

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
MAY 2, 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

- F. Department Reports

- G. Council Business
 - 1. Shorelands Shoreline Master Program Agreement
 - 2. Professional Services Agreement
 - 3. Collectively Bargained Agreement

- H. Resolutions

- I. Ordinances
 - 1. Enacting GMC Chapter 8.02

- 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
 - 1. Personnel Matter RCW 42.30.110 (f)

- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MAY 16, 2022 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: MAY 2, 2022

ACTION REQUIRED:

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

EXPLANATION:

The consent agenda includes the following:
Minutes of the April 18, 2022 special executive session, minutes of regular council meeting April 18, 2022, second pay period April checks #55582 – 55591, 901429, direct deposit 4/22/2022 in the amount of \$121,007.42, May 2, 2022 claims checks #55581, 55592 – 55635, 901430, 55485V in the amount of \$97,875.20, voided checks #55583, 55592.

FISCAL IMPACT:

Payroll checks in the amount of \$121,007.42, claims checks in the amount of \$97,875.20.

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**

April 18, 2022

7:00 PM

At 6:00 pm the council went into executive session for union negotiations.

The council came out of executive session with no decisions made.

Motion: I move to adjourn the special executive session. **Action:** Motion, **moved by** Council Member Loren Meager, **Seconded by** Council Member Elie Casey. Motion passed unanimously.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
April 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.

ROLL CALL

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

Staff Present (Not Voting): City Administrator Larry Bellamy, Fire Chief Noah Halm, Police Chief Jay Hunziker, Clerk Treasurer Connie Byers

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

AGENDA AND CONSENT AGENDA

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

PRESENTATIONS

Gabe Kaemingk – Broadband Project information – Mr. Kaemingk didn't show up for the meeting. His presentation was cancelled from the council meeting.

DEPARTMENT REPORTS

Police Chief Jay Hunziker – on April 7th, 2022, the Observatory had their grand opening. GPD assisted with traffic control for the event. The Governor attended the grand opening, so there were a few protesters.

Fire Chief Noah Halm – The Fire Department has had several medicals calls on which we assisted.

DEPARTMENT REPORTS

COUNCIL BUSINESS

Klickitat County Parking Plan by Gordie Kelsey, the request by Klickitat County to vacate Grant Street was tabled at the last council meeting. Please find attached in your packet a map showing the revised parking plan showing parking spaces to the west of

the courthouse, keeping Grant Street available for two-way traffic. By keeping the road opened, we are losing about 12 spaces.

Motion: I move to not vacate Grant Street between Court and Allyn Street and to adopt the revised parking plan, without vacating Grant Street, **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Steve Johnston
Motion Passed Unanimously

Byars Street Road & Water Improvement by Dustin Conroy, we received 2 bids for the 2022 Byars Street Improvement Project. Crestline Construction was the low bidder. Dustin explains the breakdown of the revised funding from TIB. Also attached to your packet is the revised budget for this project and revenue to help pay for the project.

Motion: I move to award the bid from Crestline Construction for the 2022 Byars Street Improvement project not to exceed the amount of \$977,885.83, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Steve Johnston.
Motion Passed Unanimously

Capital Outlay – Purchase of coins for 150-year celebration by Dave Jones, discuss his coin proposal and request for a capital outlay of \$8,000 to design and purchase the coins. The capital outlay request will be paid for from the proceeds received from the sale of the coins at \$10 per coin. Loren Meagher requested 200 coins be given to the city.

Motion: I move to authorize a capital outlay request for the design and purchase of the sesquicentennial coin in the amount of \$8000. The revenue received from the sale of these coins will be received by the tourism fund and 200 coins will be reserved for City use, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Steve Johnston

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

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

Nays: Council Member Ellie Casey

Abstain: Council Member Dave Jones

Capital Outlay – WWTP Operations building computer replacement by Andy O'Connor, explained the need for a replacement of the WWTP SCADA computer Server.

Motion: I move to approve a capital outlay request for the replacement purchase of the SCADA computer server in the amount of \$10,000, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Andy Halm.
Motion Passed Unanimously

REPORT OF OFFICERS AND CITY ADMINISTRATOR

City Administrator, Larry Bellamy, there is some scheduling dates I would like to share with you. Event Committee meeting is April 25 at 6:00 pm. The new City Administrator Pat Munyan will start on Monday May 2nd. Community Development Committee will meet May 9th at 6:00 pm. Larry explained about the tax increment financing (TIF) program that the state has approved.

