

RESOLUTION 2009- 53

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
EMPLOYMENT AGREEMENT WITH PROTHMAN COMPANY FOR  
INTERIM FINANCE DIRECTOR**

**WHEREAS**, the City Council of the City of Sunnyside, pursuant to Chapter 35A.13 RCW, is authorized to select and enter into an employment agreement with the Prothman Company for Interim Finance Director of the City of Sunnyside; and

**WHEREAS**, the City Council has determined that Prothman Company will provide a person qualified and able to perform the duties of Interim Finance Director of the City of Sunnyside; and

**WHEREAS**, the City Council and Prothman Company have negotiated an employment agreement for the performance of such duties; and

**WHEREAS**, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**SECTION 1.** That the Employment Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the Mayor of the City of Sunnyside is hereby authorized to execute such agreement for and on behalf of the City Council and the City of Sunnyside.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 22nd day of June, 2009.

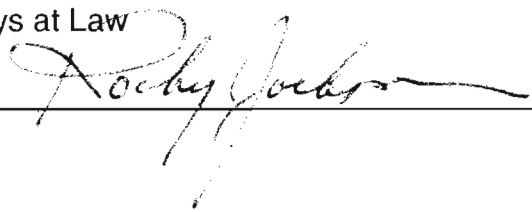
  
PABLO GARCIA, MAYOR

ATTEST:

  
DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:

MENKE JACKSON BEYER EHLIS & HARPER, LLP  
Attorneys at Law

By: 



June 22, 2009

Mr. Jim Bridges, PE  
Interim City Manager/Director of Public Works  
City of Sunnyside  
818 E. Edison Avenue  
Sunnyside, WA 98944

Dear Mr. Bridges:

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 on going, provided the City may terminate this agreement at any time.

**Prothman Interim Finance Director.** The Prothman Interim Finance Director serves as a Prothman Company employee assigned to the City of Sunnyside 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 Finance Director 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 Finance Director 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 Prothman Interim Finance Director 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 Prothman Interim Finance Director 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.** The Prothman Interim Finance Director's hourly rate is \$68.00 for each hour worked by the Interim Finance Director. To help defray the cost of the interim employee's lodging and commuting, the city agrees to pay \$250 per week (prorated for partial weeks). Invoices are due within thirty (30) days of receipt. 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.

EXHIBIT "A"

**Finders Fee.** If the City chooses to hire the Prothman Interim Finance Director 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:

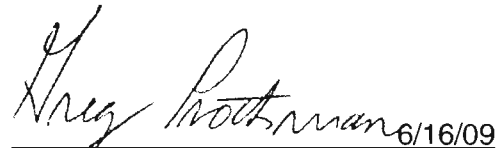
0 to 365 calendar days of service      10% of the starting annual salary  
After 366 calendars of service          5% of the starting annual salary

**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. With the exception of Prothman Company's obligation to indemnify the City under this Agreement 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.

**CITY OF SUNNYSIDE**

**PROTHMAN COMPANY**

\_\_\_\_\_  
James L. Bridges                      Date  
Interim City Manager/Director of Public Works

  
\_\_\_\_\_  
Greg Prothman                      Date  
President