\$2,260.55	
<u>1A0611467</u>	1/4/2023	\$800.00	Alyssa Adams
<u>2A0094705</u>	1/7/2023	\$920.55	John Everhart
<u>2A0094745</u>	1/4/2023	\$210.00	Caleb Judah Wolf
<u>2A0153663</u>	1/4/2023	\$330.00	Steven Michael Harris
Reference Number: 56590	MagBak	\$251.29	
<u>339595</u>	1/12/2023	\$251.29	Iphone Mounts
Reference Number: 56591	Marsh	\$3,675.00	
<u>920057366605</u>	1/12/2023	\$3,675.00	Aiport Insurance
Reference Number: 56592	Municipal Emergency Services Inc	\$1,518.93	
<u>IN1810960</u>	1/3/2023	\$461.95	Boots
<u>IN1817832</u>	1/18/2023	\$653.51	Para Tek FR
<u>IN1820184</u>	1/23/2023	\$403.47	Fireball Wildland Pack
Reference Number: 56593	North Central Laboratories	\$299.82	
<u>481457</u>	1/10/2023	\$221.31	Filters, Bottles
<u>482042</u>	1/20/2023	\$78.51	Nalgene
Reference Number: 56594	NWSC Northwest Safety Clean	\$189.31	
<u>23-34361</u>	1/12/2023	\$189.31	Turnout Cleaner
Reference Number: 56595	One Call Concepts Inc	\$20.33	
<u>3019076</u>	1/31/2023	\$20.33	Excavation notifications
Reference Number: 56596	Optimist Printers	\$192.43	
<u>56661</u>	1/12/2023	\$192.43	Payment Receipts

Reference	Date	Amount	Notes
Reference Number: 56597 <u>21-902-20</u>	Pioneer Surveying & Engineering Inc 12/27/2023	\$750.00 \$750.00	Byars Improvement Project
Reference Number: 56598 <u>312</u>	Public Works 1 Inc 1/25/2023	\$15,000.00 \$15,000.00	Pavement Conditions Assessment
Reference Number: 56599 <u>N9759661</u>	Quadient Leasing USA Inc 1/12/2023	\$383.78 \$383.78	Postage Machine Lease
Reference Number: 56600 <u>166762789</u> <u>29631287</u> <u>29857834</u> <u>30046372</u>	Quill Corporation 12/30/2022 12/15/2022 1/2/2023 1/10/2023	\$174.92 \$25.35 \$33.82 \$27.94 \$87.81	Key Tags Binder, Air Freshener label tape sealing tape dispenser
Reference Number: 56601 <u>MSP-96973</u>	Radcomp Technologies 1/9/2023	\$5,510.24 \$5,510.24	January 2023 IT Services
Reference Number: 56602 <u>89224</u>	RH2 Engineering Inc 1/17/2023	\$1,779.66 \$1,779.66	SCADA Support
Reference Number: 56603 <u>17491</u>	Riley Brothers Inc 12/31/2022	\$9,371.38 \$9,371.38	Top Course
Reference Number: 56604 <u>Invoice - 2/3/2023 12:52:11 PM</u>	Schuknecht's Polygraph Service 1/23/2023	\$200.00 \$200.00	Polygraph - Gunnyon
Reference Number: 56605 <u>53038011223</u>	Shred Northwest Inc 1/12/2023	\$70.00 \$70.00	Shred
Reference Number: 56606 <u>612450</u>	Stearns Bank N.A. 2/11/2023	\$1,246.14 \$1,246.14	Genie Lift Loan
Reference Number: 56607 <u>SI-309793</u>	Swissphone LLC 1/19/2023	\$2,950.56 \$2,950.56	Scanner Service
Reference Number: 56608 <u>157740322</u>	Uline 2/3/2023	\$217.42 \$217.42	Paper Towels
Reference Number: 56609 <u>Invoice - 2/3/2023 1:09:16 PM</u>	US Bank 1/5/2023	\$5,219.96 \$5,219.96	Visa
Reference Number: 56610 <u>05752</u>	Verax Chemical Company 1/3/2023	\$506.32 \$165.01	Cutting & Tapping Oil

Reference	Date	Amount	Notes
Reference Number: 56610 <u>5759</u>	Verax Chemical Company 1/5/2023	\$506.32 \$341.31	Toolbox wipers
Reference Number: 56611 <u>09-11902</u>	Vision Municipal Solutions LLC 1/31/2023	\$11,811.00 \$11,811.00	Software Assurance
Reference Number: 56612 <u>Dues 2023-00172</u>	WA Assoc Sheriff & Police 1/12/2023	\$120.00 \$120.00	Dues
Reference Number: 56613 <u>L152077</u>	WA St Auditor 1/12/2023	\$174.15 \$174.15	Audit
Reference Number: 56614 <u>LN-000003035</u>	WA St Dept of Ecology 12/5/2023	\$82,100.75 \$82,100.75	Little Klickitat River Sewer Project
Reference Number: 56615 <u>00180033</u>	Washington State Patrol 1/9/2023	\$541.64 \$541.64	Fire Safety Plan Review
Reference Number: 901548 <u>Invoice - 1/26/2023 2:00:32 PM</u>	WA St Dept of Revenue 1/31/2023	\$1,892.56 \$1,892.56	4th Quarter Leaseholding
Reference Number: 901549 <u>W434658</u>	HSA Bank Employee Plan Funding 1/26/2023	\$20.25 \$20.25	Bank Fee
Reference Number: 901550 <u>Invoice - 2/3/2023 9:21:35 AM</u>	Neopost Leasing Inc 1/31/2023	\$600.00 \$600.00	Postage
Reference Number: 901551 <u>Invoice - 2/3/2023 1:34:02 PM</u>	WA St Dept of Revenue 1/31/2023	\$7,146.56 \$7,146.56	Excise Tax
Reference Number: 901552 <u>359-2023_1</u>	Invoice Cloud 1/31/2023	\$281.20 \$281.20	Biller Portal Fees

