

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
FEBRUARY 7, 2022  
7:00 PM**

**NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 6:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.**

- A. Call to Order
  - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
    - b. Claims
    - c. Payroll
    - d. Other
- E. Presentations
  - 1. Ruby Irving
- F. Department Reports
- G. Council Business
  - 1. Update on Airport Bid Documents
  - 2. Update on Byars Street Improvements
  - 3. Police Car Capital Outlay
  - 4. Council Members Salary Increase
- H. Resolutions
  - 1. Resolution on Tourism Awards
- I. Ordinances
- J. Report of Officers and City Administrator – Larry, Council, Mayor
- K. Public Comment – 3 Minute Limit (If you are going to be more than 3 minutes, please request a presentation for the following council meeting)
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON FEBRUARY 22, 2022 AT 7:00 PM.

**AGENDA TITLE: CONSENT AGENDA**

**DATE: FEBRUARY 7, 2022**

**ACTION REQUIRED:**

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

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**EXPLANATION:**

The consent agenda includes the following:  
Minutes of the January 18, 2022, regular council meeting, second pay period January checks #55270 – 55278, 901393, direct deposit 1/21/2022 in the amount of \$130,114.36, February 7, 2022 claims checks #55279 – 55327, 901396 - 901400 in the amount of \$100,612.46, voided check #55281.

**FISCAL IMPACT:**

Payroll checks in the amount of \$130,114.36, claims checks in the amount of \$100,612.46.

**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 18, 2022  
7:00 PM**

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

**APPOINTMENT OF COUNCIL MEMBERS**

**Motion:** I move to declare position #5 vacant and appointment of Dave Jones **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Miland Walling.

Motion passed unanimously.

**OATH OF OFFICERS**

Oath of officers was given by Connie Byers to Loren Meagher, Miland Walling, Dave Jones, and Ellie Casey

**ROLL CALL**

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

**Staff Present (Not Voting):** City Administrator Larry Bellamy, Clerk-Treasurer Connie Byers, Police Chief Jay Hunziker, Fire Chief Noah Halm, Public Works Doug Frantum

**Motion:** I move to excuse Council Member Filiberto Ontiveros **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Ellie Casey.  
Motion passed unanimously.

**AGENDA AND CONSENT AGENDA**

**Motion:** I move to approve the agenda and consent agenda, **Action:** Motion, **Moved by** Council Member Dave Jones, **Seconded by** Council Member Andy Halm.

Motion Passed (**summary:** Ayes = 5, Nays =1, Abstain =0)

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

**Nays:** Council Member Steve Johnston

**PRESENTATIONS**

**CHAMBER 2021 REPORT BY NICOLE LUNDIN** – Nicole Lundin gave a slide show regarding the look and information on their new website. Steve Johnston, it looks like

your upcoming events is short. Nicole – We are still researching events to add to the website. Nicole informed the council how the chambers helps promote tourism in Goldendale. Steve Johnston would like to see vouchers and receipts for the last two years from the Chamber and where their money is being spent. Dave Jones thanked the chamber for all their hard work.

## **DEPARTMENT REPORTS**

**Police Chief Jay Hunziker** – Jay gave the council an update on the new legislation. Some of the new legislation is still being looked at and when he has confirmation of all the changes, Chief will update the council. The Goldendale Police Department is looking for a Grant for updating our laptops computers for all the Police Department cars. We have been having some issues with the old computers and docking stations. We are stilling looking at the body cameras. We did not get the grant which we were looking at from the Department of Justice. We are looking for another grant and other fundings to fund that project. Chief gave an update on the new protocols as far as any threats that the police department get on any of the schools in the Goldendale School District. In 2020 Goldendale Police Department had a total of 2861 calls and in 2021 we had an increase in calls to 2980. For the month of January 2022, we are already at 110 calls. Steve Johnston would like a break down of calls to what category all the calls fall into and the results of what happened to those calls for 2022.

**Fire Chief Noah Halm** – For the year 2021 we had 208 calls. 104 for EMS calls and 104 Fire calls. We had 21 mutual aid calls. Our responds time from the time our pagers go off to when we are in route to the call is 5:47.

**Public Works Doug Frantum (via zoom)** – Public Works has been busy with snow removal, preparing equipment and changing street signs. We have started burning some of our slash piles. Steve Johnston would like to know if we can start clearing all the sidewalks in town by public works or if we can contract that out. Mayor Canon stated we will investigate that and have another discussion regarding that on another council date. Doug, what do you mean contracting that out? We are right now clearing about 6 miles of sidewalks in the city after the streets are cleared. If the snow on the sidewalk reaches more than 6 inches, we do not have the equipment that will clear that much snow. The sidewalks are the responsibility of the homeowner. Steve Johnston, I would like to look at sidewalk snow removal as a community service to the community. Doug will share our standard snow removal procedures with the council via email. Doug gave the council our snow removal procedures and the problems that snow removal causes the community and public works. Loren would like to see our Public Works employees not use the heavy equipment on little sleep because that is a safety issue. Steve thought that Doug did a great job this year so far. Doug, every year our limited staff works 14 – 15 hours a day with little sleep to get the streets cleared of snow every year. We only have one piece of equipment that will push wet snow over 8 inches of snow. Those big trucks can't plow the side streets.

## **COUNCIL BUSINESS**

**Event Committee Recommendation by Larry Bellamy** – Please find attached the application for award and funding of 2022 tourism events including applications from Goldendale Chamber of Commerce, Brighter Goldendale Christmas Committee, Time Capsule Project, and GMA. The application requests totaled \$65,390.00. The recommended budget amount to distribute was \$55,000.00. After further evaluation the estimated ending cash carry over forecast rose to over \$70,000.00. Therefore, the budget for the tourism fund will support all the requested amounts and still have funding for City in-kind work, especially during community days. The Event Committee recommends funding 2022 tourism events in the amount of \$65,390.00

**Motion:** I move to direct staff to prepare a resolution adopting the event committee recommendation for funding 2022 tourism events and further authorize the preparation of agreements with the four applications, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Andy Halm.

Motion Passed (**summary:** Ayes = 5, Nays =0, Abstain =1)

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

**Abstain:** Council Member Dave Jones

Steve would like to add the condition in getting the funding, all applicants must submit their funding spending in detail including the chamber of commerce.

**Designation for Mayor Pro Tempore by Larry Bellamy** – In accordance with Goldendale Municipal Code Section 2.08.040, it discusses the process by which a Mayor Pro Tem is selected. Biennially at the first meeting of the new council shall designate one of their number as Mayor Pro Tem.

**Motion:** I move to appoint Andy Halm as Mayor Pro Tempore., **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Dave Jones. Motion passed unanimously.

**Standing committee Assignments by Mayor Mike Canon** – Section 2.04.075 discusses the process of council member appointments to each of the four standing committees of the city council. There are four standing committees listed as Finance, Ordinance, Public Works, and Event Committees. The purpose of the committees is listed in sub section B while the term and membership of each is listed in sub section C. The appointment of each council committee shall be made by the council during the first meeting of the council in January of every even year. The committees are as follows:

Budget Finance Committees – Andy Halm, Filiberto Ontiveros, and Dave Jones

Ordinance Committee – Miland Walling, Loren Meagher, and Ellie Casey

Public Works Committee – Miland Walling, Loren Meagher, and Steve Johnston

Event Committee – Andy Halm, Ellie Casey and Dave Jones

Steve Johnston, I would like to start having a public safety meeting committee. Larry Bellamy, the committee Steve is referring to is traffic safety committee and it is already in place. The code appoints the Mayor, City Administrator, and the Chief of Police on that committee. It didn't say that a council member couldn't be on the committee. Steve would like to be on the committee as well.

Airport Committee – is Dave Jones, Miland Walling and Ellie Casey

**Structure Fire Automatic Aid Agreement by Chief Noah Halm** – Please find attached a structure fire Automatic Aid Agreement between Rural 7, Goldendale Fire Department and Centerville Fire District. Once this agreement is in place, Dispatch will dispatch out our fire department for mutual aid for structure fires. The agreement will also help our insurance rating as well as help rural 7 and Centerville fire department insurance rating. Currently Goldendale Fire Department insurance rating is a 6.

