

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
FEBRUARY 3, 2025
6:00 PM**

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

- A. Call to Order
 - a. Pledge of Allegiance
- B. 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
- G. Department Reports
- H. Council Business
 - 1. Update on the Waterline Project by Dustin Conroy
 - 2. Update on the Waterline Project Phase 2 by Dustin Conroy
 - 3. Update on the Chip Seal Project by Dustin Conroy
- I. Resolutions
 - 1. Resolution No 743 – Tourism Funding
- 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 FEB 18, 2025 AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: February 3, 2025

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X

RESOLUTION _____ OTHER _____

MOTION _____ X

EXPLANATION:

The consent agenda includes the following:

Minutes of the January 21, 2025 regular council meeting, second pay period January checks # 59139 – 59148, 901852, direct deposit 1/22/2025 in the amount of \$155,902.68, January 29, 2025 claims checks # 59131– 59136, 59138, 59149 – 59187, 901853 - 901855 in the amount of \$232,862.83.

FISCAL IMPACT:

Payroll checks in the amount of \$155,902.68, claims checks in the amount of \$232,862.83.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
January 21, 2025
6:00 PM**

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

ROLL CALL

Council Present: Mayor Dave Jones (Not voting), Council Member Steve Johnston, Council Member Loren Meagher, Council Member Danielle Clevidence, and Council Member Miland Walling, Council Member Theone Wheeler (Zoom)

Motion: I move to excuse Council Member Andy Halm and Council Member Ellie Casey, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Danielle Clevidence
Ayes: Council Member Miland Walling, Council Member Danielle Clevidence, Council Member Theone Wheeler, Council Member Loren Meagher, Council Member Steve Johnston
Motion Passed Unanimously

Staff Present (Not Voting) Clerk Treasurer Shelly Enderby, Police Chief Mike Smith, Building Official/Code Enforcement Officer Robert Thompson

CLOSED PUBLIC COMMENT

No Public Comment

Public Hearing

No Public Hearing

AGENDA AND CONSENT AGENDA

Motion: I move to approve the agenda and consent agenda, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Danielle Clevidence
Motion Passed Unanimously

PRESENTATIONS

No Presentations

DEPARTMENT REPORTS

Building Official/Code Enforcement Officer Robert Thompson – gave an update on Building Department and Code Enforcement. There were 116 building permits issued with a project value of a little over 2 million dollars. There were 43 code cases 11 are ongoing into the new year. There are some ordinances when it comes to noxious weeds that we need to address. Our code says we need to have a list of noxious weeds.

Police Chief Mike Smith – Robert calls us when he finds different cars in the last month and a half, we have towed 5 cars and a motorhome. This year we finished with 3283 calls. Traffic complaints have raised quit a bit being shorthanded we don't have the manpower to do the traffic emphasis. I have contacted the schools to look into a school resource officer.

COUNCIL BUSINESS

No Council Business

RESOLUTIONS

No Resolutions

ORDINANCES

Rescind Ord. No. 1543 – Flood Damage Prevention by Mayor Dave Jones, Ordinance No 1543 was passed on November 18, 2024, repealing and replacing the Goldendale Municipal Code Chapter 15.48 Entitled Flood Damage Prevention. The Ordinance was sent over to our attorney Quinn Plant for a required signature. Quinn found some changes to the Ordinance language that need to be fixed. We are replacing Ordinance No. 1543 with Ordinance No. 1544. The contents of the Ordinance didn't change, just the Ordinance language.

Motion: I move to rescind the motion that the council adopted at the November 18, 2024 meeting regarding Ordinance No. 1543 repealing and replacing the Goldendale Municipal Code chapter 15.48 entitled Flood Damage Prevention, **Action:** Motion, **Moved by** Council Member Danielle Clevidence, **Seconded by** Council Member Miland Walling.