Register

Number	Name	Fiscal Description	Cleared	Amount
56542	Johnston, Steve	2023 - Jan 2023 - 2nd Council Jan 2023		\$45.76
56543	American Family Life	2023 - Jan 2023 - 2nd Council Jan 2023		\$466.17
56544	Deferred Comp Program	2023 - Jan 2023 - 2nd Council Jan 2023		\$400.00
56545	Dept of Labor & Industries	2023 - Jan 2023 - 2nd Council Jan 2023		\$1,682.62
56546	Dept of Retirement	2023 - Jan 2023 - 2nd Council Jan 2023		\$10,521.54
56547	Employment Security	2023 - Jan 2023 - 2nd Council Jan 2023		\$140.78
56548	Vimly Benefit Solutions Inc	2023 - Jan 2023 - 2nd Council Jan 2023		\$32,461.92
901546	City of Goldendale	2023 - Jan 2023 - 2nd Council Jan 2023		\$18,628.30
901547	Employment Security - PFML	2023 - Jan 2023 - 2nd Council Jan 2023		\$312.92
Direct Deposit Run - 1/23/2023	Payroll Vendor	2023 - Jan 2023 - 2nd Council Jan 2023		\$50,206.95
				\$114,866.96

Electrifying Issues!

Presented by Goldendale Middle School FFA

Background:

As more options for environmentally friendly vehicles are becoming available, some farmers are making the switch to electric tractors; and many more are wondering if they live up to the hype, or if the technology is still too new to be effective in the field.

Speakers:

- Madison: Narrator/host
- Emma: representative from Monarch Tractor
- Jordan: USDA representative
- Sierra: Farmer from Goldendale, WA
- Jack: Farm mechanic from Goldendale, WA

How this can impact Goldendale and surrounding areas...

Recently, emissions restrictions are becoming more widespread and common in an effort to reduce human impact on climate change. With this in mind, many people have begun to switch to more environmentally hybrid or fully electric vehicles.

Some states, like California, have set goals to eliminate gas powered vehicles from the road in favor of electric powered ones. Recently, some government agencies have even begun offering assistance to incentivise people to purchase electric vehicles, and not all of them are for road use. The USDA recently announced that they were going to be offering incentives for agriculturalists to switch to electric powered farm equipment, like tractors.

The combination of all of these events has led many people to wonder: with more and more emission restrictions being placed on road vehicles, how long before similar restrictions come for agriculture? Should farmers begin making the switch to electric equipment now, before it becomes mandatory? How long do we have?

AGENDA BILL: H1

AGENDA TITLE: 911/ Dispatch Services Agreement

DATE: FEBRUARY 6, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

The agreement for Interlocal Radio System Use and 911/ Dispatch Services agreement was approved on December 19, 2022, for a five-year agreement. The commissioners only approved a one-year agreement. The amount of the agreement for the year 2023 stayed the same. The city shall pay Klickitat County \$45,020.35 for the period of January 1, 2023, through December 31, 2023, for services as stated in the agreement.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE INTERLOCAL RADIO SYSTEM USE AND 911/DISPATCH SERVICES AGREEMENT IN THE AMOUNT OF \$45,020.35 FOR THE PERIOD FROM JANUARY 1, 2023, TO DECEMBER 31, 2023.

INTERLOCAL RADIO SYSTEM USE AND 9-1-1/DISPATCH SERVICES
AGREEMENT

The KLIKITAT COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, a political subdivision of the State of Washington, herein after referred to as (COUNTY) and the CITY OF GOLDENDALE, municipal corporations of the State of Washington, herein after referred to as (CITY) enter into the following Agreement:

WHEREAS, to achieve efficiency and economy in local government, the CITY desires to contract with the COUNTY for radio system use, dispatching, 9-1-1 call taking, answering after hours non-emergent telephone calls for service, teletype services, law enforcement records management system use; and,

WHEREAS, the COUNTY has a public safety radio system, 9-1-1/dispatch center, software licenses and equipment, and personnel capable of performing and efficiently providing such services to the CITY; and,

WHEREAS, both parties are specifically authorized under the Interlocal Cooperation Act (RCW 39.34) to enter into an agreement for such services; and,

WHEREAS, it is necessary and desirable that such an agreement be executed;
THEREFORE, the parties agree as follows:

1. The COUNTY agrees:
 - a. To provide public safety radio system use for police, fire, and EMS units of the CITY according to the Klickitat County Emergency Management Radio Use Policy.
 - b. To provide 9-1-1/Dispatching service, including police, fire, and EMS radio dispatching, 9-1-1 call taking, answering of afterhours non-emergent telephone calls for service (not to include administrative calls), teletype services, Computer Aided Dispatching service and use of the COUNTY law enforcement records management system; Law module and Mobile module to the CITY, services as described in the ACCESS Inter-Agency Agreement and 24x7 Hit Confirmation Agreement. The COUNTY shall perform and provide these services in the same manner and with the same quality as with its own employees or agencies.
 - c. To furnish personnel, radio dispatch equipment, 9-1-1 telephone system equipment, and a public safety radio system necessary to accomplish these services.

2. The CITY agrees:

- a. To pay for the services under the terms set forth in Paragraph 3d.
- b. To be responsible for compliance with RCW 10.97 and 13.50, CJIS security policies and audits and all Federal laws regarding records received from the COUNTY, NCIC, or WACIC.
- c. To comply with and enforce the COUNTY's policy and procedures as they pertain to Radio System Use, Computer Aided Dispatching (CAD) and Records Management System (RMS) policies, and COUNTY cyber security policies.
- d. To be responsible for the cost of all equipment installation and implementation of any additional radio or phone equipment, phone lines, other specialized communication equipment or computer software the CITY requests.