**Motion:** I move to authorize Fire Chief Noah Halm to enter into a structure fire automatic aid agreement between Rural 7 Fire Department, Goldendale Fire Department and Centerville Fire Department., **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Ellie Casey.  
Motion passed unanimously.

## **ORDINANCES**

**Open Period Budget Amendment by Larry Bellamy** – In the parks fund it was necessary to purchase and install bark chips in all city parks playgrounds to reduce injury potential. In the public safety fund, a life pack purchase was discussed at council. An increase in appropriations was necessary. Funding will come from the assistance to fire fighter grant.

Steve Johnston, I looked at the information you gave me regarding the Covid Relief funds and as far as I know the money is still set aside. One of the uses of that money is safety related issues. Some of these expenditures falls under that category. It says we can't put that money in the general fund. Why don't we allocate some of these increases out of that money to pay for the amendments in the budget? Larry Bellamy – The cash reserves don't come out of the general fund. We had cash reserves in the parks fund and the public safety fund to cover amounts for the increases. I would recommend we have a council meeting where we talk specifically about how we want to spend that money.

**Motion:** I move to adopt ordinance number 1513 increasing appropriations for the parks fund and public safety fund in the amount of \$18,000 and \$35,000 respectively and waving the 2<sup>nd</sup> reading., **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Andy Halm.  
Motion passed unanimously.

## REPORT OF OFFICERS AND CITY ADMINISTRATOR

**City Administrator Larry Bellamy** – Larry gave the council an update on the WWTP Improvement Project. In the 2022 budget, one of the approval items was a new police car. At the next meeting we should be ready to give you all the details for the final council approval. I spoke with Cory McFarland about the Airport today. The action at hand is going to be how are we going to get from a cost estimate \$160,000 for the civil work and a bid price of \$310,000. We decided to reject those bids and rebid at a better time of the year. Larry gave an update on the Airport Improvement project on where we can save money on that project. Larry gave an update on the Byars Street Improvement project.

**Council Member Miland Walling** – Mayor I'm real pleased with what we are trying to get done with the Airport.

**Council Member Dave Jones** – I would like to bring up the Mural Project the Chamber did. I get complements every week about how good that mural looks. I would like to Thank everyone that volunteered their time to get that project done.

**Council Member Steve Johnston** – I would like to revisit the discussion I had a month ago about increasing the compensation for the volunteer Fire Department and the Council Members. There is a real nice sedan that sits over here, unused. It has government tags on it. Mayor, that is our staff car for the staff if they are doing any business for the city. Steve, how come the swimming pool isn't covered? Larry, the swimming pool belongs to the Klickitat County Parks and Recreation. Steve, I thought we funded that. Larry, no we do not fund the swimming pool. Steve, what is going on with the senior center? Larry, the senior center is run by a non-profit group. Steve, I spoke with Ken McKune this afternoon and Klickitat County has agreed to put the Klickitat County Annex building on the surplus market for 3 months.

**Mayor Mike Canon** – If any of the council members would like to attend any training for new council members, that training is available now. It is a zoom meeting. I also wanted to thank Darlene Williamson at the great job she did while she is filling in on city council.

## PUBLIC COMMENT

**Nicole Lundin, Chamber of Commerce** – I wanted to comment that if you need more information, the chamber is willing to comply.

**Ken McKune, 519 E Broadway (Via Zoom)** – I wanted to let you know what happened at the County Commissioners meeting. The County Commissioners decided to draw up the papers to put the building on the surplus market for 3 months. If they don't get interest, then the building will be torn down.

**EXECUTIVE SESSION**

**Evaluate Qualifications of Applicant 42.30.110(g)**

Council went into executive session at 9:10 pm for 30 minutes to discuss Evaluate Qualifications of Applicant

Council came out of executive session at 9:30 pm

**Adjournment**

**9:30 pm**

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

**Motion passed unanimously.**

# Register

Fiscal: 2022  
 Deposit Period: 2022 - jan 2022  
 Check Period: 2022 - jan 2022 - 2nd council jan 2022


Number	Name	Print Date	Clearing Date	Amount
<b>20016310</b>				
55279	David Brotherton	1/26/2022		\$80.00
55280	US Bank	2/1/2022		\$8,073.40
55281	Board For Volunteer Firefighters	2/1/2022		Void
55282	Board For Volunteer Firefighters	2/1/2022		\$2,500.00
55283	Aramark Uniform Serv Inc	2/7/2022		\$515.54
55284	Aspect Consulting LLC	2/7/2022		\$3,795.75
55285	AT&T Mobility	2/7/2022		\$57.73
55286	Avista Utilities	2/7/2022		\$2,099.16
55287	Basin Feed & Supply	2/7/2022		\$77.38
55288	Bishop Sanitation Inc	2/7/2022		\$240.00
55289	Bohn's Printing	2/7/2022		\$240.17
55290	Browning Extinguisher Service	2/7/2022		\$509.55
55291	Centurylink NC	2/7/2022		\$59.53
55292	Class 5	2/7/2022		\$765.63
55293	Clifford & Martin Inc	2/7/2022		\$56.44
55294	Communications Northwest	2/7/2022		\$539.01
55295	Eurofins-Cascade Analytical	2/7/2022		\$156.00
55296	Ferguson Enterprises Inc #3011	2/7/2022		\$6,167.71
55297	Goldendale Chamber	2/7/2022		\$1,661.20
55298	Goldendale Sentinel	2/7/2022		\$442.38
55299	Goldendale Tire Center	2/7/2022		\$1,773.07
55300	Gorge Networks	2/7/2022		\$802.69
55301	Gwendolyn L Grundei	2/7/2022		\$5,500.00
55302	Hattenhauer Energy Co LLC	2/7/2022		\$4,735.60
55303	Holcombs Market	2/7/2022		\$262.50
55304	Hood River Sand Gravel & Ready Mix	2/7/2022		\$3,745.38
55305	Klickitat CO Health Dept	2/7/2022		\$455.00
55306	Krystal L Smith	2/7/2022		\$1,275.00
55307	Law Offices of Jennifer A Gellner	2/7/2022		\$285.00
55308	League of Oregon Cities	2/7/2022		\$80.00
55309	Les Schwab Tire Center	2/7/2022		\$593.38
55310	Lori Lynn Hocht Attorney at Law	2/7/2022		\$852.50
55311	Marsh	2/7/2022		\$3,497.00
55312	Menke Jackson Beyer LLP	2/7/2022		\$2,186.40
55313	Norco Inc	2/7/2022		\$49.32
55314	North Central Laboratories	2/7/2022		\$404.48

Number	Name	Print Date	Clearing Date	Amount
<u>55315</u>	Optimist Printers	2/7/2022		\$213.93
<u>55316</u>	Pioneer Surveying & Engineering Inc	2/7/2022		\$1,897.50
<u>55317</u>	Precision Service and Electric LLC	2/7/2022		\$139.75
<u>55318</u>	Providence Shared Services Division	2/7/2022		\$399.73
<u>55319</u>	Quadient Leasing USA Inc	2/7/2022		\$383.78
<u>55320</u>	Radcomp Technologies	2/7/2022		\$6,925.16
<u>55321</u>	Regional Trans Council	2/7/2022		\$800.00
<u>55322</u>	Schaeffer MFG Co	2/7/2022		\$907.22
<u>55323</u>	Vance Law Office	2/7/2022		\$712.50
<u>55324</u>	Verizon Wireless	2/7/2022		\$98.03
<u>55325</u>	WA St Dept of Ecology	2/7/2022		\$1,634.09
<u>55326</u>	WA St Dept of Health	2/7/2022		\$2,628.20
<u>55327</u>	Washington State Patrol	2/7/2022		\$376.17
<u>90139</u>	David Brotherton	2/7/2022		(\$160.00)
<u>901396</u>	HSA Bank Employee Plan Funding	2/7/2022		\$20,075.14
<u>901397</u>	Invoice Cloud	2/7/2022		\$225.20
<u>901398</u>	Neopost Leasing Inc	2/7/2022		\$515.00
<u>901399</u>	WA St Dept of Revenue	2/7/2022		\$359.52
<u>901400</u>	WA St Dept of Revenue	2/7/2022		\$7,947.64
	<b>Total</b>		<b>Check</b>	<b>\$100,612.46</b>
	<b>Total</b>		<b>20016310</b>	<b>\$100,612.46</b>
	<b>Grand Total</b>			<b>\$100,612.46</b>

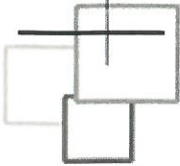
**CITY OF GOLDENDALE  
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Check numbers 55279 through 55327, 901396 - 901400 in the amount of \$100,612.46, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 4<sup>th</sup> day of February, 2022.