Ayes: Council Member Miland Walling, Council Member Danielle Clevidence, Council Member Theone Wheeler, Council Member Loren Meagher

Nays: Council Member Steve Johnston

Motion Passed (**summary:** Ayes = 4, Nays =1, Abstain =0)

Council Member Loren Meagher would like a marked-up version as well as a final version so it's easy to understand the changes

Council Member Steve Johnston believes this is a blatant example of government overreach

Ord No. 1544- Flood Damage Prevention by Mayor Dave Jones, FEMA has been working on the updated flood plain maps over the last couple of years for Klickitat County. As part of that process, they have reviewed Chapter 15.48 Flood Damage Prevention of the Goldendale Municipal Code for consistency with their requirements

Motion: I move to accept Ordinance No. 1544 repealing and replacing the Goldendale Municipal Code Chapter 15.48 Entitled Flood Damage Prevention, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Danielle Clevidence.

Ayes: Council Member Miland Walling, Council Member Danielle Clevidence, Council Member Theone Wheeler, Council Member Loren Meagher

Nays: Council Member Steve Johnston

Motion Passed (**summary:** Ayes = 4, Nays =1, Abstain =0)

REPORT OF OFFICERS

Council Member Steve Johnston – wanted to commend the crew that is working on Observatory Hill. There is a lot of solid timber on the ground, is there anything that can be done other than burning it

Council Member Loren Meagher – All the large wood left on the ground is the City's material to do with as they choose.

Council Member Steve Johnston – It would make excellent firewood. A program could be set up where the public could access it for firewood

Council Member Danielle Clevidence – I could not agree more I brought up that when it was first starting to happen. I was told it would be an insurance risk I think that's silly. I think we could get WAGAP and have a deal with them to get low-income families to use the fuel.

Mayor Dave Jones – I will revisit that with city staff and see if we can't work something out

Council Member Loren Meagher – It's all pine material so the value of putting it on a log truck and hauling it to a mill would not even cover the hauling costs. For someone local needing firewood it might make sense. The city would have to have the staff time and resources to figure out a program

Council Member Loren Meagher – There is a fiber optics project that goes along the road on observatory hill is there a plan for the revegetation. I would hate for anyone to come in the two projects and think the Conservation District left an open sight for evasive weeds to come in

Council Member Danielle Clevidence – What is happening with the fencing behind the pool all that area and the corner of 3rd and Pipeline

Council Member Loren Meagher offered to help the mayor look into this.

Council Member Danielle Clevidence – May 31st is the city wide clean up

Council Member Miland Walling - We are moving along on a lot of great projects

Mayor Dave Jones – Last week Danielle, myself, Doug, and Sandy met with Jonathan Lewis and Josh Hamlik from the hospital. We talked about their micro grid project. It sounds like a worthwhile project. The city along with the city council events committee have been working with a group planning community days. Community days will be July 11th – 12th this year. If anyone would like to be involved, reach out to one of the events committee members or myself

OPEN PUBLIC COMMENT

Rodger Nichols – If Danielle needs publicity let me know I can help with both radio and newspaper

EXECUTIVE SESSION

No Executive Session

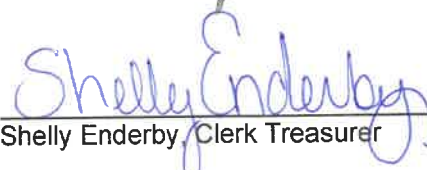
ADJOURNMENT

6:37 PM

Motion: I motion to Adjourn the meeting, Action: Motion, Moved by Council Member Steve Johnston, Seconded by Council Member Miland Walling.
Motion passed unanimously.