Council Member Miland Walling, the Observatory grand opening went very well. I was able to have a good conversation with the Governor about the Pump Storage Project.

Council Member Andy Halm, I would like to thank Nancy Kusky for always taping the council meeting.

Council Member Loren Meagher, I would like to clear up a couple things from our last council meeting. There was some discussion about if we can make a motion anytime. I just want to clarify this. It's part of our municipal code section 204, 120 council action votes, a motion can be made any time regarding any subject under consideration by any council member who has obtained the floor and if seconded shall be voted on after the discussion. I think this is important because as a legislative body we should all be able to do so and shall be able to act quickly. The other misinformation was about committee meetings and whether they are public or not. If there is not a quorum of this body and making decisions for this body, committees of the council can meet and have discussions. Committee meetings are not required to be a public meeting, but we can invite the public if we see fit. You can read about committee meeting rules at RCW 358.12.120.

Council Member Steve Johnston, I would like to know when we are going to have a public works committee meeting and a traffic safety committee meeting? I'm not sure who is on the Ordinance Committee, but I would think we need to have a meeting and clean up some of the language on the nuisance codes. We need to have stricter language about enforcing the ordinances. I would also like to see better language for living or staying in your RV.

Mayor Michael Canon, I'm starting to put together some information on Robert Rules for the council. I've found out that the chairman is the servant for city council and the city council has the final word. All council members have complete equal rights, and the council members need to be courteous and respect each other. The other rule I think is important is one thing at a time. That meaning is we don't interrupt each other. Everyone has the right to speak and be heard without being interrupted.

PUBLIC COMMENT

Roger Nichols, Goldendale – I am a coin collector and I salute the fact that you are making a community coin.

Dan Christopher, Klickitat County – I just wanted to say how much I appreciate the city council. If you think of anyone that would be interested in being part of the REDS committee, please let me know.

EXECUTIVE SESSION

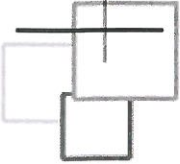
Union Negotiations RCW 42.30.140- is canceled from the regular council meeting.

ADJOURNMENT

8:03 PM

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

Register



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

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank				
Check	20016310			
55581	US Bank	4/19/2022		\$5,854.39
55592	Allyns Building Center	5/2/2022		Void
55593	Allyns Building Center	5/2/2022		\$280.56
55594	AT&T Mobility	5/2/2022		\$57.73
55595	Avista Utilities	5/2/2022		\$768.50
55596	Browning Fire Extinguisher	5/2/2022		\$167.70
55597	Builders Exchange of Washington Inc	5/2/2022		\$45.00
55598	Centurylink AZ	5/2/2022		\$162.01
55599	Cimco-G C Systems Inc	5/2/2022		\$362.21
55600	Class 5	5/2/2022		\$765.63
55601	Clifford & Martin Inc	5/2/2022		\$70.95
55602	David Brotherton	5/2/2022		\$460.00
55603	Endustra Filter Manufacturers	5/2/2022		\$879.18
55604	Ferguson Enterprises Inc #3011	5/2/2022		\$3,151.01
55605	Goldendale Sentinel	5/2/2022		\$200.00
55606	Goldendale Tire Center	5/2/2022		\$207.53
55607	Goldendale Veterinary Clinic	5/2/2022		\$65.00
55608	Gorge Networks	5/2/2022		\$801.14
55609	Grainger	5/2/2022		\$766.77
55610	Gwendolyn L Grundei	5/2/2022		\$5,500.00
55611	Hattenhauer Energy Co LLC	5/2/2022		\$1,659.72
55612	IBS Incorporated	5/2/2022		\$546.45
55613	Klickitat Co Auditor	5/2/2022		\$7,510.18
55614	Klickitat CO Health Dept	5/2/2022		\$140.00
55615	Klickitat County PUD	5/2/2022		\$20,712.79
55616	Krystal L Smith	5/2/2022		\$1,275.00
55617	L N Curtis & Sons	5/2/2022		\$613.99
55618	Les Schwab Tire Center	5/2/2022		\$2,719.06
55619	Motorola Solutions Inc	5/2/2022		\$2,756.72
55620	North Central Laboratories	5/2/2022		\$86.39
55621	Quadiant Leasing USA Inc	5/2/2022		\$383.78
55622	Quill Corporation	5/2/2022		\$393.52
55623	Riley Brothers Inc	5/2/2022		\$315.65
55624	Sawyer's True Value	5/2/2022		\$2,122.02
55625	Shannon Clarin	5/2/2022		\$59.40
55626	Stephen Paul Flanagan	5/2/2022		\$780.00