  
Clerk-Treasurer

# Register Activity



Fiscal: 2022  
 Period: 2022 - Jan 2022  
 Council Date: 2022 - Jan 2022 - 2nd council Jan 2022

Reference	Date	Amount	Notes
<b>Reference Number: 55279</b>	<b>David Brotherton</b>		
Invoice - 1/26/2022 11:29:33 AM	1/26/2022	\$80.00	reissue check new check for check #55229
<b>Reference Number: 55280</b>	<b>US Bank</b>		
Invoice - 2/1/2022 8:03:45 AM	2/1/2022	\$8,073.40	visa payment
<b>Reference Number: 55282</b>	<b>Board For Volunteer Firefighters</b>		
FF2022	2/1/2022	\$2,500.00	2021 Randall/2022 Fierfighters
RO2022	2/1/2022	\$370.00	2022 Reserve Offocer
<b>Reference Number: 55283</b>	<b>Aramark Uniform Serv Inc</b>		
529000192742	1/4/2022	\$515.54	service
529000192758	1/4/2022	\$23.44	service
529000192764	1/4/2022	\$43.38	service
529000192778	1/4/2022	\$32.61	service
529000197118	1/11/2022	\$16.67	service
529000197428	1/11/2022	\$23.44	service
529000197132	1/11/2022	\$43.67	service
529000197134	1/11/2022	\$32.61	service
529000201620	1/18/2022	\$16.67	service
529000201660	1/18/2022	\$67.85	service
529000201668	1/18/2022	\$49.82	service
529000201674	1/18/2022	\$32.61	service
529000206108	1/25/2022	\$16.67	service
529000206131	1/25/2022	\$23.44	service
529000206136	1/25/2022	\$43.38	service
529000206146	1/25/2022	\$32.61	service
<b>Reference Number: 55284</b>	<b>Aspect Consulting LLC</b>		
44465	1/17/2022	\$3,795.75	well performance
<b>Reference Number: 55285</b>	<b>AT&amp;T Mobility</b>		
287258483135X01182022	1/10/2022	\$57.73	chlorination station
<b>Reference Number: 55286</b>	<b>Avista Utilities</b>		
Invoice - 2/2/2022 3:33:06 PM	2/2/2022	\$2,099.16	natural gas

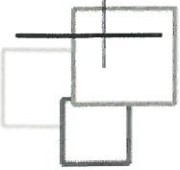
Reference	Date	Amount	Notes
<b>Reference Number: 55287</b>		<b>\$77.38</b>	
<u>53629</u>	Basin Feed & Supply 1/10/2022	\$77.38	glove
<b>Reference Number: 55288</b>		<b>\$240.00</b>	
<u>108333</u>	Bishop Sanitation Inc 1/12/2022	\$120.00	ekone park
<u>108354</u>	1/12/2022	\$120.00	airport
<b>Reference Number: 55289</b>		<b>\$240.17</b>	
<u>84022.1</u>	Bohn's Printing 1/28/2022	\$163.74	ch
<u>84023</u>	1/28/2022	\$50.69	fd
<u>84024</u>	1/28/2022	\$25.74	pd
<b>Reference Number: 55290</b>		<b>\$509.55</b>	
<u>100153</u>	Browning Extinguisher Service 1/13/2022	\$509.55	service
<b>Reference Number: 55291</b>		<b>\$59.53</b>	
<u>Invoice - 2/2/2022 3:45:53 PM</u>	Centurylink NC 2/2/2022	\$59.53	long distance
<b>Reference Number: 55292</b>		<b>\$765.63</b>	
<u>140691</u>	Class 5 2/2/2022	\$765.63	
<b>Reference Number: 55293</b>		<b>\$56.44</b>	
<u>972995</u>	Clifford & Martin Inc 12/21/2021	\$43.54	water
<u>977471</u>	12/31/2021	\$12.90	cooler rent
<b>Reference Number: 55294</b>		<b>\$539.01</b>	
<u>75504</u>	Communications Northwest 1/14/2022	\$441.40	charger, charger pod
<u>75528</u>	1/19/2022	\$97.61	magnetic mic
<b>Reference Number: 55295</b>		<b>\$156.00</b>	
<u>2200147-ECA00600</u>	Eurofins-Cascade Analytical 1/14/2022	\$156.00	service
<b>Reference Number: 55296</b>		<b>\$6,167.71</b>	
<u>1015370-1</u>	Ferguson Enterprises Inc #3011 1/14/2022	\$3,335.03	supplies
<u>1062575</u>	1/11/2022	\$2,832.68	flexnet ms software support
<b>Reference Number: 55297</b>		<b>\$1,661.20</b>	
<u>1052.1</u>	Goldendale Chamber 1/18/2021	\$1,220.00	oct contract
<u>1065.1</u>	12/16/2021	\$441.20	nov contract
<b>Reference Number: 55298</b>		<b>\$442.38</b>	
<u>154556</u>	Goldendale Sentinel 1/19/2022	\$114.75	small works roster
<u>154558</u>	1/19/2022	\$27.63	ord 1511
<u>154599</u>	1/28/2022	\$300.00	job opening

Reference	Date	Amount	Notes
<b>Reference Number: 55299</b>	<b>Goldendale Tire Center</b>	<b>\$1,773.07</b>	
<u>100479</u>	1/13/2022	\$498.71	3155slc chains
<u>100500</u>	1/12/2022	\$80.57	oil change
<u>100520</u>	1/13/2022	\$1,193.79	4251cam chain
<b>Reference Number: 55300</b>	<b>Gorge Networks</b>	<b>\$802.69</b>	
<u>I-1820486</u>	1/19/2022	\$802.69	dsl
<b>Reference Number: 55301</b>	<b>Gwendolyn L Grundeir</b>	<b>\$5,500.00</b>	
<u>Invoice - 2/2/2022 4:23:27 PM</u>	2/2/2022	\$5,500.00	jan service
<b>Reference Number: 55302</b>	<b>Hattenhauer Energy Co LLC</b>	<b>\$4,735.60</b>	
<u>CL02029</u>	1/15/2022	\$2,906.53	fuel
<u>CL02244</u>	1/31/2022	\$1,829.07	fuel
<b>Reference Number: 55303</b>	<b>Holcombs Market</b>	<b>\$262.50</b>	
<u>001058916</u>	1/20/2022	\$262.50	water
<b>Reference Number: 55304</b>	<b>Hood River Sand Gravel &amp; Ready Mix</b>	<b>\$3,745.38</b>	
<u>724336</u>	1/19/2022	\$3,745.38	concrete
<b>Reference Number: 55305</b>	<b>Klickitat CO Health Dept</b>	<b>\$455.00</b>	
<u>EH-WT-003</u>	1/10/2022	\$455.00	service
<b>Reference Number: 55306</b>	<b>Krystal L Smith</b>	<b>\$1,275.00</b>	
<u>346676</u>	1/16/2022	\$1,275.00	jan service
<b>Reference Number: 55307</b>	<b>Law Offices of Jennifer A Gellner</b>	<b>\$285.00</b>	
<u>200395.00-2</u>	1/31/2022	\$285.00	service
<b>Reference Number: 55308</b>	<b>League of Oregon Cities</b>	<b>\$80.00</b>	
<u>10187</u>	1/27/2022	\$80.00	job posting
<b>Reference Number: 55309</b>	<b>Les Schwab Tire Center</b>	<b>\$593.38</b>	
<u>34800265730</u>	1/10/2022	\$593.38	214lg laclidean chain
<b>Reference Number: 55310</b>	<b>Lori Lynn Hoctor Attorney at Law</b>	<b>\$852.50</b>	
<u>1A0256170</u>	1/5/2022	\$75.00	brandi cook
<u>1A0289806</u>	1/5/2022	\$75.00	brandi cook
<u>1A0611465</u>	1/5/2022	\$157.50	marjorie grund
<u>1A0660763</u>	1/5/2022	\$225.00	marjorie grund
<u>9Z0695200</u>	12/29/2021	\$320.00	david carpenter
<b>Reference Number: 55311</b>	<b>Marsh</b>	<b>\$3,497.00</b>	
<u>920059177321</u>	1/20/2022	\$3,497.00	aviation airport liability