Dave Jones, Mayor



Shelly Enderby, Clerk Treasurer

Register

Fiscal: 2025

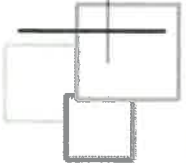
Deposit Period: 2025 - January 2025

Check Period: 2025 - January 2025 - 2nd Council Jan 2025

Number	Name	Print Date	Clearing Date	Amount
1st Security Bank of Washington	20016310			
Check				
59131	Klickitat County Public Works	1/16/2025		\$50.00
59132	Verizon Wireless	1/16/2025		\$440.11
59133	Klickitat PUD	1/16/2025		\$17,697.06
59134	Goldendale City of	1/16/2025		\$4,503.56
59135	Klickitat PUD	1/16/2025		\$756.17
59136	Department of Revenue	1/17/2025		\$77.04
59138	WA St Treasurer	1/17/2025		\$2,053.65
59149	Avista Utilities	1/22/2025		\$3,154.43
59150	AT&T Mobility	1/22/2025		\$1,681.36
59151	AT&T Mobility	1/22/2025		\$86.93
59152	Hattenhauer Energy Co LLC	1/22/2025		\$1,511.24
59153	Umpqua Bank	1/27/2025		\$8,411.41
59154	Board For Volunteer Firefighters	1/27/2025		\$3,920.00
59155	Axon Enterprise Inc	2/3/2025		\$10,282.59
59156	Basin Feed & Supply	2/3/2025		\$56.96
59157	Beam Excavating	2/3/2025		\$32,917.45
59158	Bohn's Printing	2/3/2025		\$190.80
59159	Christopher R Lanz Law Office LLC	2/3/2025		\$500.00
59160	Clifford & Martin Inc	2/3/2025		\$29.37
59161	Farwest Steel Corporation	2/3/2025		\$3,343.19
59162	Ferguson Portland Waterworks #3011	2/3/2025		\$3,977.50
59163	Ford Credit Municipal Finance	2/3/2025		\$4,980.00
59164	Goldendale Sentinel	2/3/2025		\$168.00
59165	Goldendale Veterinary Clinic	2/3/2025		\$288.94
59166	H.D. Fowler	2/3/2025		\$489.88
59167	IAPE International Association for Property & Evidence Inc	2/3/2025		\$65.00
59168	IBS Incorporated	2/3/2025		\$267.11
59169	Jane Granum	2/3/2025		\$50.00
59170	Klickitat County Auditor	2/3/2025		\$7,766.22
59171	Klickitat PUD	2/3/2025		\$722.40
59172	Les Schwab Tire Center	2/3/2025		\$432.78
59173	Lori Lynn Hoxter Attorney at Law	2/3/2025		\$1,020.00
59174	North Central Laboratories	2/3/2025		\$617.35
59175	Optimist Printers	2/3/2025		\$395.25
59176	Quadient Leasing USA Inc	2/3/2025		\$467.62

Number	Name	Print Date	Clearing Date	Amount
59177	Quill Corporation	2/3/2025		\$1,804.74
59178	Radcomp Technologies	2/3/2025		\$3,117.50
59179	Republic Services Transfer Station	2/3/2025		\$23.21
59180	Schaeffer MFG Co	2/3/2025		\$566.21
59181	Shred Northwest Inc	2/3/2025		\$75.25
59182	Stearns Bank N.A.	2/3/2025		\$1,360.07
59183	Swanson Bark & Wood Products Inc	2/3/2025		\$3,497.79
59184	Uline	2/3/2025		\$538.71
59185	WA Assoc Sheriff & Police	2/3/2025		\$120.00
59186	WA St Dept of Ecology	2/3/2025		\$82,100.75
59187	Washington Law Enforcement Information and Records Assoc	2/3/2025		\$100.00
901853	HSA Bank Employee Plan Funding	1/15/2025		\$15,687.48
901854	PAYA	1/2/2025		\$1,847.47
901855	Department of Revenue	12/31/2024		\$8,652.28
		Total	Check	\$232,862.83
		Total	20016310	\$232,862.83
		Grand Total		\$232,862.83

Register Activity



Fiscal: 2025
Period: 2025 - January 2025
Council Date: 2025 - January 2025 - 2nd Council Jan 2025

