

## RESOLUTION NO 11-046

### A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A VISITOR CENTER AGREEMENT WITH THE ROSLYN DOWNTOWN ASSOCIATION FOR THE OPERATION OF THE ROSLYN VISITOR'S CENTER.

**WHEREAS**, the City has determined that a Visitor Center is needed to provide visitors and residents information on local businesses, events, and attractions, which would have a positive impact on the community, and

**WHEREAS**, the City desires to have the RDA perform such services pursuant to certain terms and conditions, and

**WHEREAS**, The Budget, Finance, Administration Committee discussed with staff the possibilities of having an on-going agreement with RDA instead of requiring that it apply for a grant each year;

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

**Section 1.** The City Council of the City Roslyn, Washington, does hereby resolve that the Mayor Pro Tem is authorized to sign the Visitor Center Agreement with the Roslyn Downtown Association for the purpose of setting forth the terms and conditions and financial assistance to the Roslyn Downtown Association for the operation of the Roslyn Visitor's Center, as attached hereto and incorporated herein by this reference.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 13<sup>TH</sup> DAY OF DECEMBER, 2011.**

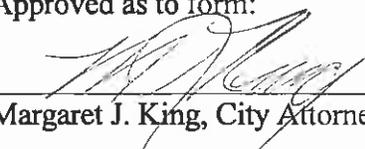


\_\_\_\_\_  
Cordy Cooke, Mayor Pro Tem

**ATTEST:**

  
\_\_\_\_\_  
Amber Shallow, Clerk-Treasurer

Approved as to form:

  
\_\_\_\_\_  
Margaret J. King, City Attorney

**VISITOR CENTER AGREEMENT**  
**City of Roslyn and Roslyn Downtown Association**

This Agreement is entered into by and between the City of Roslyn, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and Roslyn Downtown Association, a Washington non-profit organization, hereinafter referred to as "RDA," whose principal office is located at 101 E. Pennsylvania Ave. Roslyn, WA 98941.

WHEREAS, the City has determined that a Visitor Center is needed to provide visitors and residents information on local businesses, events, and attractions, which would have a positive impact on the community, and

WHEREAS, the City desires to have the RDA perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, for and in consideration of the mutual benefits herein contained, the parties agree as follows:

1. Scope of Services to be Performed by RDA. The RDA shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the RDA shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. Compensation and Method of Payment. The City shall pay the RDA for services rendered within fifteen (15) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. For the year 2011, the payment of \$1,500 shall be paid with the next regular accounts payable once the City Council receives the 2011 reports and presentation at a regularly scheduled Council meeting. After that, the City shall pay the RDA for services provided pursuant to this Agreement an amount not to exceed \$1,500 per year (quarterly payments of \$375.00), which sum shall include all costs expended by the RDA in performing such services. Payments shall be made quarterly to the RDA upon submittal of all completed paperwork and completion of the quarterly report as required by the scope of services as detailed in Exhibit "A." The RDA shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.

3. Use of City Equipment and Staff. By approval of the Mayor, the City may also provide RDA use of office furniture or equipment for the Visitor Center that is surplus to the current needs of the City. All furniture and equipment shall remain in the ownership of the City, the RDA shall be responsible for any costs associated with repair of the furniture or equipment beyond normal wear and tear. Also, by approval of the Mayor, the City may provide very limited staff support for community events or Visitor Center activities, provided this staff support does not negatively impact the staff workload or

deviate from their normal job duties, and shall not exceed a cost of \$500 per year. This staff support shall not include staffing the Visitor Center.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution of this Agreement and ending December 2016, unless sooner terminated under the provisions hereinafter specified.

5. Independent Contractor. The RDA and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the RDA nor any employee of the RDA shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the RDA or any employee of the RDA.

6. Indemnification. The RDA shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the RDA, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the RDA shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

7. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the RDA's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the RDA.

8. Termination. This Agreement may at any time be terminated by the City upon giving to the RDA thirty (30) days written notice of the City's intention to terminate the same.

9. Discrimination Prohibited. The RDA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the RDA under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

10. Assignment and Subcontract. The RDA shall not subcontract any services contemplated by this Agreement without the prior written consent of the City.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

12. Notices. Notices to the City of Roslyn shall be sent to the following address:

City Clerk-Treasurer  
City of Roslyn  
P.O. Box 451  
Roslyn, Washington 98941  
Phone number: 509-649-3105

Notices to the RDA shall be sent to the following address:

Roslyn Downtown Association  
P.O. Box 546  
Roslyn, WA 98941  
Phone number: 509-649-3650

13. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF ROSLYN, WASHINGTON

ROSLYN DOWNTOWN ASSOCIATION

By: C Cooke  
Cordy Cooke, Mayor Pro Tem

By: \_\_\_\_\_  
Deborah Hoffman, President

Date: 12/20/2011

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

Attest/Authenticated:  
Amber A. Shallow  
Amber Shallow, City Clerk-Treasurer

Approved As To Form:

\_\_\_\_\_  
Margaret J. King, City Attorney

## EXHIBIT A

Scope of Services to be Provided by RDA. The RDA shall furnish services including, but not limited to, the following:

The RDA shall operate and maintain a Visitor Information Center that shall handle tourist inquiries, and generally promote tourism, economic development, and community events, and provide general information to visitors related to the Roslyn Community.

The RDA shall track statistics of the visitors to the center, including but not limited to, reason for visit, where the visitor traveled from, length of stay, feedback from the visitor, and any other information that may assist the City and RDA in promoting tourism and economic development and providing services to the citizens and visitors.

The RDA shall develop, welcome packets, brochures, maps, flyers, and other materials and/or handouts that will provide information to visitors and/or promote the tourism and economic development of the City. These materials shall be shared with City offices for distribution when the Visitor Center is not in operation.

The RDA shall maintain interior and exterior tourism displays. The RDA shall at all times comply with all federal, state, and local statutes, rules, and ordinances, including but not limited to all Special Event Regulations.

The RDA shall submit a written report to the City Council at the last meeting of the following months: April, July, October, and January, regarding the activities of the visitors in relation to this scope of work, and shall provide a verbal presentation and report to the City Council once a year.

EXHIBIT B

City of Roslyn  
Billing Voucher

**To:** City of Roslyn  
100 E Pennsylvania Ave  
P.O. Box 451  
Roslyn, WA 98941  
Phone number: 509-649-3105  
Fax number: 509-649-3174

**Contractor:** Roslyn Downtown Association  
**Mailing Address:** PO Box 546  
Roslyn, WA 98941

Specific Program: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

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**BUDGET SUMMARY**

|                             |          |
|-----------------------------|----------|
| Total contract amount       | \$ _____ |
| Previous payments           | \$ _____ |
| Current request             | \$ _____ |
| <b>Total requested this</b> |          |
| Contract to date            | \$ _____ |
| Balance remaining           | \$ _____ |

Note: If applicable, submit a separate voucher for each program which is funded by your City of Roslyn contract.

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*For Department Use Only*

Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT C

City of Roslyn  
100 E Pennsylvania Ave  
P.O. Box 451  
Roslyn, WA 98941

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Roslyn, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Roslyn before or along the submittal of the first billing voucher.

Please check the appropriate category:

|  |   |
|--|---|
| <input type="checkbox"/> Corporation           | <input type="checkbox"/> Partnership            |
| <input type="checkbox"/> Government            |   |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (please explain) |

TIN#: \_\_\_\_-\_\_\_\_

SS#: \_\_\_\_-\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_