Reference	Date	Amount	Notes
<b>Reference Number: 55312</b>	<b>Menke Jackson Beyer LLP</b>	<b>\$2,186.40</b>	
<u>Invoice - 2/3/2022 8:50:58 AM</u>	12/31/2021	\$1,387.50	acct 442
<u>Invoice - 2/3/2022 8:53:08 AM</u>	12/31/2021	\$798.90	acct 044
<b>Reference Number: 55313</b>	<b>Norco Inc</b>	<b>\$49.32</b>	
<u>34126151</u>	1/31/2022	\$49.32	cylinder rent
<b>Reference Number: 55314</b>	<b>North Central Laboratories</b>	<b>\$404.48</b>	
<u>464912</u>	1/11/2022	\$404.48	sulfuric acid, weighing dishes...
<b>Reference Number: 55315</b>	<b>Optimist Printers</b>	<b>\$213.93</b>	
<u>53969</u>	1/25/2022	\$213.93	perfed stock w/purple imprint
<b>Reference Number: 55316</b>	<b>Pioneer Surveying &amp; Engineering Inc</b>	<b>\$1,897.50</b>	
<u>21-601-Z</u>	1/26/2022	\$1,402.50	21-901 miscellaneous
<u>21-902-9</u>	1/26/2022	\$495.00	byars ave improvements
<b>Reference Number: 55317</b>	<b>Precision Service and Electric LLC</b>	<b>\$139.75</b>	
<u>1384</u>	1/13/2022	\$139.75	blown fuse
<b>Reference Number: 55318</b>	<b>Providence Shared Services Division</b>	<b>\$399.73</b>	
<u>IN155703</u>	1/12/2022	\$399.73	pm labor
<b>Reference Number: 55319</b>	<b>Quadient Leasing USA Inc</b>	<b>\$383.78</b>	
<u>Invoice - 2/3/2022 9:27:51 AM</u>	2/3/2022	\$383.78	
<b>Reference Number: 55320</b>	<b>Radcomp Technologies</b>	<b>\$6,925.16</b>	
<u>89530</u>	10/26/2021	\$6,704.78	laptops/fire department
<u>91097</u>	1/19/2022	\$220.38	pw wifi upgrade
<b>Reference Number: 55321</b>	<b>Regional Trans Council</b>	<b>\$800.00</b>	
<u>12805</u>	1/12/2022	\$800.00	2022 dues
<b>Reference Number: 55322</b>	<b>Schaeffer MFG Co</b>	<b>\$907.22</b>	
<u>TY173915-INV1</u>	1/20/2022	\$907.22	oil, diesel treat....
<b>Reference Number: 55323</b>	<b>Vance Law Office</b>	<b>\$712.50</b>	
<u>1A0289803</u>	1/6/2022	\$225.00	jourdan prociw
<u>90035597</u>	1/6/2022	\$157.50	james william
<u>XZ0057758</u>	1/6/2022	\$330.00	janice woolley-coder
<b>Reference Number: 55324</b>	<b>Verizon Wireless</b>	<b>\$98.03</b>	
<u>9896649779</u>	1/6/2022	\$98.03	chlorination station

Reference	Date	Amount	Notes
<b>Reference Number: 55325</b> <u>2022-BA0021121</u>	<b>WA St Dept of Ecology</b> 1/31/2022	<b>\$1,634.09</b>	biosolids permit fee
<b>Reference Number: 55326</b> <u>28450C 2022</u>	<b>WA St Dept of Health</b> 2/3/2022	<b>\$2,628.20</b>	operator certification system fee
<b>Reference Number: 55327</b> <u>00076101</u>	<b>Washington State Patrol</b> 1/6/2022	<b>\$376.17</b>	ben-supp
<b>Reference Number: 90139</b> <u>Invoice - 1/26/2022 11:23:28 AM</u>	<b>David Brotherton</b> 1/26/2022	<b>(\$160.00)</b>	paid invoice twice
<b>Reference Number: 901396</b> <u>Invoice - 2/2/2022 4:41:33 PM</u>	<b>HSA Bank Employee Plan Funding</b> 2/2/2022	<b>\$20,075.14</b>	plan funding
<b>Reference Number: 901397</b> <u>359-2022_1</u>	<b>Invoice Cloud</b> 1/31/2022	<b>\$225.20</b>	biller portal fee
<b>Reference Number: 901398</b> <u>Invoice - 2/3/2022 8:32:55 AM</u>	<b>Neopost Leasing Inc</b> 2/3/2022	<b>\$515.00</b>	postage refill
<b>Reference Number: 901399</b> <u>Invoice - 2/3/2022 9:41:22 AM</u>	<b>WA St Dept of Revenue</b> 2/3/2022	<b>\$359.52</b>	leasehold tax
<b>Reference Number: 901400</b> <u>Invoice - 2/3/2022 9:57:10 AM</u>	<b>WA St Dept of Revenue</b> 1/25/2022	<b>\$7,947.64</b>	excise tax

# Register



Number	Name	Fiscal Description	Cleared	Amount
55270	Johnston, Steve	2022 - jan 2022 - 2nd council jan 2022		\$45.98
55271	American Family Life	2022 - jan 2022 - 2nd council jan 2022		\$677.55
55272	Deferred Comp Program	2022 - jan 2022 - 2nd council jan 2022		\$380.00
55273	Dept of Labor & Industries	2022 - jan 2022 - 2nd council jan 2022		\$2,187.21
55274	Dept of Retirement	2022 - jan 2022 - 2nd council jan 2022		\$11,928.28
55275	Employment Security	2022 - jan 2022 - 2nd council jan 2022		\$156.90
55276	ICMA Retirement Trust (Plan 302195)	2022 - jan 2022 - 2nd council jan 2022		\$112.50
55277	Vimly Benefit Solutions Inc	2022 - jan 2022 - 2nd council jan 2022		\$38,144.54
55278	Washington State Support Registry	2022 - jan 2022 - 2nd council jan 2022		\$337.50
901393	City of Goldendale	2022 - jan 2022 - 2nd council jan 2022		\$19,874.48
Direct Deposit Run -	Payroll Vendor	2022 - jan 2022 - 2nd council jan 2022		\$56,269.42
1/21/2022				<b>\$130,114.36</b>

AGENDA BILL: G1

AGENDA TITLE: UPDATE ON AIRPORT BID DOCUMENTS

DATE: FEBRUARY 7, 2022

**ACTION REQUIRED:**

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

**EXPLANATION:**

Corley McFarland will be attending the council meeting via zoom, and he will give us an update on the site development and electrical improvements for the construction at the airport.

For you reference a copy of the invitation for to submit bid proposals .

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

## INVITATION TO SUBMIT BID PROPOSALS

The City of Goldendale, a political subdivision of the State of Washington, hereinafter referenced to as "City", is seeking a qualified contractor to construct **AIRCRAFT FUELING SYSTEM SITE DEVELOPMENT AND ELECTRICAL IMPROVEMENTS**. Major elements of the project include the construction of a new aircraft fueling equipment concrete pad, asphalt fueling apron improvements, drainage improvements, and electrical improvements.

Sealed Bids shall be addressed to and received at Goldendale City Hall, Attn: Larry Bellamy, City Administrator, 1103 S. Columbus, Goldendale, Washington 98620 not later than **2:00 p.m.**, local time, on the **2<sup>nd</sup> day of March 2022**. Immediately thereafter, the Bids will be publicly opened and read at the above-stated location.

The Engineer's cost opinion for this work is between \$150,000 and \$175,000.