Reference	Date	Amount	Notes
Reference Number: 59131 <u>Invoice - 1/16/2025 12:15:44 PM</u>	Klickitat County Public Works 1/16/2025	\$50.00 \$50.00	2025 Community Days Court House lawn rental fee
Reference Number: 59132 <u>6102757385</u>	Verizon Wireless 1/4/2025	\$440.11 \$440.11	GPD Laptops
Reference Number: 59133 <u>Invoice - 1/16/2025 12:37:35 PM</u>	Klickitat PUD 1/16/2025	\$17,697.06 \$17,697.06	
Reference Number: 59134 <u>Invoice - 1/16/2025 2:48:50 PM</u>	Goldendale City of 1/5/2025	\$4,503.56 \$4,503.56	Water Utilities
Reference Number: 59135 <u>Invoice - 1/16/2025 4:14:00 PM</u>	Klickitat PUD 1/10/2025	\$756.17 \$756.17	Utility
Reference Number: 59136 <u>4th Quarter 2024</u>	Department of Revenue 1/17/2025	\$77.04 \$77.04	Leaseholding 4th Quarter
Reference Number: 59138 <u>4th Quarter 2024</u>	WA St Treasurer 1/17/2025	\$2,053.65 \$2,053.65	4th Quarter Treasurer
Reference Number: 59149 <u>Invoice - 1/22/2025 2:49:35 PM</u>	Avista Utilities 1/14/2025	\$3,154.43 \$3,154.43	Natural Gas Utilities
Reference Number: 59150 <u>287322322398X01132025</u> <u>287322322615X01132025</u>	AT&T Mobility 1/5/2025 1/5/2025	\$1,681.36 \$939.59 \$741.77	Phones Phones
Reference Number: 59151 <u>287258483135X01182025</u>	AT&T Mobility 1/10/2025	\$86.93 \$86.93	Chlorination Station Hotspot
Reference Number: 59152 <u>CL19151</u>	Hattenhauer Energy Co LLC 1/15/2025	\$1,511.24 \$1,511.24	Fuel
Reference Number: 59153 <u>Invoice - 1/27/2025 12:48:02 PM</u>	Umpqua Bank 2/10/2025	\$8,411.41 \$8,411.41	Credit Card

Reference	Date	Amount	Notes
Reference Number: 59154 <u>Invoice - 1/27/2025 2:44:51 PM</u>	Board For Volunteer Firefighters 1/27/2025	\$3,920.00 \$3,920.00	Fire Dept Pension Insurance
Reference Number: 59155 <u>INUS315058</u>	Axon Enterprise Inc 1/15/2025	\$10,282.59 \$10,282.59	Pro License bundle, Body camera's, Evidence Storage 10GB
Reference Number: 59156 <u>138923</u>	Basin Feed & Supply 1/15/2025	\$56.96 \$56.96	Shovel
Reference Number: 59157 <u>24-674</u>	Beam Excavating 11/8/2024	\$32,917.45 \$32,917.45	22-098 Airport
Reference Number: 59158 <u>5450</u> <u>5451</u> <u>5452</u>	Bohn's Printing 1/24/2025 1/24/2025 1/24/2025	\$190.80 \$139.14 \$23.46 \$28.20	Copies Copies Copies
Reference Number: 59159 <u>3A0114681</u> <u>4A0115527</u> <u>4A0313240</u>	Christopher R Lanz Law Office LLC 1/6/2025 1/6/2025 1/6/2025	\$500.00 \$100.00 \$200.00 \$200.00	Rodrigo Jajar Carrillo Barbara Kleser Alfred Madrid
Reference Number: 59160 <u>1276627</u> <u>1279985</u>	Clifford & Martin Inc 12/17/2024 12/31/2024	\$29.37 \$16.47 \$12.90	Water Service Water Service
Reference Number: 59161 <u>2173268</u>	Farwest Steel Corporation 1/16/2025	\$3,343.19 \$3,343.19	Steel Order
Reference Number: 59162 <u>1300381</u>	Ferguson Portland Waterworks #3011 1/16/2025	\$3,977.50 \$3,977.50	Water Parts
Reference Number: 59163 <u>1779783</u>	Ford Credit Municipal Fianance 1/23/2025	\$4,980.00 \$4,980.00	2024 Ford F-550
Reference Number: 59164 <u>158028</u>	Goldendale Sentinel 1/8/2025	\$168.00 \$168.00	Public Notice Small Works Roster
Reference Number: 59165 <u>201667</u> <u>202983</u> <u>Invoice - 1/28/2025 5:25:42 PM</u>	Goldendale Veterinary Clinic 12/10/2024 12/11/2024 12/31/2024	\$288.94 \$129.72 \$157.00 \$2.22	Harley Food Harley Wellness exam, Shots Service Charge

