

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

**Monday, May 15, 2017
6:00 P.M.**

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

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Agenda Modifications**
- 5. General discussion of hiring process for Interim City Manager**
- 6. Interview of Interim City Manager applicants**
- 7. Resolution authorizing the Mayor to execute an agreement with Prothman for Interim City Manager services – Personnel Officer Keely**
- 8. Executive Session**
 - A. To evaluate the qualifications of applicants for public employment (Not subject to Open Meetings Act)**
- 9. Adjournment**

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: May 15, 2017

SUBJECT: Resolution authorizing the Mayor's signature on an Agreement with Prothman Company for Interim City Manager Services

FROM: Lisa Keely, Personnel Officer

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. ____ authorizing the Mayor to sign an Agreement with Prothman Company to provide City Manager services.

PROPOSAL: The last day of employment for the current City Manager is May 26, 2017. Council has directed staff to present an Agreement with Prothman Company to provide Interim City Manager services. Council is being asked to authorize entering into this agreement with Prothman Company.

FISCAL IMPACT: The fee for professional services is \$68.00 per hour plus 3% city and state B&O tax obligations.

ADVANTAGES: The City will benefit from the expertise and experience of the firm.

DISADVANTAGES: Cost. It had not been anticipated when the 2017 Budget was prepared that there would be a need for this service.

ALTERNATIVES: None that are feasible.

HISTORY: At the May 9th Council meeting, Council directed staff to bring an agreement forward with Prothman Company for interim City Manager services.

Attachment(s): Resolution
Agreement with Prothman Company

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH PROTHMAN COMPANY FOR INTERIM CITY
MANAGER SERVICES**

WHEREAS, the City Manager's last day of employment is May 26, 2017; and

WHEREAS, the City of Fircrest, a municipal corporation of the State of Washington, desires to hire an Interim City Manager through Prothman Company; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Council hereby adopts a resolution authorizing the Mayor to sign the Agreement with Prothman Company for the purpose of providing Interim City Manager services.

Section 2. Funding for the agreement will be from the Undesignated Ending Fund Balance.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a special meeting thereof this 15th day of May 2017.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



May 11, 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. Invoices will be submitted to the City every two weeks and are due within twenty (20) days of receipt. A 3% 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%

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

Date



Greg Prothman
President

05/11/17
Date