A printed copy of the Documents may be purchased from Precision Approach Engineering, Inc., 5125 SW Hout Street, Corvallis, Oregon 97333, by phoning (541) 754-0043. The cost of reproduction and handling, plus postage for mailing (if mailing is requested), is \$50.00/per set. No refunds will be made. The drawings bound in the Document are photographically reduced to 50 percent of the original size.

Drawings are included with the specifications posted on the Precision Approach Engineering's website and are viewable free of charge.

Electronic copies of the Contract Documents and Addendums are posted on the Precision Approach Engineering, Inc.'s website at <https://www.preappinc.com>, by entering the **Quest Project Number: 812227** on the "Browse Projects" page.

Electronic copies of the Contract Document and Addendums may be downloaded for a fee of \$15.00. Addendums to the bid package will be issued through the online QuestCDN plan holders list; therefore, all prime bidders shall be responsible for downloading the bid documents from QuestCDN in order to be included on the Plan Holders List.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent.

NOTE: OFFERORS WHO OBTAIN CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS FROM PLAN CENTERS OR OTHER MEANS WILL NOT APPEAR ON THE REGISTERED PLAN HOLDERS LIST SHOWN ON QuestCDN AND WILL NOT RECEIVE NOTIFICATIONS.

All Bid documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

This contract is for a public work subject to the State of Washington Bureau of Labor and Industries. The Bidder must agree that the requirements and conditions of employment be observed and minimum wage rates as established by the Washington State Department of Labor and Industries be paid under the Contract.

No bid for a construction contract shall be received or considered by the City of Goldendale unless the Bidder is registered with the Washington State Department of Licenses, as required by RCW 18.27.

An optional pre-bid conference will be held at **10:00 a.m. on Friday, February 18th, 2022**. Given the current COVID-19 outbreak protocols, the pre-bid will be held via videoconference. No in-person attendance option is available for this pre-bid. Potential bidders are strongly encouraged to attend the videoconference which can be accessed at:

**Zoom link:** <https://us02web.zoom.us/j/86781510501?pwd=bmhlakU4aEhYQVttdk56U2lvQnJWUT09>

**Meeting ID: 867 8151 0501**

**Passcode: 020847**

**Dial-in Number: (253) 215-8782**

For information concerning the proposed work or to schedule an appointment to visit the site, contact Corley McFarland, Precision Approach Engineering, Inc., telephone 541/754-0043.

Dated this 9<sup>th</sup> day of February 2022.

**City of Goldendale**

Larry Bellamy, City Administrator

Publish: DJC Portland– February 9, 2022

Precision Approach Engineering, Inc. <https://www.preappinc.com> – February 9, 2022

Goldendale Sentinel– February 9, 2022 and February 16, 2022

Yakima Herald – February 9, 2022 and February 16, 2022

Tri-City Herald – February 9, 2022 and February 16, 2022

AGENDA BILL: G2

AGENDA TITLE: UPDATE ON BYARS STREET  
IMPROVEMENTS

DATE: FEBRUARY 7, 2022

**ACTION REQUIRED:**

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

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

MOTION \_\_\_\_\_

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**EXPLANATION:**

Dustin Conroy will be attending the council meeting via zoom to update the council on the Byars Street Improvement Project.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

City of Goldendale  
2022 Byars Street Improvement Project  
Bid Date, March 9, 2022  
Estimated Cost of Base: \$650,000

INVITATION FOR BIDS

NOTICE TO BIDDERS: Sealed bids will be received by the City of Goldendale, at City Hall, 1103 S. Columbus, Goldendale, WA 98620 until 2:00 pm, March 9th, 2022, at which time bids will be publicly opened. Bids received after this time cannot be considered.

The City of Goldendale is an equal opportunity and affirmative action employer. Small, minority- and women-owned businesses are encouraged to submit bids. All work performed on the project will be subject to prevailing state wage rates. This project is funded by a grant implemented through the Washington State Transportation Improvement Board (TIB) and the City of Goldendale.

DESCRIPTION OF WORK:

The project includes the following approximate major work descriptions, bid in separate schedules:

BID SCHEDULE 1 and 2: 2,700CY excavation, 930 tons of new asphalt pavement, 4000 tons of crushed surfacing, 537 CY of pavement removal, 4000 LF of rolled and standard curb and gutter, 111 SY concrete sidewalk, 900 LF of 12"-24" HDPE storm pipe, 900 LF of 8" water pipe, 2 storm manholes, and 6 storm inlets.

Bidding documents for the project are prepared by Pioneer Surveying and Engineering, Inc.

BIDDING DOCUMENTS:

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "City of Goldendale". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

PRE-BID CONFERENCE: A one-time pre-bid conference and job site review will be held at 1:00 pm March 1<sup>st</sup>, 2022 at City Hall, 1103 S. Columbus, Goldendale, Washington to discuss the project and answer any questions.

BID SECURITY: A certified or bank cashier's check in the amount of five percent (5%) of the bid amount, payable to the City of Goldendale or bid bond executed by a licensed bonding company is required with each bid.

REJECTION OF BIDS: The owner shall have the right to reject any and all bids, and in particular to reject a bid not accompanied by the required bid security or data required by the bidding documents or a bid in any way incomplete or irregular.

\_\_\_\_\_  
DATE

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

AGENDA BILL: G3

AGENDA TITLE: POLICE CAR CAPITAL OUTLAY

DATE: FEBRUARY 7, 2022

**ACTION REQUIRED:**

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

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**EXPLANATION:**

As part of the 2022 Capital Projects Budget request, the purchase of a replacement vehicle for the Goldendale Police Department was included. This new vehicle will replace the oldest vehicle in the Police Department fleet. The vehicle purchase will be made using the "state bid" process. A copy of the quote is attached for your review. Chief Jay Hunziker will be available for further explanation.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO AUTHORIZE THE CAPITAL OUTLAY REQUEST TO PURCHASE A NEW PATROL VEHICLE, 2022 FORD POLICE INTERCEPTOR IN THE AMOUNT OF \$48,675.94.**

## Larry Bellamy

---

**From:** Jay Hunziker  
**Sent:** Tuesday, December 14, 2021 8:46 AM  
**To:** Larry Bellamy  
**Subject:** FW: [EXTERNAL] Vehicle Quote - 2021-11-294 - GOLDENDALE, CITY OF - 22002

Here is that new patrol vehicle quote.

Chief of Police Jay Hunziker  
Goldendale Police Department  
1505 S Grant St  
Goldendale, WA 98620  
Work- (509)773-3780  
Fax- (509)773-3789  
Email- [jhunziker@ci.goldendale.wa.us](mailto:jhunziker@ci.goldendale.wa.us)

**From:** NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>  
**Sent:** Wednesday, November 17, 2021 1:59 PM  
**To:** Jay Hunziker <[jhunziker@ci.goldendale.wa.us](mailto:jhunziker@ci.goldendale.wa.us)>  
**Cc:** [noreply@des.wa.gov](mailto:noreply@des.wa.gov)  
**Subject:** [EXTERNAL] Vehicle Quote - 2021-11-294 - GOLDENDALE, CITY OF - 22002

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

**Vehicle Quote Number: 2021-11-294**     [Create Purchase Request](#)     [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Phone: (360) 423-4321 Ext: 7187
700 7th Avenue / PO Box 127	Dealer Email: <a href="mailto:ford.orders@budclary.com">ford.orders@budclary.com</a>
Longview WA 98632	

### Organization Information

Organization: GOLDENDALE, CITY OF - 22002
Email: <a href="mailto:jhunziker@ci.goldendale.wa.us">jhunziker@ci.goldendale.wa.us</a>
Quote Notes:
Vehicle Location: GOLDENDALE