Reference	Date	Amount	Notes
Reference Number: 59166 <u>16906372</u>	H.D. Fowler 1/2/2025	\$489.88 \$489.88	Water Parts
Reference Number: 59167 <u>M25-C687884</u>	IAPE International Association for Property & Evidence Inc 1/7/2025	\$65.00 \$65.00	IAPE Membership
Reference Number: 59168 <u>866339-1</u>	IBS Incorporated 1/17/2025	\$267.11 \$267.11	Nylon Tie Wraps, Hex Fasteners, Quick Link ZP, Spring Link ZP
Reference Number: 59169 <u>Invoice - 1/28/2025 5:50:03 PM</u>	Jane Granum 1/19/2025	\$50.00 \$60.00	Patches
Reference Number: 59170 <u>20250121-CGOL</u>	Klickitat County Auditor 1/21/2025	\$7,766.22 \$7,766.22	2024 Voter Registration Costs
Reference Number: 59171 <u>7192</u>	Klickitat PUD 1/17/2025	\$722.40 \$722.40	Pallet of Water
Reference Number: 59172 <u>34800357003</u>	Les Schwab Tire Center 1/7/2025	\$432.78 \$432.78	Tire for Plow Truck
Reference Number: 59173 <u>Klickitat 4A0115531</u> <u>Klickitat 4A0143773</u> <u>Klickitat 4A0241310</u>	Lori Lynn Hocfor Attorney at Law 1/5/2025 1/5/2025 1/5/2025	\$1,020.00 \$280.00 \$300.00 \$440.00	Ms. Tasha Carpenter Carl Richard Hugg Patricia Yallup
Reference Number: 59174 <u>513870</u> <u>514444</u>	North Central Laboratories 1/6/2025 1/16/2025	\$617.35 \$264.55 \$352.80	H-21055-28, C12 Chlorine, Cups
Reference Number: 59175 <u>61383</u> <u>61987</u> <u>62049</u>	Optimist Printers 11/27/2024 1/27/2025 1/27/2025	\$395.25 \$266.25 \$64.50 \$64.50	Letterhead Stationary Bus Cards-Doug Frantum Bus Cards-Danielle Clevidence
Reference Number: 59176 <u>Q1682166</u>	Quadient Leasing USA Inc 1/12/2025	\$467.62 \$467.62	Postage Machine Lease
Reference Number: 59177 <u>42422882</u> <u>42423335</u> <u>42425355</u> <u>42426878</u>	Quill Corporation 1/15/2025 1/15/2025 1/15/2025 1/14/2025	\$1,804.74 \$16.99 \$32.39 \$12.23 \$1,662.15	Tape Refreshments Refreshments Desk

Reference	Date	Amount	Notes
Reference Number: 59177 <u>42452514</u>	Quill Corporation 1/15/2025	\$1,804.74 \$80.98	Refreshments
Reference Number: 59178 <u>105540</u>	Radcomp Technologies 1/23/2025	\$3,117.50 \$3,117.50	Doug Frantum Laptop
Reference Number: 59179 <u>Invoice - 1/28/2025 6:29:57 PM</u> <u>Invoice - 1/28/2025 6:31:46 PM</u>	Republic Services Transfer Station 12/18/2024 1/2/2025	\$23.21 \$14.84 \$8.37	Garbage Garbage
Reference Number: 59180 <u>TY178182-INV1</u>	Schaeffer MFG Co 1/13/2025	\$566.21 \$566.21	Lubricants
Reference Number: 59181 <u>53038011625</u>	Shred Northwest Inc 1/16/2025	\$75.25 \$75.25	Shred Services
Reference Number: 59182 <u>1509695</u>	Stearns Bank N.A. 1/29/2025	\$1,360.07 \$1,360.07	Genie Lift
Reference Number: 59183 <u>INV938343</u>	Swanson Bark & Wood Products Inc 10/28/2024	\$3,497.79 \$3,497.79	Bark for Handicap Equip at Ekone Park
Reference Number: 59184 <u>187917530</u>	Uline 1/15/2025	\$538.71 \$538.71	Mats
Reference Number: 59185 <u>DUES 2025-00182</u>	WA Assoc Sheriff & Police 1/15/2025	\$120.00 \$120.00	Active Dues Category B Smith
Reference Number: 59186 <u>LN-000004421</u>	WA St Dept of Ecology 12/9/2024	\$82,100.75 \$82,100.75	Little Klickitat River Sewer Project
Reference Number: 59187 <u>4360</u> <u>4643</u>	Washington Law Enforcement Information and Records Assoc 12/31/2024 12/31/2024	\$100.00 \$50.00 \$50.00	Membership Renewal Jessica Membership Renewal Natasha
Reference Number: 901853 <u>Invoice - 1/28/2025 5:31:39 PM</u>	HSA Bank Employee Plan Funding 1/15/2025	\$15,687.48 \$15,687.48	HSA Plan Funding
Reference Number: 901854 <u>Invoice - 1/28/2025 6:16:22 PM</u>	PAYA 1/28/2025	\$1,847.47 \$1,847.47	Credit Card Services