Number	Name	Print Date	Clearing Date	Amount
55627	US Post Office	5/2/2022		\$100.00
55628	Vance Law Office	5/2/2022		\$3,142.50
55629	Verizon Wireless	5/2/2022		\$107.86
55630	Vermeer Rocky Mountain Inc	5/2/2022		\$6,998.02
55631	Vision Municipal Solutions LLC	5/2/2022		\$993.76
55632	Visual Verve Design & Print	5/2/2022		\$7,813.63
55633	WA St Dept of Transportation	5/2/2022		\$31.80
55634	WA St Treasurer	5/2/2022		\$2,080.28
55635	Wilde Contracting LLC	5/2/2022		\$1,272.80
901430	HSA Bank Employee Plan Funding	5/2/2022		\$12,775.14
55485V	Goldendale Auto Supply LLC	5/2/2022		(\$80.57)
	Total		Check	\$97,875.20
	Total		20016310	\$97,875.20
	Grand Total			\$97,875.20

**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 55581, 55592 through 55635, 901430, 55485V in the amount of \$97,875.20, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 28th day of April, 2022.


Clerk-Treasurer

Register Activity

Fiscal: 2022

Period: 2022 - apr 2022

Council Date: 2022 - apr 2022 - 2nd council apr 2022

Reference	Date	Amount	Notes
Reference Number: 55581	US Bank	\$5,854.39	
Invoice - 4/19/2022 1:09:20 PM	4/19/2022	\$5,854.39	visa payment
Reference Number: 55593	Allyns Building Center	\$280.56	
331922	3/7/2022	\$37.08	tape rule
332309	3/16/2022	\$52.20	rebar
332343	3/16/2022	\$28.05	auger
332896	3/28/2022	\$104.28	tee, elbow, sealant....
333011	3/30/2022	\$4.69	bushing, elbow
333029	3/31/2022	\$50.51	headlamp
333092	3/31/2022	\$15.36	valve
333094	3/31/2022	(\$15.36)	credit
333095	3/31/2022	\$3.75	caps and washer
Reference Number: 55594	AT&T Mobility	\$57.73	
287258483135X0418/1022	4/10/2022	\$57.73	chlorination station
Reference Number: 55595	Avista Utilities	\$768.50	
Invoice - 4/26/2022 2:29:10 PM	4/26/2022	\$768.50	utility
Reference Number: 55596	Browning Fire Extinguisher	\$167.70	
100456	4/13/2022	\$167.70	extinguisher service
Reference Number: 55597	Builders Exchange of Washington Inc	\$45.00	
1071677	4/8/2022	\$45.00	byars st improvement
Reference Number: 55598	Centurylink AZ	\$162.01	
Invoice - 4/26/2022 4:19:15 PM	4/26/2022	\$162.01	fax/dsl
Reference Number: 55599	Cimco-G C Systems Inc	\$362.21	
41687	1/7/2022	\$362.21	coil 12v
Reference Number: 55600	Class 5	\$765.63	
141487	4/13/2022	\$765.63	land line
Reference Number: 55601	Clifford & Martin Inc	\$70.95	
1002032	3/31/2022	\$12.90	cooler rental