3. The CITY and COUNTY agree:

- a. This agreement creates an independent contractor relationship. All liability for salaries, employee benefits, capital equipment costs, and repair and maintenance, except those requested by the CITY per Paragraph 2d, are wholly the responsibility of the COUNTY. However, if it becomes necessary to staff or employ additional personnel in COUNTY dispatch due solely to a major incident or event of which the CITY police and/or fire department shall have responsibility, then the CITY shall be responsible for the salaries for the additional personnel including, but not limited to overtime pay and part-time and temporary personnel. Pursuant to this paragraph, the Chief of Police and Fire Chief for the CITY and the Emergency Management Director of the COUNTY shall establish and promulgate protocols for use in the COUNTY Radio System and 9-1-1/Dispatch center in the event of a major incident or event.
- b. The COUNTY agrees to indemnify and hold harmless the CITY for all liability arising from intentional or negligent acts by COUNTY employees and to defend and secure the CITY from all costs or damages arising from such acts. The CITY agrees to indemnify and hold harmless the COUNTY for all liability arising from the intentional or negligent acts by CITY employees and to defend and secure the COUNTY from all costs or damages arising from such acts.
- c. The parties agree that any disputes arising out of this agreement shall be governed by the following dispute resolution process. Should a dispute arise the parties shall, in the following order:
 1. Attempt in good faith to resolve the dispute through communication between department heads, defined as the Chief of Police and the

2. Should the matter not be resolved between the Chief and the Emergency Management Director, it shall be referred to the Mayor and the Chair of the County Commissioners or his/her designee for resolution.
3. Should the matter not be resolved between the Mayor and the Chair, the parties shall appoint a neutral arbitrator, whom the parties shall pay for equally, and who shall informally investigate the issue and render a non-binding opinion stating the probable outcome of litigation. The arbitrator shall be an attorney or judge and not a resident of Klickitat County. The parties will then work in good faith to resolve the dispute with the information provided by the arbitrator.
- d. The CITY shall pay the COUNTY \$45,020.35 for the period of January 1, 2023 through December 31, 2023 for services as stated in this agreement. The amount shall be invoiced in January and paid in four equal quarterly payments, due January 15, April 1, July 1, and October 1.
- e. Payment shall be sent to:

Klickitat County Department of Emergency Management
199 Industrial Way
Goldendale, WA 98620
- f. The parties further agree, and have specifically negotiated to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against the other by the party's employees, agents, contractors, subcontractors or other representatives.
- g. This Agreement is effective for one year from 12:00 a.m. on January 1, 2023 until 11:59 p.m. on December 31, 2023. Either party may terminate this agreement with not fewer than sixty (60) days prior written notice.
- h. This Agreement may be reviewed by the parties prior to the termination date to consider possible terms of renewal.
4. Interlocal Cooperation Act Representations. This is an Interlocal Agreement under RCW 39.34. Pursuant thereto, the parties state as follows:
 - a. Duration. The duration shall be as set forth in paragraph 3g, above. Or as otherwise agreed to by the parties pursuant to the Agreement.
 - b. Organization. No new entity will be created to administer this Agreement.
 - c. Purpose. The purpose is to enable the CITY to utilize COUNTY services.

- c. Purpose. The purpose is to enable the CITY to utilize COUNTY services.
- d. Manner of Financing. The CITY intends to finance this Agreement through allocations between General Fund revenue and enterprise funds as determined by the City Administrator.
- e. Termination of Agreement. The parties shall have the right to terminate this Agreement as provided in paragraph 3g, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The County Emergency Management Director shall be the Administrator for this Interlocal Agreement.
- h. Manner of Acquiring Property. This Agreement will not result in the acquisition of any property.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties here to have signed this agreement this 10 day of
January, 2023

THE CITY OF GOLDENDALE
Klickitat County, Washington

BOARD OF COUNTY COMMISSIONERS

Mayor, City of Goldendale

Dan Christopher
Chairman, Dan Christopher

City Administrator

Jacob Anderson
Commissioner, Jacob Anderson

Chief of Police

Lori Zoller
Commissioner, Lori Zoller

Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City of Goldendale Attorney

See Attached
David R Quesnel
Klickitat County Prosecuting Attorney

ATTEST:

Clerk of the Board

Lu Snice
In and for the County of Klickitat,
State of Washington



Debilynne Stover <debims@klickitatcounty.org>

Opinion Request - Interlocal Agreement

David Quesnel <davidq@klickitatcounty.org>

Thu, Jan 12, 2023 at 5:11 PM

To: Debilynne Stover <debims@klickitatcounty.org>

Cc: Prosecuting Attorney Opinions <paopinions@klickitatcounty.org>, Jeff King <jeffk@klickitatcounty.org>

I approve as to form.

Best regards,

David R. Quesnel
Klickitat County Prosecuting Attorney
205 S. Columbus Ave, Room 106
Goldendale, WA 98620
Office: (509) 773-5838
Direct: (509) 773-2411
Cell: (509) 261-0791
Fax: (509) 773-6696
davidq@klickitatcounty.org

Public Records: All e-mail sent to this address will be received by the Klickitat County e-mail system and is subject to Public Disclosure under Chapter 42.56 RCW. Messages may be viewed by parties other than the intended recipient.

[Quoted text hidden]

AGENDA BILL: H2

AGENDA TITLE: Washington State Department of Commerce
Federal General Grant contract with the City of
Goldendale.

DATE: FEBRUARY 6, 2023

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

The attached contract agreement is to implement the Small Business Innovation Grant funds in the amount of \$1,036,800.00 to construct an Incubator Business Center. In the event the agreement is approved by City Council, the administration will move to complete the agreement with Washington State Department of Commerce to speed up the process to move to construction to complete the project in the tight timeline allowed for the agreement.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Recommends approval.

