

**RESOLUTION NO. 468**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE PROTHMAN COMPANY PROVIDING FOR AN INTERIM CITY MANAGER.**

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**WHEREAS**, there will be a change in the position of City Manager; and

**WHEREAS**, the Council has determined that the Prothman Company is able to provide the services of an Interim City Manager until a replacement for Mr. Leahy is hired; and

**WHEREAS**, it is in the City's interest to enter into an agreement for the provision of an Interim City Manager following Mr. Leahy's departure and until a replacement for Mr. Leahy is hired;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. That the City Council authorizes the Mayor, on behalf of the City of Woodinville, to enter into an agreement with the Prothman Company, substantially in the form attached hereto as Exhibit A

RESOLVED this 21<sup>st</sup> day of July 2015.



BERNARD W. TALMAS, MAYOR

ATTEST/AUTHENTICATED:

  
JENNIFER KUHN, CITY CLERK/CMC



July 20, 2015

Mr. Bernie Talmas  
Mayor  
City of Woodinville  
17301-133rd Avenue NE  
Woodinville, WA 98072

Dear Mayor Talmas:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim services. Would you 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 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 Woodinville 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 Interim City Manager's hourly rate is \$98 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. The City is responsible for reimbursing the Interim City Manager directly for expenses incurred for temporary housing, the terms of which are to be negotiated between the City and the Interim City Manager.

**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 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 WOODINVILLE**

**PROTHMAN**



Bernie Talmas  
Mayor

Date



Greg Prothman  
President

7/22/2015  
Date