Reference	Date	Amount	Notes
Reference Number: 55601 997184	Clifford & Martin Inc 3/15/2022	\$70.95 \$58.05	water
Reference Number: 55602 22020102 22030103 22040106	David Brotherton 2/1/2022 3/1/2022 4/1/2022	\$460.00 \$60.00 \$292.00 \$108.00	radio repair radio repair radio repair
Reference Number: 55603 G221731-3	Endustra Filter Manufacturers 4/12/2022	\$879.18	filter element
Reference Number: 55604 1091948	Ferguson Enterprises Inc #3011 4/20/2022	\$3,151.01 \$3,151.01	supplies
Reference Number: 55605 154872 154874	Goldendale Sentinel 4/15/2022 4/15/2022	\$200.00 \$100.00 \$100.00	finance admin asst II seasonal maintenance worker
Reference Number: 55606 101742.2 102413 102487	Goldendale Tire Center 3/16/2022 4/11/2022 4/14/2022	\$207.53 \$80.57 \$89.49 \$37.47	oil change wheel balance greenball towmaster
Reference Number: 55607 139368	Goldendale Veterinary Clinic 4/5/2022	\$65.00	girly girl/bar
Reference Number: 55608 I-1836879	Gorge Networks 4/20/2022	\$801.14 \$801.14	dsl
Reference Number: 55609 9276403764 9276667970 9277079449	Grainger 4/12/2022 4/15/2022 4/12/2022	\$766.77 \$236.46 \$161.90 \$368.41	diamond saw blade saw blades saw blades
Reference Number: 55610 Invoice - 4/27/2022 12:02:45 PM	Gwendolyn L Grundei 4/27/2022	\$5,500.00 \$5,500.00	april services
Reference Number: 55611 CL03382	Hattenhauer Energy Co LLC 4/15/2022	\$1,659.72 \$1,659.72	fuel
Reference Number: 55612 783236-1	IBS Incorporated 4/14/2022	\$546.45 \$546.45	supplies

Reference	Date	Amount	Notes
Reference Number: 55613 <u>20220422-CGOL</u>	Klickitat Co Auditor 4/22/2022	\$7,510.18 \$7,510.18	2021 voter registration
Reference Number: 55614 <u>INV00011-0422</u>	Klickitat CO Health Dept 4/6/2022	\$140.00 \$140.00	service
Reference Number: 55615 <u>Invoice - 4/27/2022 2:43:08 PM</u>	Klickitat County PUD 4/27/2022	\$20,712.79 \$20,712.79	utility
Reference Number: 55616 <u>346684</u>	Krystal L Smith 4/19/2022	\$1,275.00 \$1,275.00	april services
Reference Number: 55617 <u>INV584596</u>	L N Curtis & Sons 4/6/2022	\$613.99 \$69.88	pant
<u>INV584632</u>	4/6/2022	\$162.33	pant, belt
<u>INV584674</u>	4/6/2022	\$204.25	pant, boot
<u>INV585710</u>	4/11/2022	\$20.43	namebadge
<u>INV585745</u>	4/11/2022	\$157.10	pant, pouch
Reference Number: 55618 <u>34800274682</u>	Les Schwab Tire Center 4/20/2022	\$2,719.06 \$2,719.06	tires
Reference Number: 55619 <u>16178215</u>	Motorola Solutions Inc 4/4/2022	\$2,756.72 \$2,756.72	radios
Reference Number: 55620 <u>469295</u>	North Central Laboratories 4/14/2022	\$86.39 \$86.39	bod standard
Reference Number: 55621 <u>N9365529</u>	Quadient Leasing USA Inc 4/12/2022	\$383.78 \$383.78	N20041630
Reference Number: 55622 <u>24315345</u>	Quill Corporation 4/6/2022	\$393.52 \$351.25	pens, stick notes, chair...
<u>24316176</u>	4/6/2022	\$34.64	supplies
<u>24347077</u>	4/7/2022	\$7.63	markers
Reference Number: 55623 <u>0016468</u>	Riley Brothers Inc 3/28/2022	\$315.65 \$315.65	top course
Reference Number: 55624 <u>510386</u>	Sawyer's True Value 3/24/2022	\$2,122.02 \$18.06	disc drywl, parts
<u>511432</u>	4/8/2022	\$2,103.96	chain saw, parts