MOTION:

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE WASHINGTON STATE
DEPARTMENT OF COMMERCE FEDERAL GENERAL GRANT CONTRACT.**



Federal General Grant with

City of Goldendale

through

Small Business Innovation Fund

**Contract Number:
23-732C0-002**

For

Incubator Business Center

Dated: Upon Execution

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Face Sheet

Contract Number: 23-732C0-002

**Office of Economic Development & Competitiveness
Small Business Innovation Fund**

☐ Subrecipient
☒ Contractor

1. Grantee City of Goldendale 1103 S. Columbus Ave Goldendale, WA 98602		2. Grantee Doing Business As (as applicable) 	
3. Grantee Representative Patrick Munyan City Administrator 509-773-3771 pmunyan@ci.goldendale.wa.us		4. COMMERCE Representative Josh Woodson Commerce Specialist (360) 522-0429 josh.woodson@commerce.wa.gov <div style="float: right; text-align: right;"> 1011 Plum St. SE Olympia, WA 9851 </div>	
5. Grant Amount \$1,036,800.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Execution	8. End Date June 1, 2023
9. Federal Funds (as applicable) \$1,036,800.00	Federal Agency: U.S Dept. of Treasury		ALN Indirect Rate NA
10. Tax ID # 91-6001249	11. SWV # 0009871 00	12. UBI # 202 000 035	13. UEI # MK5FM2RBBJS4
14. Grant Purpose The Incubator Business Center will allow new companies to house their operations at a lower cost, and the Business Accelerator component of the project will bring the experts to the small, rural, women owned and BIPOC businesses in Goldendale and the surrounding area.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Patrick Munyan, City Administrator <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date		FOR COMMERCE <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Chris Green, Assistant Director <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 05/14/2021
Federal Award Identification Number (FAIN): SLFRO0002
Total amount of the federal award: \$2.2b
Awarding official: US Dept. of Treasury

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. SLFRO0002 awarded by US Dept. of Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Dept. of Treasury. Grant funds are administered by the Small Business Innovation Fund, Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$1,036,800.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$1,036,800.00, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 23-732C0-002. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1) DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- a) "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- b) "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- c) "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- d) "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- e) "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- f) "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- g) "State" shall mean the state of Washington.
- h) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- i) "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- j) "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

2) ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3) **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4) **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5) **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7) **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8) **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9) **AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

10) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11) CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- a) "Confidential Information" as used in this section includes:
 - i) All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii) All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii) All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.
- b) The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against

unauthorized disclosure.

- c) Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12) CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

13) COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14) DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15) DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

16) GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17) INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18) INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or

employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19) INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20) INDUSTRIAL INSURANCE COVERAGE

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21) LAWS

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22) LICENSING, ACCREDITATION AND REGISTRATION

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23) LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

24) NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

25) PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a) Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- b) Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

26) **POLITICAL ACTIVITIES**

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27) **PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i) Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii) Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii) Positive efforts shall be made to use small and minority-owned businesses.
 - iv) The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v) Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi) Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii) Procurement records and files for purchases shall include all of the following:
 - 1) Grantee selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii) A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

- D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

28) PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29) RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30) RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31) REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32) RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33) SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34) SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35) SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

36) SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

37) SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38) TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39) TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40) TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41) TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- a) Stop work under the Grant on the date, and to the extent specified, in the notice;
- b) Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- c) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- d) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- e) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- f) Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- g) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

42) TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- a) Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- b) The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- c) If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- d) The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- e) All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

43) WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE

Attachment A: Scope of Work

Project Description:

The City of Goldendale and the Greater Goldendale Area Chamber of Commerce, in partnership with the Goldendale Small Business Development Center (SBDC) and with support of the Klickitat County Public Economic Development Authority, will directly assist new and existing small rural, woman owned and BIPOC businesses in two ways.

- 1) Build and operate a Small Business Incubator Center in the Goldendale Industrial Park and recruit new and existing small, rural, woman owned, and BIPOC businesses to utilize the space.
- 2) Coordinate a series of comprehensive trainings and workshops lead by professionals by field as a jumpstart to prepare for the in-depth one-on-one services provided by the SBDC.

Business Incubator Building

Incubator business building. The new building will consist of two workspaces of approximately 1,848 SF each and a restroom in each workspace area. HVAC will provide heating and cooling for each space. The building will be stick framed with a two-foot concrete stem wall. The structure is design to allow future partitions to split up the space as needed. Garage doors will provide vehicle access to both ends of the building. A gravel parking lot will be provided with ADA parking spaces with hard surfaces and pathways.

Business Accelerator Program

1. Small Business & Community Workshop and Business Walkthroughs

- a. The selected firm must present an in-person workshop with presentations and business walkthroughs that focus on how small, rural businesses are involved in the community, and how they can offer unique solutions to differentiate themselves from businesses in larger population centers. Curriculum and presentations to include, but are not limited to the following:
 - i. • Beating the online competition
 - ii. • Marketing after five
 - iii. • Marketing in a small town
 - iv. • Crafting action plans for new ideas
 - v. • Question and answer session
 - vi. • Business walkthroughs in Goldendale, WA

2. Small Business Branding & Marketing Workshop

- a. The selected firm must present an in-person workshop focused on branding and marketing; hands-on message creation based on customer needs and using the story to

communicate with customers and prospects. Curriculum and presentations to include, but are not limited to the following:

- i. Defining customer needs and wants
- ii. Understanding customer barriers
- iii. Crafting a clear message for your business or product
- iv. Creating a story for your brand
- v. The sales pitch
- vi. Coaching for implementation

3. Small Business Finance Workshop

- a. The selected firm must present an in-person workshop that includes a full range of Small Business Finance instruction and related activities to help business owners manage their finances including, but not limited to the following:
 - i. General business finance tasks and issues
 - ii. Financial reporting and bookkeeping
 - iii. Tools for business finance and how to use them
 - iv. Pricing models for wholesale, retail, and service businesses
 - v. Evaluating and managing costs
 - vi. Managing cash flow
 - vii. Planning for the future and goal setting
 - viii. Lender relationships
 - ix.