### Color Options & Qty

Sterling Gray Metallic (UJ) - 1
---------------------------------

Tax Exempt: N
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### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2022-0521-001	2022 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	1	\$33,676.00	\$33,676.00
2022-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtailed; high current pigtail; Whelen Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U ) (67H)	1	\$3,582.00	\$3,582.00
2022-0521-022	Rear Quarter Glass Side Marker LED Lights (Driver side - Red / Passenger side - Blue) (63L)	1	\$574.00	\$574.00
2022-0521-025	Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located on exterior beneath liftgate glass in applique panel) (LED lights only. Wiring, controller not included) (Recommend using Ready for the Road Package #67H or Ultimate Wiring Package #67U) (43A)	1	\$393.00	\$393.00
2022-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	1	\$50.00	\$50.00
2022-0521-032	Daytime Running Lights (942)	1	\$45.00	\$45.00
2022-0521-037	Heated Sideview Mirrors (included with BLIS #55B)(549)	1	\$60.00	\$60.00
2022-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	1	\$0.00	\$0.00
2022-0521-043	Reverse Sensing System (76R)	1	\$275.00	\$275.00
2022-0521-048	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	1	\$339.00	\$339.00
2022-0521-052	Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	1	\$418.00	\$418.00
2022-0521-058	18in Painted Aluminum Wheels (spare is conventional 18in police black steel wheel) (64E)	1	\$474.00	\$474.00
2022-0521-059	Privacy Glass DELETE 2nd Row, Rear Quarter and Liftgate Window (replaces with solar-tinted glass (92G)	1	\$119.00	\$119.00
2022-0521-258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	1	\$550.00	\$550.00
2022-0521-264	Setina - 10VS Front Partition, Horizontal Polycarbonate Sliding Window (Includes Tallman upgrade - allows additional seat recline for driver) (DLR) (SET200)	1	\$788.00	\$788.00
2022-0521-267	Setina - Front Partition Upgrade, Add Vinyl Coated Metal Mesh Screen to Window (DLR) (SET203/204/205)	1	\$36.00	\$36.00
2022-0521-276	Setina HD TPO Full Replacement Rear Prisoner Transport Seat (includes Center-Originating Seat Belts with Docking Buckles on front partition) (Factory seat shipped loose in cargo area) (Must also order Rear 12VS Partition) (DLR) (SET300)	1	\$906.00	\$906.00
2022-0521-280	Setina - 2nd Row Window Barriers, Polycarbonate (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET321)	1	\$247.00	\$247.00
2022-0521-284	Setina - 12VS Rear Partition, Vinyl Coated Metal Mesh (DLR) (SET401)	1	\$602.00	\$602.00

2022-0521-353 POLICE: (Exterior Lightbar) [Installed equipment to include: 48in Soundoff Nforce exterior lightbar. Split color, driver (RED), passenger (BLUE), also includes takedown and alleys lights.] (Must also order Base Package #DW352 or Ready for the Road Completion Package #DW380) (DWS-UTIL-EXTLB48-LE) (DW353) 1 \$1,770.00 \$1,770.00

**Quote Totals**

**Total Vehicles:** 1  
**Sub Total:** \$44,904.00  
**8.4 % Sales Tax:** \$3,771.94  
**Quote Total:** \$48,675.94

AGENDA BILL: G4

AGENDA TITLE: COUNCIL MEMBERS SALARY INCREASE

DATE: FEBRUARY 7, 2022

**ACTION REQUIRED:**

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

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**EXPLANATION:**

At the meeting on December 20<sup>th</sup>, 2021, the city council approved the motion to double the city council monthly stipend from \$100 a month to \$200 a month. There was a discussion about when the increase takes in effect. In my research, I was directed to a good article at MRSC title "Salaries for Elected Officials". The article directed me to RCW 35A.13.040. In that code it states that salaries of council members shall be fixed by ordinance. If the council so directs, I will draft an ordinance for the next council meeting.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

# Salaries for Elected Officials

April 12, 2018 by [Paul Sullivan](#)

Category: [Administrative and Elected Officials](#), [Administrative and Elected Officials-County](#)



If you perform work, it's always nice to be paid. Many elected officials are paid, although some are not. This blog discusses how salaries are set, how they can be changed, and whether an elected official can request not to be paid.

## Setting Salaries

For most elected officials, salaries are set by their legislative bodies. A city council determines the salary for its members and the mayor (see [RCW 35A.12.070](#) and [RCW 35A.13.040](#) for code cities, [RCW 35.23.091](#) for second class cities, and [RCW 35.27.130](#) for towns).

County officials' salaries are set by the county legislative body. However, unlike for cities and towns, a county legislative body is more limited in its discretion to set salaries since state law requires some salaries be set at an amount not less than that set by statute (see [RCW 36.17.020](#)).

For most special districts, the compensation paid commissioners is set by the district and limited by statute to stated daily and yearly maximums (see [RCW 85.38.075](#)). Although salary amounts were set by statute in 2007, the statute allows different per diem maximums to be set every five years by the state's Office of Financial Management. That office last made such an adjustment in 2013 when it filed [WSR 13-12-078](#). Until the next adjustment is announced, *the per diem rate may not exceed \$114, with a yearly maximum of \$10,944*. When a board sets its compensation within the parameters of the regulation, the new rates would not go into effect until the next term of office.

While salaries are typically set by the city or county legislative body, state law does allow for the creation of a salary commission to set salaries (see [RCW 35.21.015](#) and [RCW 36.17.024](#)). If a salary commission is created, the elected officials are paid the salaries established by the commission, although the salaries are subject to referendum. If no

referendum is filed within 30 days, the new salaries can be effective immediately, except if the commission determines a salary should be decreased, since no decrease is allowed during a term.

## Changes to Salaries

Periodically a legislative body may conclude that the salaries paid its elected officials should be changed and, typically, increased. [Article 11, section 8](#) of the Washington Constitution, however, prohibits any salary increase or decrease after an election and during the term of office for those officials who set their own salary. Accordingly, the prohibition only applies to city and county councilmembers, county commissioners, and special district commissioners (see Washington State [Const. art. 30, sec. 1](#)).

A mayor's salary, on the other hand, can be increased anytime, provided the mayor does not vote to break a tie on the proposed increase. An elected official's salary may not be *decreased* in any case after his or her election or during the term of office.

If a city or county has created a salary commission, any salary set by the commission may be implemented during an elected official's term since, in that instance, the salary is not set by the elected official. The prohibition against salary decreases during a term also applies to changes made by a salary commission.

Since a salary increase will generally only be effective for an official who is newly elected or reelected, what happens if someone fills a vacant position by appointment during the current term or by election for the remainder of a term? Does he or she take the "old" salary, or any new and pending increased salary? In this case, the appointed person receives the same salary as the person who previously held the position during the current term. The constitutional prohibition against increase in the salary of a councilmember applies to the term of office rather than to the individual who is holding the office (see [State ex rel Wyrick v. City of Ritzville](#) and [AGO 1999 No. 1](#)).

## May an Elected Official Refuse His or Her Salary?

Sometimes, when budgets are tight, elected officials will state a willingness to refuse all or part of their salary. This is okay, isn't it? Maybe. But as indicated above, the constitution prohibits decreases in salary after an official's election and during the term of office. It would be illegal to reduce the salaries established for elected positions unless the effective date of the decrease is delayed until the beginning of the next term of office. Withholding all or part of a salary of a current officeholder could be considered an illegal salary decrease.

Nevertheless, a reduction might still be possible. The simplest option would be for the elected official to receive his or her salary and then donate it back to the local government. However, the donated salary would still be taxable income and unless the official itemizes for tax purposes, there would be no tax benefit.

A second possible approach might be for the official to formally waive all or part of his or her salary. Since the official would not be paid, there would not be any taxable income flowing from the refused salary. It is not certain, though, that a salary waiver is enforceable. MRSC is aware of one instance when an elected official voluntarily waived a portion of salary and then, after leaving office, asked to be paid the salary that was waived.

Some special district officials, such as fire and port district commissioners, have express statutory authority to waive all or part of their salaries (see [RCW 52.14.010](#) and [RCW 53.12.265](#)). For cities and counties, however, until there is an appellate court decision addressing the issue or legislation specifically authorizing a salary waiver, *there is uncertainty about the enforceability of a such a waiver for their elected officials.*

## Questions? Comments?

If you have questions about this or other local government issues, please use our [Ask MRSC form](#) or call us at (206) 625-1300 or (800) 933-6772. If you have comments about this blog post, please comment below or email Paul Sullivan at [psullivan@mrsc.org](mailto:psullivan@mrsc.org).

*MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.*



### About Paul Sullivan

Paul worked with many local governments and authored numerous MRSC publications on local elections, ordinances, and general local government operations in his many years at MRSC. He is now retired.

[VIEW ALL POSTS BY PAUL SULLIVAN](#) ▶

Follow us:

## Larry Bellamy

---

**From:** Eric Lowell <ELowell@mrsc.org>  
**Sent:** Tuesday, January 25, 2022 1:24 PM  
**To:** Larry Bellamy  
**Subject:** [EXTERNAL] RE: [EXTERNAL] Email with Questions

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

Larry,

Here is the response to your inquiry:

For current council members, salary increases take effect when their current term expires. Anyone elected after the increase is approved would automatically be paid at the new rate. One of MRSC's former consultants wrote an excellent blog, [Salaries for Elected Officials](#), back in 2018 which I would recommend reviewing.

Let me know if you have further questions regarding this inquiry.

Regards,

Eric

---

**From:** Larry Bellamy <lbellamy@ci.goldendale.wa.us>  
**Sent:** Tuesday, January 25, 2022 1:13 PM  
**To:** Eric Lowell <ELowell@mrsc.org>  
**Subject:** RE: [EXTERNAL] Email with Questions

I remembered.

The council wants to vote for a pay increase. When does it become effective, when they finish their term or when they are no longer on the council?

Larry Bellamy  
City Administrator  
(509)773-3771  
[lbellamy@ci.goldendale.wa.us](mailto:lbellamy@ci.goldendale.wa.us)

---

**From:** Eric Lowell <ELowell@mrsc.org>  
**Sent:** Tuesday, January 25, 2022 12:17 PM  
**To:** Larry Bellamy <lbellamy@ci.goldendale.wa.us>  
**Subject:** [EXTERNAL] Email with Questions

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

Larry,

## **RCW 35A.13.040**

### **Compensation of councilmembers—Expenses.**

The salaries of the councilmembers, including the mayor, shall be fixed by ordinance and may be revised from time to time by ordinance, but any increase or reduction in the compensation attaching to an office shall not become effective until the expiration of the term then being served by the incumbent: PROVIDED, That compensation of councilmembers may not be increased or diminished after their election nor may the compensation of the mayor be increased or diminished after the mayor has been chosen by the council.

Until councilmembers of a newly organized council-manager code city may lawfully be paid as provided by salary ordinance, such councilmembers shall be entitled to compensation in the same manner and in the same amount as councilmembers of such city prior to the adoption of this council-manager plan.

Until a salary ordinance can be passed and become effective as to elective officers of a newly incorporated code city, the first councilmembers shall be entitled to compensation as follows: In cities having less than five thousand inhabitants—twenty dollars per meeting for not more than two meetings per month; in cities having more than five thousand but less than fifteen thousand inhabitants—a salary of one hundred and fifty dollars per calendar month; in cities having more than fifteen thousand inhabitants—a salary of four hundred dollars per calendar month. A councilmember who is occupying the position of mayor, in addition to his or her salary as a councilmember, shall be entitled, while serving as mayor, to an additional amount per calendar month, or portion thereof, equal to twenty-five percent of the councilmember salary: PROVIDED, That such interim compensation shall remain in effect only until a salary ordinance is passed and becomes effective as to such officers, and the compensation provided herein shall not be construed as fixing the usual compensation of such officers. Councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the council by ordinance may provide for a per diem allowance. Procedure for approval of claims for expenses shall be as provided by ordinance.

[ 2009 c 549 § 3021; 1979 ex.s. c 18 § 25; 1967 ex.s. c 119 § 35A.13.040.]

### **NOTES:**

**Severability—1979 ex.s. c 18:** See note following RCW 35A.01.070.

## **RCW 35A.12.070**

### **Compensation of elective officers—Expenses.**

The salaries of the mayor and the councilmembers shall be fixed by ordinance and may be revised from time to time by ordinance, but any increase in the compensation attaching to an office shall not be applicable to the term then being served by the incumbent if such incumbent is a member of the city legislative body fixing his or her own compensation or as mayor in a mayor-council code city casts a tie-breaking vote relating to such ordinance: PROVIDED, That if the mayor of such a city does not cast such a vote, his or her salary may be increased during his or her term of office.

Until the first elective officers under this mayor-council plan of government may lawfully be paid the compensation provided by such salary ordinance, such officers shall be entitled to be compensated in the same manner and in the same amount as the compensation paid to officers of such city performing comparable services immediately prior to adoption of this mayor-council plan.

Until a salary ordinance can be passed and become effective as to elective officers of a newly incorporated code city, such first officers shall be entitled to compensation as follows: In cities having less than five thousand inhabitants, the mayor shall be entitled to a salary of one hundred and fifty dollars per calendar month and a councilmember shall be entitled to twenty dollars per meeting for not more than two meetings per month; in cities having more than five thousand but less than fifteen thousand inhabitants, the mayor shall be entitled to a salary of three hundred and fifty dollars per calendar month and a councilmember shall be entitled to one hundred and fifty dollars per calendar month; in cities having more than fifteen thousand inhabitants, the mayor shall be entitled to a salary of twelve hundred and fifty dollars per calendar month and a councilmember shall be entitled to four hundred dollars per calendar month: PROVIDED, That such interim compensation shall remain in effect only until a salary ordinance is passed and becomes effective as to such officers, and the amounts herein provided shall not be construed as fixing the usual salary of such officers. The mayor and councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the council by ordinance may provide for a per diem allowance. Procedure for approval of claims for expenses shall be as provided by ordinance.

[ 2009 c 549 § 3008; 1971 ex.s. c 251 § 5; 1967 ex.s. c 119 § 35A.12.070.]

#### **NOTES:**

*Limitations on salaries: State Constitution Art. 11 § 8.*

AGENDA BILL: H1

AGENDA TITLE: RESOLUTION ON TOURISM AWARDS

DATE: FEBRUARY 7, 2022

**ACTION REQUIRED:**

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

---

**EXPLANATION:**

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO ADOPT RESOLUTION NUMBER 721 AUTHORIZING FUNDING FOR  
TOURISM EVENTS AND FESTIVALS IN 2022 IN AMOUNT OF \$65,390.00**

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND  
FESTIVALS IN 2021 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING  
TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION  
CHAPTER 3.22**

**WHEREAS**, on October 28, 2021, 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 \$55,000, and

**WHEREAS**, by December 03, 2021, four (4) applications for funding were received totaling \$65,390, and

**WHEREAS**, on December 13, 2021, all requestors were given the opportunity to make a verbal presentation of their request to the Event Committee, and

**WHEREAS**, on January 3, 2022, the Event Committee met to make a recommendation to the City Council and to fund the requests in the amount of \$65,390 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 18TH DAY OF JANUARY 2022.

\_\_\_\_\_  
Michael A Canon, Mayor

ATTEST:

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

Applicant Name	Event Name	2019 Amount Requesting	2019 Recommendation	2020 Amount Requesting	2020 Recommendation	2021 Amount Requesting	2021 Recommendation	2022 Amount Requested	2022 Recommendation
Brighter Goldendale Christmas Committee	Candy Cane Lane Parade	\$ 2,645.00	\$ 1,500.00	\$ 2,350.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	10,000.00	10,000.00
Time Capsule Project	Time Capsule	-	-	-	-	-	-	5,000.00	5,000.00
Goldendale Motorsport	Comm. Days Show 'n Shine	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	5,975.00	5,975.00
Goldendale Motorsport	Concours De Maryhill Car Show	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,250.00	\$ 3,500.00	\$ 3,000.00	5,415.00	5,415.00
Greater Area Chamber of Commerce	Marketing, Event Promotion, Operations	\$ 31,000.00	\$ 31,250.00	\$ 35,000.00	\$ 31,500.00	\$ 35,000.00	\$ 31,000.00	39,000.00	39,000.00
<b>Totals</b>		<b>\$ 41,145.00</b>	<b>\$ 38,750.00</b>	<b>\$ 45,350.00</b>	<b>\$ 41,250.00</b>	<b>\$ 47,000.00</b>	<b>\$ 40,000.00</b>	<b>65,390.00</b>	<b>65,390.00</b>

## CITY OF GOLDENDALE

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

#### I. PARTIES

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

#### II. RECITALS

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

#### III. STATEMENT OF SERVICES

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

#### IV. COMPENSATION

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

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2022 and terminate December 31, 2022.