Reference	Date	Amount	Notes
Reference Number: 55625	Shannon Clarin		
<u>Invoice - 4/27/2022 3:21:29 PM</u>	4/27/2022	\$59.40	building permit reimbursement
		\$59.40	
Reference Number: 55626	Stephen Paul Flanagan		
<u>4.18.2022</u>	4/18/2022	\$780.00	first aid
		\$780.00	
Reference Number: 55627	US Post Office		
<u>20221176</u>	4/27/2022	\$100.00	po box 1176 fees
		\$100.00	
Reference Number: 55628	Vance Law Office		
<u>1A0100151</u>	4/13/2022	\$3,142.50	jeffery dills
<u>1A0184672</u>	4/21/2022	\$427.50	keeno lindsay
<u>1A0660766</u>	4/13/2022	\$225.00	ashley warner
<u>8Z0371548.1</u>	4/13/2022	\$157.50	kelsey revard
<u>XZ0310497.1</u>	4/13/2022	\$352.50	brandon demott
<u>XZ0482795</u>	4/13/2022	\$1,500.00	paul komara
		\$480.00	
Reference Number: 55629	Verizon Wireless		
<u>9903475992</u>	4/6/2022	\$107.86	chlorination station
		\$107.86	
Reference Number: 55630	Vermeer Rocky Mountain Inc		
<u>E00721</u>	3/1/2022	\$6,998.02	vpt hole hammer, oiler assembly,,
<u>P26860</u>	3/7/2022	\$7,009.58	hose....
		(\$11.56)	credit
Reference Number: 55631	Vision Municipal Solutions LLC		
<u>09-10587</u>	4/13/2022	\$993.76	utility bill mailing
		\$993.76	
Reference Number: 55632	Visual Verve Design & Print		
<u>2012</u>	4/5/2022	\$7,813.63	goldendale sesquicentennial coin
		\$7,813.63	
Reference Number: 55633	WA St Dept of Transportation		
<u>RE-313-ATB20418041</u>	4/18/2022	\$31.80	us 97/centerville rd vic
		\$31.80	
Reference Number: 55634	WA St Treasurer		
<u>2022-1st quarter</u>	4/27/2022	\$2,080.28	1st quarter 2022
		\$2,080.28	
Reference Number: 55635	Wilde Contracting LLC		
<u>3135</u>	4/11/2022	\$1,272.80	sewer treatment plant
		\$1,272.80	
Reference Number: 901430	HSA Bank Employee Plan Funding		
<u>Invoice - 4/27/2022 2:31:16 PM</u>	4/27/2022	\$12,775.14	plan funding
		\$12,775.14	

Reference

Date

Amount

Notes

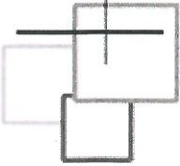
Reference Number: 55485V
101742.1

Goldendale Auto Supply LLC
3/16/2022

(\$80.57)
(\$80.57)

paid wrong vendor

Register



Number	Name	Fiscal Description	Cleared	Amount
55582	Johnston, Steve	2022 - apr 2022 - 2nd council apr 2022		\$45.76
55583	American Family Life	2022 - apr 2022 - 2nd council apr 2022		\$0.00
55584	American Family Life	2022 - apr 2022 - 2nd council apr 2022		\$677.55
55585	Deferred Comp Program	2022 - apr 2022 - 2nd council apr 2022		\$430.00
55586	Dept of Labor & Industries	2022 - apr 2022 - 2nd council apr 2022		\$2,163.98
55587	Dept of Retirement	2022 - apr 2022 - 2nd council apr 2022		\$10,913.47
55588	Employment Security	2022 - apr 2022 - 2nd council apr 2022		\$465.77
55589	ICMA Retirement Trust (Plan 302195)	2022 - apr 2022 - 2nd council apr 2022		\$112.50
55590	Vimly Benefit Solutions Inc	2022 - apr 2022 - 2nd council apr 2022		\$36,338.46
55591	Washington State Support Registry	2022 - apr 2022 - 2nd council apr 2022		\$337.50
901429	City of Goldendale	2022 - apr 2022 - 2nd council apr 2022		\$18,692.15
Direct Deposit Run -	Payroll Vendor	2022 - apr 2022 - 2nd council apr 2022		\$50,830.28
4/22/2022				\$121,007.42

AGENDA BILL: G1

AGENDA TITLE: SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

DATE: MAY 2, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

The State of Washington requires a periodic review of the City's Shoreline Master Program consistent with requirements of the Shoreline Management Act. To that end the Department of Ecology has offered a grant to the City of Goldendale to cover the cost of this periodic review in the amount of \$11,200.00.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY FOR A PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM IN THE AMOUNT OF \$11,200.00.