Reference	Date	Amount	Notes
Reference Number: 901855	Department of Revenue	\$8,652.28	
Invoice - 1/29/2025 7:05:11 AM	12/31/2024	\$8,652.28	Excise Tax December 2024

Register

Number	Name	Fiscal Description	Cleared	Amount
59139	Johnston, Steve	2025 - January 2025 - 2nd Council Jan 2025		\$45.22
59140	American Family Life	2025 - January 2025 - 2nd Council Jan 2025		\$110.50
59141	Deferred Comp Program	2025 - January 2025 - 2nd Council Jan 2025		\$635.50
59142	Dept of Labor & Industries	2025 - January 2025 - 2nd Council Jan 2025		\$2,802.01
59143	Dept of Retirement	2025 - January 2025 - 2nd Council Jan 2025		\$13,821.07
59144	Employment Security - PFML	2025 - January 2025 - 2nd Council Jan 2025		\$911.35
59145	Employment Security - WA Cares Fund	2025 - January 2025 - 2nd Council Jan 2025		\$513.19
59146	Employment Security Department ,	2025 - January 2025 - 2nd Council Jan 2025		\$195.43
59147	Vimily Benefit Solutions Inc	2025 - January 2025 - 2nd Council Jan 2025		\$42,850.06
59148	Washington State Support Registry	2025 - January 2025 - 2nd Council Jan 2025		\$148.87
901852	City of Goldendale	2025 - January 2025 - 2nd Council Jan 2025		\$25,597.49
Direct Deposit Run -	Payroll Vendor	2025 - January 2025 - 2nd Council Jan 2025		\$68,271.99
1/22/2025				\$155,902.68

AGENDA BILL: H1

AGENDA TITLE: UPDATE ON THE WATERLINE PROJECT

DATE: FEBRUARY 3, 2025

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____

EXPLANATION:

Dustin Conroy from Pioneer Engineering will be in attendance to give the council on the Waterline Project

AGENDA BILL: H2

**AGENDA TITLE: UPDATE ON THE WATERLINE PROJECT
PHASE 2**

DATE: FEBRUARY 3, 2025

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____

EXPLANATION:

Dustin Conroy from Pioneer Engineering will give the council an update on the Waterline Project Phase 2

AGENDA BILL: H3

AGENDA TITLE: UPDATE ON THE CHIP SEAL PROJECT

DATE: FEBRUARY 3, 2025

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

Dustin Conroy from Pioneer Engineering will give the council an update on the Chip Seal Project

AGENDA BILL: I1

AGENDA TITLE: RESOLUTION NO 743

DATE: FEBRUARY 3, 2025

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

The Event Committee has met with the applicants for the award of Tourism dollars. The applications totaled \$83,516.00. The committee gave a recommendation to the council on January 6, 2025 for approval. The recommendation of the committee was to fund requests in the amount of \$61,000.00 in accordance with Exhibit A.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION 743 AUTHORIZING THE FUNDING FOR TOURISM EVENTS FOR 2025 IN THE AMOUNT OF \$61,000.00.