4. Retail Operations and Merchandising Workshop and Walkthroughs

- a. The selected firm must present an in-person workshop focused on retail operations and merchandising to plan for new retail stores and improve profitability for existing retail stores. Curriculum and presentations to include, but are not limited to the following:
 - i. Operations Procedures
 - ii. Product Selection
 - iii. Define Product Categories & Budget Distribution
 - iv. Develop Pricing Plans to Maximize Margins
 - v. Display Approach
 - vi. Space Planning & Fixture Layout
 - vii. Customer Service
 - viii. Sales Forecast Development & Expense Budgets

Project Activities/Deliverables:

Activity/Deliverable	Provided by (date)
<ul style="list-style-type: none"> • Provide collected and scored Accelerator proposals • Commerce approved accelerator eligibility requirements and evaluation guidelines • Provide list of consultant firms chosen • Submit education materials for workshops and provide scheduled and contract details 	2/28/2023

<ul style="list-style-type: none"> • Provide marketing and outreach materials for campaign recruiting Small Business attendees for all workshops. Must be approved before use and include Commerce branding in materials. • Commerce approved procurement guidelines 	
<ul style="list-style-type: none"> • Provide Incubator Plans and Specifications • Submit report or any relevant materials regarding workshop coordination with contracted consultant firms. • Provide list of workshop attendees and include demographic metrics. Include location of attendee business. 	3/31/2023
<ul style="list-style-type: none"> • Provide report of which Incubator contractor is selected • Provide update on Site Preparation • Foundation Complete/Materials Onsite • Provide list of workshop attendees and include demographic metrics. Include location of attendee business. 	4/30/2023
<ul style="list-style-type: none"> • Provide update on Small Business Incubator Center construction including: <ul style="list-style-type: none"> ○ Framing ○ Siding/Electrical/Plumbing ○ Finish work-Drywall-Fixtures (Electrical and Plumbing) • Provide report on all completed in-person workshops, including number of attendees and demographic metrics. Include location of attendee business. • Submit collected surveys of attendees 	5/31/2023
<ul style="list-style-type: none"> • Provide Final Report: Include pictures of project completion • Impact Report and analysis of sustainability of project 	6/15/2023

Attachment B: Budget

Total Award: \$1,036,800.00

Provided by (date)	Cost
2/28/2023	\$50,000
3/31/2023	\$57,200
4/30/2023	\$290,000
5/31/2023	\$535,920
6/15/2023	\$103,680

Special Budget Provisions:

- A. The total amount of transfers of funds between line item invoice amounts within the categories shall not exceed ten (10) percent of the total contract. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the CONTRACTOR and COMMERCE.
- B. A sum of no more than ten (10) percent of funds may be withheld until activities and final products defined in Attachment A – Scope of Work have been successfully completed by the CONTRACTOR and accepted fully by COMMERCE.

AGENDA BILL: H3

AGENDA TITLE: Interlocal Joint Use Agreement Between the
City of Goldendale and Central Klickitat
Conservation District

DATE: FEBRUARY 6, 2023

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

Central Klickitat Conservation District is requesting this agreement to utilized unused spaces within the City Hall facility for storage and office space. This is a 2-year agreement. The purpose of this interlocal agreement is to provide structure for a relationship between two governmental parties that don't often work together while encouraging government cooperation for responsible fiscal management of public funding.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: recommends approval.

MOTION:

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE CENTRAL KLINKITAT
CONSERVATION DISTRICT AND CITY OF GOLDENDALE JOINT INTERLOCAL
AGREEMENT.**

**INTERLOCAL JOINT USE AGREEMENT BETWEEN
City of Goldendale
AND THE
Central Klickitat Conservation District**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 17th day of January 2023 by and between the City of Goldendale (hereinafter "City") and Central Klickitat Conservation District (hereinafter "CKCD").

RECITALS

WHEREAS, the City and CKCD have agreed to coordinate and collaborate with respect to conservation of natural resources within the city limits for the citizens of Goldendale; and

WHEREAS, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City is the owner of real property in Goldendale, including office space that is suitable for CKCD use when not being used by the City; and

WHEREAS, the City and CKCD are authorized to enter into agreements with one another to maximize available resources by cooperating to improve services to their citizens, and to cooperate in the betterment of the community; and

WHEREAS, the City and CKCD desire to enter into an agreement to provide for the use of the City's office space by CKCD, in order to promote efficient public facility use and increase natural resource conservation opportunity for the communities; and

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and CKCD as follows:

I. CKCD Use of City Facilities

- A. CKCD may have access and use privileges to office space G and F (NW and SW corners of building) in the City Hall Annex attached hereto as Exhibit A, for the purpose of administering natural resource conservation programs managed by CKCD, on the terms and conditions as set forth in this Agreement.

II. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.
- B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and CKCD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.

i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.

ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

III. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

IV. Termination of Agreement

This Agreement shall remain in full force and effect in accordance with Section IX so long as CKCD and the City shall maintain and operate facilities capable of joint or shared use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either CKCD or the City, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the CKCD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

V. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from February 1, 2023 through and including December 31, 2024. At the end of this two (2) year period, the Agreement shall automatically renew for periods of two (2) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

XL Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Director of

CKCD and the City Administrator shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Administrator, Mayor, CKCD Director and CKCD Board Chair shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the Klickitat County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. CKCD and the City shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

City of Goldendale
ATTN: City Administrator
1103 S Columbus Avenue
Goldendale, WA 98620

Central Klickitat
Conservation District
ATTN: Director
1107 S Columbus Ave
Goldendale, WA 98620

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

City of Goldendale

Michael Canon

Terry Nickels

Signature

Signature

Mayor

CKCD Board Chair

Title, Date

Title, Date

EXHIBIT A

City office space facility available to CKCD:

AGENDA BILL: H4

AGENDA TITLE: American Red Cross Month – proclamation

DATE: FEBRUARY 6, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION: Mayor will be present to explain.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Approval

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE PROCLAMATION DECLARING FEBRUARY AS AMERICAN RED CROSS MONTH.

AMERICAN RED CROSS MONTH, 2023

Sample Proclamation

In times of crisis, people in Goldendale come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross Cascades Region volunteers and donors.

In 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Goldendale, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

In the **Cascades Region**, serving SW Washington and Oregon, the contributions of more than **2,500** local Red Cross volunteers give hope to the most vulnerable in their darkest hours. The Red Cross does so by providing more than **600** emergency overnight shelter stays, along with food and comfort for families devastated by nearly **800** local disasters, like home fires. Through the generosity of those donating more than **182,000** units of essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease. Or by supporting service members and veterans an average of **nine times a day**, along with their families and caregivers through the unique challenges of military life. And by helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid.