Agreement No. SEASMP-2123-CiGold-00163

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF GOLDENDALE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Goldendale, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$11,200.00
Total Eligible Cost:	\$11,200.00
Ecology Share:	\$11,200.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-2123-CiGold-00163
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Goldendale

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2023. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

The RECIPIENT will use grant funds to pay for the following tasks:

Task 3 Public Participation.

Task 4 Review Shoreline Master Program and Draft Revisions, If needed.

Task 5 Final Draft SMP or Findings of Adequacy.

The RECIPIENT will pay for the following tasks using their own funds:

Task 1 Project Oversight: Coordination, Management and Administration.

Task 2 Secure Consultant Services, If Needed.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-2123-CiGold-00163
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Goldendale

RECIPIENT INFORMATION

Organization Name: City of Goldendale

Federal Tax ID: 91-6001249

UEI Number: MK5FM2RBBJS4

Mailing Address: 1103 South Columbus Avenue
Goldendale, WA 98620

Physical Address: 1103 South Columbus
Goldendale, Washington 98620

Organization Email: lbellamy@ci.goldendale.wa.us

Contacts

Agreement No: SEASMP-2123-CiGold-00163
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Goldendale

Project Manager	Larry Bellamy City Administrator 1103 South Columbus Goldendale, Washington 98620 Email: lbellamy@ci.goldendale.wa.us Phone: (509) 773-3771
Billing Contact	Larry Bellamy City Administrator 1103 South Columbus Goldendale, Washington 98620 Email: lbellamy@ci.goldendale.wa.us Phone: (509) 773-3771
Authorized Signatory	Larry Bellamy City Administrator 1103 South Columbus Goldendale, Washington 98620 Email: lbellamy@ci.goldendale.wa.us Phone: (509) 773-3771

Agreement No: SEASMP-2123-CiGold-00163
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Goldendale

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Chelsea Benner 1250 W Alder St. Union Gap, Washington 98903-0009 Email: cheb461@ecy.wa.gov Phone: (509) 454-3619
Financial Manager	Layne Slone Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: lnak461@ecy.wa.gov Phone: (360) 867-8171

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Goldendale

By: _____

By: _____

Joenne McGerr
Shorelands
Program Manager
Date

Larry Bellamy
City Administrator
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-2123-CiGold-00163
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Goldendale

Michael Canon

Mayor

Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Larry Bellamy

1. Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2023

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$0.00

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: Larry Bellamy

2. Secure Consultant Services, If Needed

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$2,987.00

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Larry Bellamy

3. Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$6,183.00

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.

2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.

3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.

2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Agreement No: SEASMP-2123-CiGold-00163
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Recipient Name: City of Goldendale

Recipient Task Coordinator: Larry Bellamy

4. Review Shoreline Master Program and Draft Revisions, If Needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$2,030.00

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Larry Bellamy

5. Final Draft SMP or Findings of Adequacy

Deliverables

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

BUDGET

Funding Distribution EG220545

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Account (MTFunding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Oversight: Coordination, Management, and Administration	\$ 0.00
2. Secure Consultant Services, If Needed	\$ 0.00
3. Public Participation	\$ 2,987.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$ 6,183.00
5. Final Draft SMP or Findings of Adequacy	\$ 2,030.00

Total: \$ 11,200.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 11,200.00	\$ 11,200.00
Total		\$ 0.00	\$ 11,200.00	\$ 11,200.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: SEASMP-2123-CiGold-00163
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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY’s web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

AGENDA BILL: G2

AGENDA TITLE: PROFESSIONAL SERVICES AGREEMENT

DATE: MAY 2, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

I reached out to the Watershed Company, who performed the last periodic review of the Shoreline Master Program. They agreed to perform the required services, and, in fact they assisted the city with the grant application. They also agreed to perform the periodic review, as required by the Department of Ecology, in the amount of \$11,200.00.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES TO CONDUCT A PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM AS REQUIRED BY DEPARTMENT OF ECOLOGY IN AN AMOUNT NOT TO EXCEED \$11,200.00.

