

**City of Fircrest  
City Council Special Meeting  
Study Session  
Agenda**

**Monday, May 22, 2017  
6:00 P.M.**

**Council Chambers  
Fircrest City Hall, 115 Ramsdell Street**

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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Agenda Modifications**
- 5. Unfinished Business**
  - A. Resolution authorizing the Mayor to execute an agreement with Prothman Company for Interim City Manager services (Tabled on May 15, 2017) (To be considered for removal from table) – Fircrest City Council**
- 6. Executive Session**
  - A. To evaluate the qualifications of applicants for public employment (Not subject to Open Meetings Act)**
- 7. Motion to hire \_\_\_\_\_ as Interim City Manager – Fircrest City Council**
- 8. Adjournment**





May 19, 2017

Mr. Matthew Jolibois  
Mayor  
City of Fircrest  
115 Ramsdell St  
Fircrest, WA 98466

Dear Mayor Jolibois:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim City Manager services.

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

**Prothman Interim City Manager.** The Prothman Interim City Manager serves as a Prothman Company employee assigned to the City of Fircrest 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 Manager 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 Manager 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 Manager 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 Manager 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 hourly rate is \$68 for each hour worked by the Interim City Manager. Hours worked per week not to exceed 45 without prior approval by the Mayor. Timesheets are to be signed by either the Finance Director or City Clerk. Invoices will be submitted to the City every two weeks and are due within twenty (20) days of receipt. A 2% charge will be added reflecting Prothman's City of Issaquah and Washington State B&O tax obligations. The City is also responsible for any client-required licenses, fees or taxes. Delinquent payments will be

subject to a late payment charge of 12% (annual) and which will be applied to any unpaid balance owed commencing seven (7) days after the payment due date.

**Finder's Fee.** If the City chooses to hire the Interim City Manager 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%

206.368.0050 ☐ 371 NE Gilman Blvd., Suite 310 Issaquah, WA 98027 ☐ [www.prothman.com](http://www.prothman.com)

**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 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 FIRCREST**

**PROTHMAN**

\_\_\_\_\_  
Matthew Jolibois  
Mayor

05/19/17  
Date Date

  
Greg Prothman  
President