**VI. DOCUMENTS INCORPORATED**

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

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

**VII. ADMINISTRATION**

Goldendale’s Contracting Officer for this work is Michael Canon, Mayor or his designee.

**VIII. BOUND PARTIES**

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

**IX. EXECUTION**

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

**CITY OF GOLDENDALE**

**GOLDENDALE MOTORSPORTS ASSOCIATION**

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

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

ATTEST:

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

GOLDENDALE MOTORSPORTS ASSOCIATION  
Federal ID No: 91-2096159

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

\_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address: PO Box 481  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

(a) GOLDENDALE

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

(b) *Subcontractor*

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

### 2. AGREEMENT

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

### 3. INDEPENDENT CONTRACTOR

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

### 4. PROFESSIONAL CONDUCT

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

### 5. INDEMINIFICATION

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

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

**6. INSURANCE**

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

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

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

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

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

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

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

**8. NONDISCLOSURE**

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

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

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

#### 9. SUBCONTRACTS

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

#### 10. COMPLIANCE WITH LAWS

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

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

#### 11. TERMINATION

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

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

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

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

#### 12. CHANGES

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

**13. PROGRESS REVIEW**

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

**14. AUDITS**

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

**15. REPORTS AND RECORDS**

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

**16. NOTICES**

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

- END

## APPENDIX A

### SCOPE OF WORK

Advertise, market, and operate two events:

1. Car show during Community Days for Saturday, July 9, 2022
2. Concourse de Maryhill at the Maryhill Museum for Saturday, October 1, 2022

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

Terms of compensation are as follows:

TOTAL \$ 11,390.00

**METHOD OF PAYMENT**

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE MOTORSPORTS ASSOCIATION in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2022. This payment will be processed by the City Council at the first Monday council meeting on February 01, 2022.

**REPORTING AND RECORD KEEPING**

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

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

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE TIME CAPSULE PROJECT

#### 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 Time Capsule Project, 1103 S. Columbus Ave, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "Time Capsule Project".

#### 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 Time Capsule Project under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

#### IV. COMPENSATION

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

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2022, and terminate December 31, 2022.

VI. **DOCUMENTS INCORPORATED**

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

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

VII. **ADMINISTRATION**

Goldendale's Contracting Officer for this work is Michael Canon, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

**CITY OF GOLDENDALE**

**TIME CAPSULE PROJECT**

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

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

ATTEST:

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

Time Capsule Project  
Federal ID No:

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

\_\_\_\_\_

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address:  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

---

### 1. DEFINITIONS

(a) GOLDENDALE

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.  
“Time Capsule Project” 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 Time Capsule Project 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 Time Capsule Project 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 Time Capsule Project activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

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

### 5. INDEMINIFICATION

Time Capsule Project 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 *TIME CAPSULE PROJECT*’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *TIME CAPSULE PROJECT*’s performance of this Agreement. *TIME CAPSULE PROJECT*’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *TIME CAPSULE PROJECT* (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 *TIME CAPSULE PROJECT*, 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 *TIME CAPSULE PROJECT* under work’s compensation acts, disability benefit acts, or other**

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

**6. INSURANCE**

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

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

**8. NONDISCLOSURE**

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

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

performance of the services.

**14. AUDITS**

The *TIME CAPSULE PROJECT* 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 *TIME CAPSULE PROJECT* shall provide reports submitted in the manner directed by GOLDENDALE. The *TIME CAPSULE PROJECT* 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 *TIME CAPSULE PROJECT* 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 Time Capsule Project for the 2022 Season.

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

Terms of compensation are as follows:

TOTAL \$ 5,000.00

**METHOD OF PAYMENT**

Payments will be made based on claims for reimbursement of expenses incurred by the TIME CAPSULE PROJECT in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2022. This payment will be processed by the City Council at the first Monday council meeting on February 01, 2022.

**REPORTING AND RECORD KEEPING**

TIME CAPSULE PROJECT 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 TIME CAPSULE PROJECT 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, 2022 and terminate December 31, 2022.

VI. **DOCUMENTS INCORPORATED**

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

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

VII. **ADMINISTRATION**

Goldendale’s Contracting Officer for this work is Michael Canon, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

**CITY OF GOLDENDALE**

**BRIGHTER GOLDENDALE  
CHRISTMAS COMMITTEE**

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

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

ATTEST:

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

BRIGHTER GOLDENDALE  
CHRISTMAS COMMITTEE  
Federal ID No: 27-0539918

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

\_\_\_\_\_  
Address: Po Box 1064  
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. “BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

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

### 2. AGREEMENT

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

### 3. INDEPENDENT CONTRACTOR

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

### 4. PROFESSIONAL CONDUCT

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

### 5. INDEMINIFICATION

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

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

6. **INSURANCE**

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

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

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

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

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

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

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

8. **NONDISCLOSURE**

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

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

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

#### 9. SUBCONTRACTS

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

#### 10. COMPLIANCE WITH LAWS

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

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

#### 11. TERMINATION

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

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

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

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

#### 12. CHANGES

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

**13. PROGRESS REVIEW**

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

**14. AUDITS**

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

**15. REPORTS AND RECORDS**

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

**16. NOTICES**

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

- END

**APPENDIX A**

**SCOPE OF WORK**

Advertise, market, and operate the Candy Cane Lane Parade on December 10, 2022. (including, as funding allows, the purchase of replacement lighted candy cane fixtures).

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

Terms of compensation are as follows:

TOTAL \$ 10,000.00

**METHOD OF PAYMENT**

Payments will be made based on claims for reimbursement of expenses incurred by the BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2022. This payment will be processed by the City Council at the first Monday council meeting on February 01, 2022.

**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 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, 2022 and terminate December 31, 2022.

VI. **DOCUMENTS INCORPORATED**

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

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

VII. **ADMINISTRATION**

Goldendale’s Contracting Officer for this work is Michael Canon, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

**CITY OF GOLDENDALE**

**GREATER GOLDENDALE AREA  
CHAMBER OF COMMERCE**

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

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

ATTEST:

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

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

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

\_\_\_\_\_  
Address: 903 E. Broadway  
Goldendale, Wa 98620

Address: 1103 S. Columbus  
Goldendale, Wa 98620

## GENERAL TERMS AND CONDITIONS

---

### 1. DEFINITIONS

(a) GOLDENDALE

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.  
“GREATER GOLDENDALE AREA CHAMBER OF COMMERCE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of GREATER GOLDENDALE AREA CHAMBER OF COMMERCE for the performance of any part of the work.

### 2. AGREEMENT

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

### 3. INDEPENDENT CONTRACTOR

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

### 4. PROFESSIONAL CONDUCT

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

### 5. INDEMINIFICATION

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

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

**6. INSURANCE**

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

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

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

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

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

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

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

**8. NONDISCLOSURE**

*GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or

nondisclosure with respect thereto. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

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

## 9. SUBCONTRACTS

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

## 10. COMPLIANCE WITH LAWS

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

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

## 11. TERMINATION

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

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

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

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

## 12. CHANGES

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

receipt by the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* of the notification of change.

**13. PROGRESS REVIEW**

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

**14. AUDITS**

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

**15. REPORTS AND RECORDS**

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

**16. NOTICES**

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

- END

## APPENDIX A

### STATEMENT OF WORK

#### OPERATE A VISITOR INFORMATION CENTER

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

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

#### WEB-BASED MARKETING SUPPORT

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

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

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

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

Reinvigorate the Home and Garden Show through the use of event management firm. Experience with this event management firm will be applied and made available to other local event organizers.

Work with Kiwanis, the County, and WSDOT on updating the area map on Route 97.

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

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

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

Terms of compensation are as follows:

TOTAL \$ 39,000.00

**METHOD OF PAYMENT**

Payments will be made based on claims for reimbursement of expenses incurred by the GREATER GOLDENDALE AREA CHAMBER OF COMMERCE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2022. This payment will be processed by the City Council at the first Monday council meeting on February 07, 2022.

**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.