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 743

**A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND
FESTIVALS IN 2025 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING
TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION
CHAPTER 3.22**

WHEREAS, on November 6, 2024, 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 \$80,000.00, and

WHEREAS, by December 2, 2024, five (5) applications for funding were received totaling \$83,516.00, and

WHEREAS, on January 6, 2025, the Event Committee met to make a recommendation to the City Council and to fund the requests in the amount of \$61,000.00 in accordance with the spread sheet attached as Exhibit A, and

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

The City Council of the City of Goldendale approves the recommendation of the Event Committee, in accordance with Exhibit A attached to this resolution, for funding events and festivals for the City of Goldendale and further that staff be directed to prepare agreements, substantially in form attached hereto, as Exhibit B, and the Mayor to execute the same with each of the event organizers.

APPROVED BY THE GOLDENDALE CITY COUNCIL THIS 3rd DAY OF FEBRUARY 2025.

David Jones, Mayor

ATTEST:

Shelly Enderby, Clerk-Treasurer

Applicant Name	Event Name	2021 Amount Requesting	2021 Recommendation	2022 Amount Requested	2022 Recommendation	2023 Amount Requested	2023 Recommendation	2024 Requested	2024 Recommendation	2025 Request	2025 Recommendation
Brighter Goldendale Christmas Committee	Candy Cane Lane Parade	\$ 4,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 10,000.00	\$ 15,000.00	\$ 7,000.00	\$20,600.00	18,000
Time Capsule Project	Time Capsule	-	-	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	-	0	
Goldendale Motorsport	Comm. Days Show 'n Shine Concoours De Maryhill Car Show	\$ 4,500.00	\$ 4,000.00	\$ 5,975.00	\$ 5,975.00	\$ 7,075.00	\$ 5,500.00	\$ -	-	0	
Goldendale Motorsport	Marketing, Event Promotion, Operations	\$ 3,500.00	\$ 3,000.00	\$ 5,415.00	\$ 5,415.00	\$ 7,300.00	\$ 5,500.00	\$ -	-	0	
Greater Area Chamber of Commerce		\$ 35,000.00	\$ 31,000.00	\$ 39,000.00	\$ 39,000.00	\$ 54,696.00	\$ 45,000.00	\$ 33,000.00	\$27,000.00	\$34,916.00	\$22,000.00
Goldendale Pride	Goldendale Pride Event	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 1,700.00	\$ 3,000.00	\$1,250.00	\$3,000.00	\$2,000.00
Goldendale Kiwanis	Kids Golf Tournament	\$ -	\$ -	\$ -	\$ -	\$ 2,388.00	\$ -	\$ 1,800.00	\$1,000.00	0	
Mayor, Dave Jones	Community Days									\$15,000.00	\$15,000.00
Abate of Washington	4th of July Demolition Derby Fireworks Show	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 13,000.00	\$ 15,000.00	\$7,000.00	\$10,000.00	\$4,000.00
Totals		\$47,000.00	\$ 40,000.00	\$ 65,390.00	\$ 65,390.00	\$103,459.00	\$ 80,700.00	\$ 67,800.00	\$43,250.00	\$83,516.00	\$61,000.00

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE ABATE OF WASHINGTON

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and ABATE of Washington, c/o 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, 2025 and terminate December 31, 2025.

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 Dave Jones, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

CITY OF GOLDENDALE

ABATE OF WASHINGTON

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

ABATE Federal ID No:

91-0984162

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: Po Box 357
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

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

(b) *Subcontractor*

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

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

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

4. PROFESSIONAL CONDUCT

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

5. INDEMNIFICATION

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

In any and all claims against GOLDENDALE by any employee of ABATE, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ABATE under work's compensation acts, disability benefit acts, or other employee benefit acts, AND **CONSTANT 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 \$ 4,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the ABATE in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2025. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2025.

REPORTING AND RECORD KEEPING

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

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

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE, c/o Po Box 1064, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE".

II. RECITALS

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

III. STATEMENT OF SERVICES

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2025 and terminate December 31, 2025.

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 Dave Jones, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

CITY OF GOLDENDALE

**BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE
Federal ID No: 27-0539918

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: Po Box 1064
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

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

(b) *Subcontractor*

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

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

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

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

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

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

6. INSURANCE

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

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

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

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

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

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

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

8. NONDISCLOSURE

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

comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

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

9. SUBCONTRACTS

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

10. COMPLIANCE WITH LAWS

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

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

11. TERMINATION

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

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

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

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

12. CHANGES

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

13. PROGRESS REVIEW

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

14. AUDITS

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

15. REPORTS AND RECORDS

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

16. NOTICES

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

- END

APPENDIX A

SCOPE OF WORK

Advertise, market, and operate the Candy Cane Lane Parade on December 8, 2025. (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 \$ 18,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2025. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2025.

