

RESOLUTION NO. 01-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, AUTHORIZING THE MAYOR PRO TEM TO EXECUTE AN ON-CALL SERVICES AGREEMENT WITH JILL NIELSON FOR CLERK AND TREASURER SERVICES.

WHEREAS, Jill Nielson has long served as the City of Vader Clerk and Treasurer; and

WHEREAS, Ms. Neilson has recently terminated her employment with the City; and

WHEREAS, the City desires that Ms. Neilson trains and transitions the new administrative employees and to help ensure the City continues to perform needed tasks to maintain grants and other programs; and

WHEREAS, Ms. Neilson has agreed to perform said services; and

WHEREAS, the City of Vader Mayor resigned on January 2, 2020 and the City Council has not yet appointed a new Mayor; and

WHEREAS, Councilmember Joe Schey is the current Mayor Pro Tem for the City and, as such, he is performing the duties of Mayor until a new Mayor is appointed and sworn in; and

WHEREAS, the City now desires to enter into an agreement with Jill Nielson, as described in the Consultant Services Agreement provided as Exhibit "A"; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor Pro Tem to execute the proposed Consultant Services Agreement with Jill Nielson in substantially the form that is attached to this Resolution as Exhibit "A"; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

EXHIBIT “A”

Agreement for Consultant Services

with

Jill Nielson

**CONSULTANT SERVICES CONTRACT
BETWEEN
THE CITY OF VADER
AND JILL NIELSON**

THIS AGREEMENT is made by and between the City of Vader, a Washington municipal corporation (hereinafter the "City"), and Jill Nielson, whose address is 779 S. Military Road, Winlock, WA 98596 (hereinafter the "Consultant").

RECITALS

WHEREAS, Consultant has long served as the City of Vader Clerk and Treasurer;
and

WHEREAS, Consultant has terminated her employment with the City; and

WHEREAS, the City desires Consultant to train and transition the new administrative employees to ensure a smooth transition and to help ensure the City continues to perform needed tasks to maintain grants and other programs; and

WHEREAS, the Consultant has agreed to perform said services; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work

The Consultant shall undertake duties as assigned by the Mayor, or in the absence of the Mayor, the Mayor Pro Tem. These shall include traditional clerk and treasurer duties, helping to manage grant agreement billing, public records management, and creation of a 2020 work plan. The Consultant will not provide any services directly to the public. This is not expected to be a full-time position. The schedule of work and the timing is solely within the Consultant's control. At the Consultant's discretion, the work performed by the Consultant may be performed at City Hall by use of the City's equipment and resources.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Ten Thousand Dollars (\$10,000.00) for the contract duration for the services described in Section I herein. This is the maximum amount to be paid under this

V. Termination; Extension

A. Termination of Agreement. Either party may terminate this Agreement with or without cause, by providing ten (10) days written notice to the other party. Termination rights shall exist both during the initial term and during any extensions.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

C. Extension. The Parties may extend this Agreement for up to six successive thirty-day (30) periods up to a maximum Agreement term of two hundred and seventy (270) days from the commencement date without the need to amend the Agreement. Such extension shall be evidenced by both parties signing the extension riders at the end of this Agreement.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. If the City receives a public records request and asks Consultant to search his files for responsive records, Consultant agrees to make a prompt and thorough search through his files for responsive records and to promptly turn over any responsive records to the City's public records officer.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

779 S. Military Road
Winlock WA 98596

317 – 8th Street
P.O. Box 189
Vader WA 98593

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Extension Rider to Agreement Between Jill Nielson and City of Vader

First Extension:

The Parties hereby agree to extend this Agreement for a 30-day period. This extension will be expired on _____, 2020.

Date: _____

CONSULTANT

CITY OF VADER

By: _____
Jill Nielson

By: _____

Second Extension:

The Parties hereby agree to extend this Agreement for a 30-day period. This extension will be expired on _____, 2020.

Date: _____

CONSULTANT

CITY OF VADER

By: _____
Jill Nielson

By: _____

Third Extension:

The Parties hereby agree to extend this Agreement for a 30-day period. This extension will be expired on _____, 2020.

Date: _____

CONSULTANT

CITY OF VADER

By: _____
Jill Nielson

By: _____

RESOLUTION NO. 02-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VADER,
WASHINGTON, UPDATING THE AUTHORIZED SIGNERS FOR THE CITY'S
BANK ACCOUNT.**

WHEREAS, the City maintains deposits at certain banks for payment of on-going operations; and

WHEREAS, in accordance with applicable financial standards the City has named various individuals over the years as authorized signers on these accounts, including the Mayor, Mayor Pro Tem, City Clerk and Deputy City Clerk; and

WHEREAS, the City's Clerk/Treasurer recently resigned, and a new Clerk/Treasurer was hired and was confirmed at a regularly scheduled City Council Meeting held on February 13, 2020; and

WHEREAS, the City's Deputy Clerk recently resigned, and a new Deputy Clerk was hired and was confirmed at a regularly scheduled City Council Meeting held on January 23, 2020; and

WHEREAS, the newly confirmed Clerk/Treasurer is Dianne Floyd and the Deputy Clerk is Stephanie Montgomery who need to be formally added as a signatory to the City's accounts; and **NOW, THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, DOES
HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City Council hereby authorizes only the following individuals to sign bank checks (two signatures are always required for any check issued) and to undertake banking transactions on behalf of the City and any other individuals previously authorized shall be removed: