

RESOLUTION NO. 12-816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE PROTHMAN COMPANY, FOR PROVIDING THE SERVICES OF AN INTERIM CITY ADMINISTRATOR FOR THE CITY

WHEREAS, the City of Black Diamond has limited staff in the Administration Department; and

WHEREAS, in the past the City of Black Diamond has had a City Administrator, but due to budget reasons the position has not been filled; and

WHEREAS, the Mayor has recommended, and the City Council agrees, that the City would benefit from retaining the services of an Interim City Administrator; and

WHEREAS, the Mayor has retained the services of the Prothman Company to identify a qualified candidate to provide interim City Administrator services to the City of Black Diamond to perform duties as assigned by the Mayor and as more specifically described in BDMC 2.10.020; and

WHEREAS, the Prothman Company, by and through its principal Greg Prothman, has recommended that the City of Black Diamond enter into an agreement with the Prothman Company through which the Prothman Company will assign an employee to provide Interim City Administrator Services to the City; and

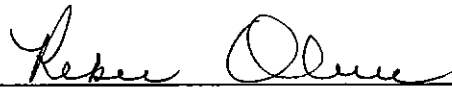
WHEREAS, the City Council finds that it is in the best interest of the City to approve a contract with the Prothman Company to provide Interim City Administrator Services to the City upon the conditions herein set forth below;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute, on behalf of the City the attached agreement labeled as Exhibit A with the Prothman Company providing the City with Interim City Administrator services, upon condition of Council approval of a budget amendment appropriating the funds and confirmation of the appointment of the Interim City Administrator through this services agreement.

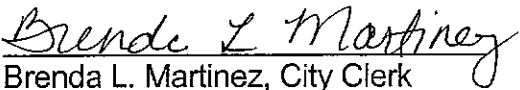
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk



June 6, 2012

Ms. Rebecca Olness
Mayor
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Dear Mayor Olness:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim services. Please sign and return a copy to our offices. Please call me if you have any questions.

Term. The term of this Agreement is ongoing, provided the City of Black Diamond may terminate this agreement at any time.

Prothman Interim City Administrator. The Prothman Interim City Administrator serves as a Prothman Company employee assigned to the City of Black Diamond and shall perform such duties as assigned by the City. The City shall have the right to direct the Prothman Company to replace the Interim City Administrator at any time.

Employer Duties of the Prothman Company. The Prothman Company shall provide a Prothman Company employee qualified to act as the City's Interim City Administrator during the term of the contract. The Prothman Company shall (1) pay all wages and other remuneration to its employee who is provided under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports, (4) prepare, file, and furnish to the employee applicable employee tax forms, and (5) prepare and file, with a copy to the City, applicable employer tax forms.

Duties of the City. When applicable, the City shall provide a work place for the Interim City Administrator and maintain the work place in accordance with applicable health and working standards, notify the Prothman Company immediately of all employee injuries and provide reimbursement to the Interim City Administrator for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

Fees & Expenses. The fee for Interim City Administrator services is \$12,500 per month. Partial months billed on a pro rated basis at \$560 per day. A 3% charge will be added reflecting City of Issaquah and Washington State B&O tax. The City is responsible for reimbursing the Interim City Administrator for reasonable direct expenses incurred for providing these services such as job related travel and temporary housing. The City is also responsible for any client-required licenses, fees or taxes. Invoices will be submitted to the City every two weeks and are due within twenty (20) days of receipt.

Finder's Fee. If the City chooses to hire the Interim City Administrator as a regular City employee, the City agrees to pay the Prothman Company the percentage of the starting annual salary based upon the length of the assignment with the City as represented below:

0 to 12 months - 15%

After 13 months - 10%

Indemnification. The Prothman Company shall indemnify, defend, and hold harmless the City for the purposes of all required payroll deductions and withholdings, legally required workers' compensation insurance and other employee benefits. The City releases and agrees to indemnify, defend, and hold harmless the Prothman Company, the employees of the Prothman Company, and personnel, directors, and officers of the Prothman Company from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the services performed by the interim employee that are under the control of the City and are within the course and scope of City employment. The Prothman Company releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees and consultants, from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the acts or omissions of the interim employee that are not under the control of the City or are not within the course and scope of City employment. If the City is notified or becomes aware of any alleged improper or illegal activities by the interim employee the City shall notify the Prothman Company immediately.

Accepted by:

CITY OF BLACK DIAMOND

PROTHMAN



Rebecca Olness
Mayor

Date



Greg Prothman
President

6/6/2012

Date