Their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

NOW, THEREFORE, I, Mayor Mike Canon, of the City of Goldendale, by virtue of the authority vested in me by the laws of the City of Goldendale and Washington State, do hereby proclaim March 2023 as Red Cross Month. I encourage all citizens of Goldendale to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of March, in the year of our Lord two thousand twenty-three, and of the City of Goldendale, Klickitat County, Washington State.

Mike Canon, Mayor

AGENDA BILL: H5

AGENDA TITLE: Consulting Engineer Agreement with Pioneer Surveying

DATE: February 5, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION: Pioneer was the only Engineer firm the applied for the RFP for Consulting Engineering services for the design and manage the small innovation incubator facility project.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: APPROVAL

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE CONSULTING ENGINEERING CONTRACT BETWEEN THE CITY OF GOLDENDALE AND PIONEER SURVEYING & ENGINEERING.



Pioneer Surveying and Engineering, Inc.

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Project No: _____

PROPOSAL AND CONTRACT

PROJECT: Incubator Building

DATE: February 3, 2023

CLIENT: City of Goldendale
Pat Munyan - Administrative

ADDRESS: 1103 S Columbus Ave
Goldendale, WA 98620

EMAIL: pmunyan@ci.goldendale.wa.us

PHONE: 509-773-3771

DESCRIPTION OF WORK:

- Provide Civil Engineering of the property including a site plan, stormwater analysis, grading plan, sewer design and water design.
- Provide Architectural Plans for the building.
- Provide structural design of the stick framed building that is roughly 100'x40'.
- Provide structural calculation package (engineering report) for vertical and lateral design for submittal to local building department.

JOB LOCATION:

Lot 10-Block 2-Phase 2 Goldendale Industrial Park
Goldendale, WA 98620
Klickitat County Tax Parcel #: 04-16-2063-0210/00

PROJECT ENGINEER:

Corey Wehr, PE (Structural & Architectural)
Dustin Conroy, PE, PLS (Civil & Surveying)

PIONEER SURVEYING AND ENGINEERING, INC. agrees to furnish the following services for the shown compensation amounts:

ARCHITECTURAL:

1. Provide floor plan sheets (on Arch D (24"x36") sheets) in accordance with the 2018 International Building Code, and local jurisdictions having authority.
 - a. Provide floor plans with the following information:
 - i. First floor plan:
 - ii. Elevation view of each face of the building.

STRUCTURAL ENGINEERING:

1. Provide structural engineering in accordance with the 2018 International Building Code which includes:
 - a. Vertical design of all framing members including foundations, beams, columns,



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- walls, floor joists, roof rafters and other pertinent structural members.
 - b. Lateral design utilizing wood stud walls sheathed with wood structural panels rated for shear resistance and foundational requirements.
 - c. Design any connections and pertinent structural members that are required for a structurally sound building.
2. Provide construction documentation (on Arch D (24"x36") sheets) in accordance with the 2018 International Building Code which includes:
- d. Foundation & slab plan, roof framing plan, and critical connection details.
 - e. Framing cross-sectional view of each orthogonal direction of the building.
 - f. Details and sections exhibiting connection and material size requirements.

SURVEYING:

- 1. Topographic Survey
- 2. Construction Staking

CIVIL ENGINEERING:

- 1. Stormwater analysis for site.
 - a. Calculations.
 - b. Catch basin sizing.
 - c. Pipe sizing.
- 2. Site plan.
 - d. Parking lot design.
 - e. Building extents on property.
 - f. Lot lines and easements.
- 3. Grading Plan
- 4. Sewer Design
- 5. Water Design
- 6. General Notes and Details

CONSTRUCTION ADMIN WORK:

- 1. Construction administration time will consist of clarifying and interpreting plans and specifications during construction. Also, any redesign after submitting the construction documents and calculations will be considered construction administration time.
- 2. On Site inspector for up to two hours a day during the construction phase of the site and building.



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COST BREAKDOWN BY CATAGORY

<u>ARCHITECTURAL:</u>	ITEM #1 - FIXED FEE = \$5,120
<u>STRUCTURAL:</u>	ITEM #1 - FIXED FEE = \$5,120
	ITEM #2 - FIXED FEE = \$5,120
	TOTAL FIXED FEE = \$10,240
<u>SURVEYING:</u>	ITEM #1 - FIXED FEE = \$3,000
	ITEM #2 - FIXED FEE = \$7,400
	TOTAL FIXED FEE = \$10,400
<u>CIVIL ENGINEERING:</u>	ITEM #1 - FIXED FEE = \$4,440
	ITEM #2 - FIXED FEE = \$4,440
	ITEM #3 - FIXED FEE = \$2,960
	ITEM #4 - FIXED FEE = \$2,960
	ITEM #5 - FIXED FEE = \$2,960
	ITEM #6 - FIXED FEE = \$2,960
	TOTAL FIXED FEE = \$20,720
<u>CONSTRUCTION ADMIN:</u>	ITEM #1 - FIXED FEE = \$5,120
	ITEM #2 - FIXED FEE = \$10,240
	TOTAL FIXED FEE = \$15,360

TOTAL FIXED FEE: \$61,840



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Does Not Include: Geotechnical studies.
 Permit and application fees.

See ITEM 6, EXHIBIT "A" in reference to authorization and compensation for EXTRAS.

Payment to be made as follows:

Billings will be made monthly for work performed. Payment will be due 30 days after receipt of invoice. Interest in the amount 1.5% per month will be charged on any unpaid balance after 30 days unless prior arraignments have been made.

THIS PROPOSAL AND CONTRACT IS GOVERNED BY THE TERMS AND CONDITIONS ON THE ATTACHED EXHIBIT "A". PLEASE READ.

NOTE: This Proposal may be withdrawn by PIONEER SURVEYING AND ENGINEERING, INC. if not accepted within 30 days.