REPORTING AND RECORD KEEPING

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

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

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE PRIDE EVENT

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and GOLDENDALE PRIDE EVENT, c/o 5 Legacy Dr, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GOLDENDALE PRIDE EVENT".

II. RECITALS

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

III. STATEMENT OF SERVICES

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2025 and terminate December 31, 2025.

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 Dave Jones, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

CITY OF GOLDENDALE

GOLDENDALE PRIDE EVENT

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
Clerk Treasurer

GOLDENDALE PRIDE EVENT

Date: _____

88-1903469
Federal ID No.

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: 5 Legacy Dr
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

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

(b) *Subcontractor*

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

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

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

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

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

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

the *GOLDENDALE PRIDE EVENT* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. GOLDENDALE PRIDE EVENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

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

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

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

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

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

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

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

8. NONDISCLOSURE

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

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

Agreement.

9. SUBCONTRACTS

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

10. COMPLIANCE WITH LAWS

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

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

11. TERMINATION

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

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

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

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

12. CHANGES

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

13. PROGRESS REVIEW

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

performance of the services.

14. AUDITS

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

15. REPORTS AND RECORDS

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

16. NOTICES

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

- END

APPENDIX A

SCOPE OF WORK

Host an event to bring the community together.

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

Terms of compensation are as follows:

TOTAL \$ 2,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE PRIDE EVENT in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2025. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2025.

REPORTING AND RECORD KEEPING

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

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

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE CITY OF GOLDENDALE

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 CITY OF GOLDENDALE, c/o 1103 S Columbus, Goldendale, WA 98620, hereinafter referred to as the "City of Goldendale"

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2025 and terminate December 31, 2025.

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 Dave Jones, 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

THE CITY OF GOLDENDALE

By: _____
Title: Mayor

By: _____
Title: Mayor

ATTEST:

By: _____
City Clerk

City of Goldendale
Federal ID No: 91-6001249

Date: _____

Address: 1103 S Columbus
Goldendale, Wa 98620

Address: 1103 S. Columbus
Goldendale, Wa 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) GOLDENDALE

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

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

CITY OF GOLDENDALE 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 CITY OF GOLDENDALE 's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with CITY OF GOLDENDALE 's performance of this Agreement. CITY OF GOLDENDALE 's hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of CITY OF GOLDENDALE (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 CITY OF GOLDENDALE , the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CITY OF GOLDENDALE under work's compensation acts, disability benefit acts, or other

employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CITY OF GOLDENDALE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

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

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

8. NONDISCLOSURE

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

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

14. AUDITS

The *CITY OF GOLDENDALE* 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 CITY OF GOLDENDALE shall provide reports submitted in the manner directed by GOLDENDALE. The CITY OF GOLDENDALE 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 CITY OF GOLDENDALE 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

Additional Tourism Dollars for Community Days 2025

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

Terms of compensation are as follows:

TOTAL \$ 15,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the CITY OF GOLDENDALE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2025. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2025.

REPORTING AND RECORD KEEPING

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

CITY OF GOLDENDALE

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

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and GREATER GOLDENDALE AREA CHAMBER OF COMMERCE, c/o 903 E Broadway, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GREATER GOLDENDALE AREA CHAMBER OF COMMERCE".

II. RECITALS

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

III. STATEMENT OF SERVICES

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

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

VI. DOCUMENTS INCORPORATED

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

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

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

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

IX. EXECUTION

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

CITY OF GOLDENDALE

**GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

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

Date: _____

Address: 1103 S. Columbus
Goldendale, Wa 98620

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

Additional Tourism Dollars for TOURISM MARKETING, VISITOR
INFORMATION CENTER

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

Terms of compensation are as follows:

TOTAL \$ 22,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GREATER GOLDENDALE AREA CHAMBER OF COMMERCE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2024. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2024.

REPORTING AND RECORD KEEPING

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

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