

RESOLUTION NO 12- 024

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MID- COLUMBIA FISHERIES ENHANCEMENT GROUP

WHEREAS, the City received a grant from the Washington State Department of Ecology to restore riparian conditions along 3,600 feet of ephemeral stream in the Roslyn Urban Forest aimed at reducing sediment input to Crystal Creek, a fish-bearing tributary to the Yakima River; and

WHEREAS, the City has selected Mid Columbia Fisheries Enhancement Group, a Washington non-profit organization to conduct the Riparian Restoration;

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

Section 1. The Mayor is authorized to enter into an agreement with Mid-Columbia Fisheries Enhancement Group for work on the Roslyn Urban Forest Riparian Restoration Project.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 14TH DAY OF AUGUST, 2012.


Neal R. Lockett, Mayor

ATTEST:


Amber Shallow, Clerk-Treasurer

Approved as to form:


Margaret J. King, City Attorney

**ROSLYN URBAN FOREST RIPARIAN ENHANCEMENT AGREEMENT
BETWEEN THE CITY OF ROSLYN
AND
MID-COLUMBIA FISHERIES ENHANCEMENT GROUP FOR**

This Agreement is entered into by and between the City of Roslyn, Washington, a noncharter optional municipal code city hereinafter referred to as “the City,” Mid-Columbia Fisheries Enhancement Group, a Washington Non-Profit Organization, hereinafter referred to as “Consultant.”

WHEREAS, the City received a grant from the Washington State Department of Ecology to restore riparian conditions along 3,600 feet of ephemeral stream in the Roslyn Urban Forest aimed at reducing sediment input to Crystal Creek, a fish-bearing tributary to the Yakima River; and

WHEREAS, the City has selected the Consultant to implement the riparian restoration;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

1. Roles and Responsibilities of the Parties. The parties shall have the following roles and responsibilities in the implementation of this Agreement:

A. Roles and Responsibilities of Mid-Columbia Fisheries:

1. Develop a site preparation and planting plan in accordance with the City of Roslyn’s contract with the Department of Ecology, attached hereto as Exhibit A, and
 - Contract with experts as needed to inform the site preparation and planting plan;
2. Procure resources to implement site preparation and planting, including labor, equipment and materials.
3. Direct the successful implementation of site preparation and planting.

B. Roles and Responsibilities of the City of Roslyn:

1. Administer DIRECT IMPLEMENTATION FUND CONTRACT NO. C1200275 with the Washington Department of Ecology (Exhibit A), including
 - Assuring that project activities are consistent with the contract intent,
 - Completing all required reporting,
 - And invoicing the Department of ecology promptly for project expenses; and
2. Reimburse Mid-Columbia Fisheries up to \$21,250 for project expenses, as outlined above.

In performing such services, the Consultant 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 Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

- A. Payment for the work provided by the Consultant shall not exceed \$21,250.00 without express written modification of the Agreement signed by the City.
- B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, within ten (10) days of approval by the City Council thereof, payment shall be made to the Consultant in the amount approved.
- C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
- D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
- E. The Consultant shall complete and return Exhibit "B," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing _____, 2012 and ending _____, unless sooner terminated under the provisions hereinafter specified. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than _____ unless an extension of such time is granted in writing by the City.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is independent 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 Consultant nor any employee of the Consultant 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 Consultant or any employee of the Consultant.

6. Indemnification. Both parties mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

7. Insurance.

A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of Roslyn as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. In addition to the insurance provided for in Paragraph A above, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.

C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. 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 Consultant'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 Consultant.

10. Termination. This Agreement may at any time be terminated by the City upon giving the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant 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.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. 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.

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

Mitchell Long
City of Roslyn
100 E. Pennsylvania Ave.
Post Office Box 451
Roslyn, WA 98941

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

~~Rebecca Wassell~~ Margaret Neuman
Mid-Columbia Fisheries Enhancement Group
P.O. Box 1271
White Salmon, WA 98672

15. 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.

16. Severability. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

CITY OF ROSLYN, WASHINGTON

MID-COLUMBIA FISHERIES
ENHANCEMENT GROUP

By: _____
Neal Lockett, Mayor

By: _____

Its: _____

Date: _____

Date: _____

Attest/Authenticated:

Amber Shallow, City Clerk

Approved As To Form:

Margaret King, City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

EXHIBIT B

City of Roslyn
Billing Voucher

To: City of Roslyn
100 E. Pennsylvania Ave.
Post Office Box 451
Roslyn, WA 98941

Consultant: [Name]. Telephone: _____
Mailing Address: _____
Specific Program: _____
Contract Period: _____ Reporting Period: _____
Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____

Authorized signature

BUDGET SUMMARY

Total contract amount \$ _____
Previous payments \$ _____
Current request \$ _____

Total requested this
contract to date \$ _____
Balance remaining \$ _____

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

For Department Use Only

Approved for Payment:

_____ Date: _____

EXHIBIT C

City of Roslyn
100 E. Pennsylvania Ave.
Post Office 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: _____