

RESOLUTION NO 12- 033

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS ASSOCIATED WITH THE 2012 WASHINGTON RURAL HERITAGE GRANT

WHEREAS, the Roslyn Public Library has received a \$10,000 grant from the Washington State Library's Rural Heritage Project to digitize historic photographs; and

WHEREAS, the collection of photographs is of great value in the preservation and celebration of Roslyn's local history; and

WHEREAS, the City of Roslyn advertised a request for qualifications for such services; and

WHEREAS, the City of Roslyn received two qualified responses that met the criteria, one for each of the two portions of the scope of the work to be done;

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

Section 1. The Mayor is hereby authorized to enter into professional services agreements with Sue Litchfield and Scott Templin.

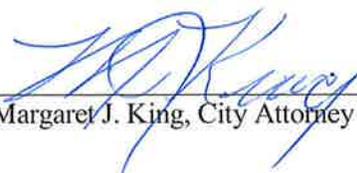
ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 13th DAY OF NOVEMBER, 2012.


Neal R. Lockett, Mayor

ATTEST:


Amber Shallow, Clerk-Treasurer

Approved as to form:


Margaret J. King, City Attorney

PROFESSIONAL SERVICES AGREEMENT
City of Roslyn and Taylor Augustus Productions / Scott Templin

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 Taylor Augustus Productions / Scott Templin, hereinafter referred to as “the Contractor.”

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

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

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor 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 Contractor 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 Contractor 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. The City shall pay Contractor for services provided pursuant to this Agreement the, not to exceed, sum of up to \$3,750, which sum shall include all costs expended by Contractor in performing such services. The Contractor shall complete and return Exhibit “C,” 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 November 15, 2012 and ending August 16, 2013, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Contractor 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 Contractor. The Contractor 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 Contractor nor any employee of the Contractor 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 Contractor or any employee of the Contractor.

6. Indemnification. The Contractor 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 Contractor, 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 Contractor 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 Contractor'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 Contractor.

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

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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 Contractor 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 Contractor shall be sent to the following address:

Taylor Augustus Productions
Scott Templin
P.O. Box 470
Roslyn, WA 98941
Phone: 206-795-7357

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

TAYLOR AUGUSTUS PRODUCTIONS /
SCOTT TEMPLIN

By: _____
Neal R. Lockett, Mayor

By: _____
Scott Templin

Date: _____

Date: _____

Attest/Authenticated:

Brandi Taklo, Deputy Clerk-Treasurer

Approved As To Form:

Margaret J. King, City Attorney

EXHIBIT "A"

The Contractor will digitize a minimum of 100 historic photographs and optimize the resulting image files to the specifications required by the Washington State Library. The Contractor will video and audiotape a minimum of 5 personal interviews. The Contractor will edit the video and audio content from those interviews to the specifications required by the Washington State Library. This may include multiple files in multiple formats. The Contractor may use equipment and software that is not owned by the Roslyn Library in the course of this contract, and may work off-site. The expected number of hours to complete the contract duties is no more than 150 hours. The Contractor must submit a timesheet to collect compensation.

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: Taylor Augustus Productions
Scott Templin
Mailing Address: P.O. Box 470
Roslyn, WA 98941

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
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: _____

PROFESSIONAL SERVICES AGREEMENT
City of Roslyn and Sue Litchfield

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 Sue Litchfield, hereinafter referred to as "the Contractor."

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

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

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor 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 Contractor 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 Contractor 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. The City shall pay Contractor for services provided pursuant to this Agreement the, not to exceed, sum of up to \$6,250, which sum shall include all costs expended by Contractor in performing such services. The Contractor shall complete and return Exhibit "C," 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 November 15, 2012, and ending August 16, 2013, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Contractor 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 Contractor. The Contractor 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 Contractor nor any employee of the Contractor 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 Contractor or any employee of the Contractor.

6. Indemnification. The Contractor 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 Contractor, 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 Contractor 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 Contractor'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 Contractor.

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

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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 Contractor 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 Contractor shall be sent to the following address:

Sue Litchfield
P.O. Box 158
Roslyn, WA 98941
Phone: 509-304-4129

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

SUE LITCHFIELD

By: _____
Neal R. Lockett, Mayor

By: _____
Sue Litchfield

Date: _____

Date: _____

Attest/Authenticated:

Brandi Taklo, Deputy Clerk-Treasurer

Approved As To Form:

Margaret J. King, City Attorney

EXHIBIT "A"

The Contractor will help select and will do background research for a minimum of 100 historic photographs. The Contractor will catalog the photograph files using a database software program called CONTENTdm. Duties will include titling and describing the photographs, assigning subject and topic terms using the provided controlled vocabulary, researching and identifying people and objects in the photographs and telling a compelling story to accompany the photographs. The Contractor will conduct a minimum of (5) personal interviews and will use information from the interviews to tell a story for photographs that correspond to the interview or story. The expected number of hours to complete the contract duties is no more than 250 hours. The Contractor must submit a timesheet to collect compensation.

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: Sue Litchfield
Mailing Address: P.O. Box 158
Roslyn, WA 98941

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	\$ _____
<i>Total requested this</i>	
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
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: _____