Authorized
Signature

Title

Date

Acceptance of Proposal: I have read the above prices, specifications and all the terms and conditions printed on the attached EXHIBIT "A" and they are satisfactory and are hereby accepted. PIONEER SURVEYING AND ENGINEERING, INC. is authorized to commence work as specified and agreed to herein. Please sign both copies of the Contract and send one copy back to PIONEER SURVEYING AND ENGINEERING, INC.

Authorized
Signature

Title

Date



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EXHIBIT "A" TERMS AND CONDITIONS

SECTION 1. APPROVAL: The acceptance of this proposal constitutes a binding contract between PIONEER SURVEYING AND ENGINEERING, INC. and Purchaser of services (hereinafter referred to as Client), according to all the terms and conditions.

SECTION 2. TERMS OF PAYMENT: Payment for services specified herein will be due and payable 30 days after receipt of invoice unless otherwise specified herein.

Any monies not paid when due under this contract shall bear a Finance Charge at the rate of 1.5% a month on the balance until paid.

SECTION 3. TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the term thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, PIONEER SURVEYING AND ENGINEERING, INC. shall be paid for services performed to the termination notice date plus reasonable termination expenses.

SECTION 4. JOB CONDITIONS: The Client shall give PIONEER SURVEYING AND ENGINEERING, INC. free and unobstructed access at all times to the place where work is to be done.

SECTION 5. DELAYS: PIONEER SURVEYING AND ENGINEERING, INC. shall not be responsible for delays or the inability to complete the services where occasioned by causes of any kind or extent beyond its control.

SECTION 6. EXTRAS: If the Client requests an alteration, modification or deviation from the original Scope of Work the Client agrees to pay the extra costs that occur. PIONEER SURVEYING AND ENGINEERING, INC. shall identify and negotiate with the Client any such changes in Scope prior to commencing work on said changes.

SECTION 7. EXTRA DIRECT EXPENSES: The Client shall pay directly, and on a timely basis, for such items as:

- a. Preliminary and final title certificate.
- b. Any and all application, processing, and recording fees, and review fees associated with the project.
- c. Any Administrative Services Agreement, which may be required by a reviewing agency.
- d. Field investigations, or special studies not performed by the ENGINEER,



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- e. Reproduction and "out of pocket" expenses, mileage, equipment rental, etc.
- f. In the event that sales or other professional services taxes are initiated in the State of Washington during the course of this Agreement, Owner agrees to increase Engineer's compensation accordingly to offset said taxes, unless already included in the maximum price.

SECTION 8. VENUE - ATTORNEY FEE: The Client expressly agrees that should it become necessary for PIONEER SURVEYING AND ENGINEERING, INC. to place this contract in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal and interest due under this contract, the Client shall pay, in addition to the principal and interest due, a reasonable attorney fee and, further, the Client shall pay all costs of the legal action, including but not limited to, filing fees, deposition costs, service fees, payment for witnesses, and court costs.

SECTION 9. COST OPINIONS: Any cost opinions or project economic evaluations provided by PIONEER SURVEYING AND ENGINEERING, INC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, PIONEER SURVEYING AND ENGINEERING, INC. cannot warrant that bias, ultimate construction cost, or project economics will not vary from these opinions.

SECTION 10. NOTICE OF LIEN: The Client acknowledges that the notice has been given that a mechanic's or materialman's lien may be filed by PIONEER SURVEYING AND ENGINEERING, INC. for materials and services furnished under this contract and that the Client hereby consents that such lien may be filed as security for materials and services furnished to him under this contract. The Client expressly waives all other notice requirements that a lien may be claimed.

SECTION 11. CONSTRUCTION WITHOUT CONSTRUCTION MANAGEMENT SERVICES: The Owner understands that there may be misinterpretations of the Engineer's plans and specifications during construction which may lead to errors and subsequent damages. If the Owner elects to proceed with the work without the Engineer providing construction management services, resident engineering services, or on-site observation services, the Owner agrees to indemnify, hold harmless, and defend the Engineer against any and all claims which may arise out of the acts of the contractor performing work that is not in compliance with the intent of the design documents.

SECTION 12. LIMITATION OF LIABILITY: To the maximum extent permitted by law, PIONEER SURVEYING AND ENGINEERING, INC.'s liability will not exceed the compensation received by PIONEER SURVEYING AND ENGINEERING, INC. under this Agreement.

SECTION 13. DISPUTES: This Agreement shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any



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of the terms and conditions of this contract, that the form, venue and jurisdiction in that particular action shall be in Klickitat County, Washington.

SECTION 14. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, and other related documents prepared by PIONEER SURVEYING AND ENGINEERING, INC. shall be the property of the Client. Any reuse shall be at the Clients sole risk and the Client shall indemnify and hold harmless PIONEER SURVEYING AND ENGINEERING, INC. for any costs or damages resulting from such reuse.

AGENDA BILL: I1

AGENDA TITLE: RESOLUTION ON TOURISM AWARDS

DATE: FEBRUARY 6, 2023

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 2023 with lodging tax revenues.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NUMBER 726 AUTHORIZING FUNDING FOR TOURISM EVENTS AND FESTIVALS IN 2023 IN THE AMOUNT OF \$80,700.00

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 726

**A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND
FESTIVALS IN 2023 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING
TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION
CHAPTER 3.22**

WHEREAS, on November 10, 2022, 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 \$66,000, and

WHEREAS, by December 2, 2022, seven (7) applications for funding were received totaling \$103,459, and

WHEREAS, on December 7, 2022, all requestors were given the opportunity to make a verbal presentation of their request to the Event Committee, and

WHEREAS, on December 19, 2022, the Event Committee met to make a recommendation to the City Council and to fund the requests in the amount of \$80,700 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 6th DAY OF FEBRUARY 2023.