Agreement for Professional Services

This Agreement, dated as of _____, is entered into by and between the City of Goldendale (“client”) and The Watershed Company, (“consultant”).

Section 1. The Services

- 1.1 Consultant shall perform the services described in the attached Scope of Work, which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.
- 1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

- 2.1 Consultants shall commence, prosecute and complete such Services on a schedule as directed by client.

Section 3. Compensation

- 3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant \$11,200.00. This compensation is described in Scope of Work and attached budget.
- 3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.
- 3.3 Client shall pay each of consultant’s invoices within thirty (30) days.

Section 4. Performance by Consultant

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.
- 4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person or furnishes any services (collectively, the "Support").
- 4.3 Consultants shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.
- 4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.5 Consultants shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

- 5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of client, but the making of (or failure or delay in making) such inspection or approval shall not

relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

- 6.2 Consultant shall promptly furnish client with such information related in Service as may be requested consultant.

Section 7. Proprietary and Confidential Information

- 7.1 Consultant shall not, without the prior written consent of client disclose to third parties any information received in connection with the Services unless:
- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services.
 - (b) the information is in the public domain at the time of disclosure by Consultant; or
 - (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

Section 8. Indemnities and Hold Harmless

- 8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:
- (a) any fault, negligence, strict liability of Consultant in connection with the Services of this Agreement;
 - (b) any lien asserted upon any property of client in connection with the Services or this Agreement;
 - (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
 - (d) any breach of or default under this Agreement by Consultant.
- 8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph shall not require Consultant to indemnify client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of client. Further, in the case of concurrent negligence of Consultant on the one hand and client on the other hand, Consultant shall be required to indemnify client only to the extent of the negligence of the Consultant.

Section 9. Workers' Compensation and Insurance

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of Services coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirement or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client its successors and assigns, (collectively, the "Additional Insured") from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client's request, Consultant shall furnish Client with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

- (a) Be placed with such insurers and under such forms of policies as may be acceptable to Client;
- (b) With the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;
- (c) With the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
- (d) Provide that the policies shall not be cancelled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

- 10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).
- 10.2 If any changes under paragraph 10.1 causes an increase or decrease in cost of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.
- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

- 11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.

- 11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

- 12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

The Watershed Company
750 6th Street South
Kirkland, WA 98033
(425) 822-5242

- 12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance, this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.
- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such

invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.

- 12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Clients County and of the District Court of the United States, Western Division, State of Washington.
- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

City of Goldendale:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

The Watershed Company:

Printed Name: _____ Dan Nickel _____

Title: Vice President _____

Signature: _____

Dated: 2/8/22 _____

The Watershed Company Scope of Work and Budget for the Periodic Review of the Goldendale Shoreline Master Program

Scope of Work

Ecology Grant Task 3: Public Participation

1. **Project kick-off and Coordination.** Watershed will meet with City staff via teleconference to review/refine objectives, agree on initial tasks and timeline, and coordinate on known resources to be delivered to the project team. Watershed will follow up with a refined project schedule for both outreach and deliverables and will continue to coordinate with City staff throughout this process.
2. **Public Participation Plan.** Watershed will consult with City staff to prepare a Public Participation Plan using Ecology's template to provide opportunities for public involvement in the SMP periodic review consistent with WAC 173-26-090. City will disseminate the plan as needed and submit to Ecology.
3. **Coordination with stakeholders.** As needed, throughout the periodic review process Watershed will assist City staff in coordinating with applicable state and federal agencies, tribal staff members, and neighboring jurisdictions that may share an active interest in the City's SMP. The City will be the primary point of contact for any communication to and from these stakeholders.