Michael A Canon, Mayor

ATTEST:

Sandy Wells, Clerk-Treasurer

Applicant Name	Event Name	2019 Amount Requesting	2019 Recommendation	2020 Amount Requesting	2020 Recommendation	2021 Amount Requesting	2021 Recommendation	2022 Amount Requested	2022 Recommendation	2023 Amount Requested	2023 Recommendation
Brighter Goldendale Christmas Committee	Candy Cane Lane Parade	\$ 2,645.00	\$ 1,500.00	\$ 2,350.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	10,000.00	10,000.00	\$15,000.00	\$10,000.00
Time Capsule Project	Time Capsule	-	-	-	-	-	-	5,000.00	5,000.00	0	0
Goldendale Motorsport	Comm. Days Show 'n Shine	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	5,975.00	5,975.00	\$7,075.00	\$5,500.00
Goldendale Motorsport	Concours De Maryhill Car Show	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,250.00	\$ 3,500.00	\$ 3,000.00	5,415.00	5,415.00	\$7,300.00	\$5,500.00
Greater Area Chamber of Commerce	Marketing, Event Promotion, Operations	\$ 31,000.00	\$ 31,250.00	\$ 35,000.00	\$ 31,500.00	\$ 35,000.00	\$ 31,000.00	39,000.00	39,000.00	\$54,696.00	\$45,000.00
Goldendale Pride	Marketing, Event Promotion, Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	0	2,000.00	\$1,700.00
Goldendale Kiwanis	Marketing, Event Promotion, Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	0	\$2,388.00	0
Abate of Washington	Marketing, Event Promotion, Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	0	\$15,000.00	\$13,000.00
Totals		\$ 41,145.00	\$ 38,750.00	\$ 45,350.00	\$ 41,250.00	\$ 47,000.00	\$ 40,000.00	65,390.00	65,390.00	\$103,459.00	\$80,700.00

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, 2023 and terminate December 31, 2023.

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

**BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE**

By: 
Title: President

ATTEST:

By: 
City Clerk

Date: 1-17-2023

Address: 1103 S. Columbus
Goldendale, WA 98620

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

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 *CONSTULANT 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 9, 2023. (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 \$ 10,000.00

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 25, 2023. This payment will be processed by the City Council at the first Monday council meeting on February 06, 2023.

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 MOTORSPORTS ASSOCIATION

I. PARTIES

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

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2023 and terminate December 31, 2023.

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

**GOLDENDALE MOTORSPORTS
ASSOCIATION**

By: 
Title: President

ATTEST:

By: 
City Clerk

GOLDENDALE MOTORSPORTS
ASSOCIATION
Federal ID No: 91-2096159

Date: 1-17-2023

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: PO Box 481
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.
"GOLDENDALE MOTORSPORTS ASSOCIATION" 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 MOTORSPORTS ASSOCIATION 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 MOTORSPORTS ASSOCIATION 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 MOTORSPORTS ASSOCIATION activities will be at its own risk.

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

GOLDENDALE MOTORSPORTS ASSOCIATION 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 MOTORSPORTS ASSOCIATION'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 MOTORSPORTS ASSOCIATION's performance of this Agreement. GOLDENDALE MOTORSPORTS ASSOCIATION's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of GOLDENDALE MOTORSPORTS ASSOCIATION (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 MOTORSPORTS ASSOCIATION*, 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

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

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

8. NONDISCLOSURE

GOLDENDALE MOTORSPORTS ASSOCIATION 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 MOTORSPORTS ASSOCIATION* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GOLDENDALE MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *GOLDENDALE MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION*. 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* and GOLDENDALE in the compensation to be paid *GOLDENDALE MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* of responsibility for proper performance of the services.

14. AUDITS

The *GOLDENDALE MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* shall provide reports submitted in the manner directed by GOLDENDALE. The *GOLDENDALE MOTORSPORTS ASSOCIATION* 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 MOTORSPORTS ASSOCIATION* in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

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

- END

APPENDIX A

SCOPE OF WORK

Advertise, market, and operate two events:

1. Car show during Community Days for Saturday, July 8, 2023
2. Concourse de Maryhill at the Maryhill Museum for Saturday, October 7, 2023

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

Terms of compensation are as follows:

TOTAL \$ 11,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE MOTORSPORTS ASSOCIATION 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 25, 2023. This payment will be processed by the City Council at the first Monday council meeting on February 06, 2023.

REPORTING AND RECORD KEEPING

GOLDENDALE MOTORSPORTS ASSOCIATION 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 MOTORSPORTS ASSOCIATION 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, 2023 and terminate December 31, 2023.

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

**GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE**

By: 
Title: President

ATTEST:

By: 
City Clerk

Date: 1-17-2023

Address: 1103 S. Columbus
Goldendale, Wa 98620

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

Address: 903 E. Broadway
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

WEB-BASED MARKETING SUPPORT

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

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

Provide event management and marketing support to interested local and other organizations (for example, the Goldendale Observatory and motorsports groups).

Coordinate with Washington State Parks and local merchants to create a region-wide focus on the Goldendale Observatory.

Reinvigorate the Home and Garden Show.

Continue to assist local retailers to establish a coordinated presence on Google Business, radio, and newspaper platforms.

Continue support of other non-profit groups through copier and insurance services.

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

Terms of compensation are as follows:

TOTAL \$ 45,000.00

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 25, 2023. This payment will be processed by the City Council at the first Monday council meeting on February 6, 2023.

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 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, 2023 and terminate December 31, 2023.

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.

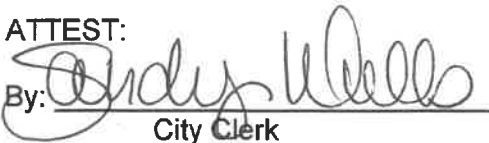
CITY OF GOLDENDALE

By: 
Title: Mayor

ABATE OF WASHINGTON

By: 
Title: President

ATTEST:

By: 
City Clerk

Date: 1-17-2023

Address: 1103 S. Columbus
Goldendale, WA 98620

ABATE Federal ID No:

91-0984142

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 CONSULTANT 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 \$ 13,000.00

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 25, 2023. This payment will be processed by the City Council at the first Monday council meeting on February 06, 2023.

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.