Ecology Grant Task 4. Review Shoreline Master Program and Draft Revisions, if Needed

1. **SMP review and documentation.**
 - a. **Consistency with legislative amendments.** Watershed will review the City's SMP, Chapter 90.58 RCW, and Ecology's rules and determine if amendments are needed to the City's SMP to maintain compliance. Consistency will be documented in Ecology's SMP Periodic Review Checklist.
 - b. **Consistency with comprehensive plan and development regulations & consider any changes in local circumstance, new information, or improved data.** Watershed will review the SMP to ensure consistency with the City's comprehensive plan and development regulations, including critical areas regulations. Consistency will be documented in the SMP Periodic Review Checklist.
 - c. **Prepare final recommendations.** Following completion of the above-listed subtasks, Watershed will meet with City staff via teleconference to discuss the periodic checklist findings. If necessary, Watershed will also review findings with the Ecology staff. Watershed will perform one round of revisions to address City and Ecology comments and provide a Final SMP Periodic Review Checklist.
2. **Initial Draft SMP.**
 - a. **Draft revisions.** Watershed will provide redlined SMP amendments to the City, making changes to the SMP to address issues identified in the SMP Periodic Review Checklist. Any amendments necessary to address the regulation of critical areas will also be prepared.
3. **Prepare SEPA documentation.** Watershed will prepare a draft SEPA checklist and non-project supplement for use by the City. The City will be responsible for issuing a SEPA determination and submitting a 60-day notice of the intent to adopt to the Department of Commerce.

4. **Public meetings.** Watershed staff will attend up to two (2) virtual public meetings. This is anticipated to include one workshop with the City Council to review draft amendments and one public hearing before the City Council. Any additional public meetings can be added through a contract amendment. Meetings will be led by the City. Watershed staff will provide technical input upon request.

Ecology Grant Task 5: Final Draft SMP. Watershed will provide technical assistance to the City throughout the local adoption process. The City will be responsible for scheduling and notification of public meetings, coordination with Ecology and all document submittals.

1. **Public Comment Period.** The City will be responsible for noticing a public comment period and public hearing, both held jointly with Ecology. Watershed will work with the City on the content of the public notice and will help coordinate with Ecology to ensure the joint notice is consistent.
2. **Responsiveness summary.** The Watershed team will review and respond to comments received during the joint public comment period. This includes preparation of a response matrix to categorize all comments by author, date, issue, SMP section and provide recommendations or rationale to address each comment. This effort assumes minimal comments are received given the limited nature of this SMP update. If extensive comments are received, responses to those comments may need to be covered through a contract amendment.
3. **Review and edit SMP for initial Ecology submittal.** Watershed will assist the City with edits to the SMP as directed by the City. The City will be responsible for submittal to Ecology for the initial determination of consistency.
4. **Address Ecology comments and prepare adoption draft.** Following receipt of Ecology's initial determination, Watershed will, with City approval, address any recommended or required changes and prepare an adoption draft to go to City Council. As noted under Public Meetings above, an adoption meeting with the City Council is not included. Attendance at an adoption meeting can be added through a contract amendment. The City will be responsible for final adoption and final submittal to Ecology.

Assumptions:

- Routine phone conversations to accomplish the above tasks are included. No in-person meetings are included. Meeting attendance will be virtual. In-person meetings are possible, upon request and under a contract amendment.

Budget

*** Note: The tasks provided align with the Department of Ecology Shoreline Periodic Review Grant. Tasks 1 and 2 are to be managed by the City.**

Ecology Grant Task	Task Description	Hours	Cost
3	Public Participation	23	\$2,987
3.1	Project kick-off and coordination	11	\$1,613
3.2	Public Participation Plan	7	\$817
3.3	Coordination with stakeholders	5	\$557
4	Review Shoreline Master Program and Draft Revisions, if Needed	53	\$6,183
4.1	<i>SMP review and documentation</i>		
4.1.a	Consistency with legislative amendments	6	\$620
4.1.b	Consistency with comp plan and development regulations	5	\$565
4.1.c	Prepare SMP Periodic Review Checklist	13	\$1,495
4.2	Draft SMP revisions	15	\$1,826
4.3	Prepare SEPA Documentation	6	\$637
4.4	Attend public meetings (up to 2)	8	\$1,040
5	Final Draft SMP	15	\$2,030
5.1	Public comment period	2	\$260
5.2	Responsiveness summary	5	\$730
5.3	Review and edit documents for initial Ecology submittal	4	\$520
5.4	Address Ecology comments and prepare adoption draft	4	\$520
		Total	\$11,200

* Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded. Ecology's grant allows for 10% budget flexibility between tasks before requiring a contract amendment.