

RESOLUTION NO 05-386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH WALDRON RESOURCES PROVIDING FOR AN INTERIM FIRE CHIEF

WHEREAS, on the Fire Chief resigned, effective June 15, 2005; and

WHEREAS, the Council finds that Waldron Resources is able to provide the services of an Interim Fire Chief until a replacement for the Fire Chief is hired; and

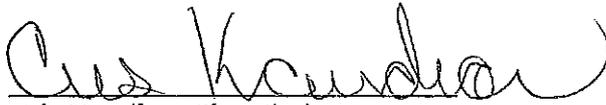
WHEREAS, the Council finds it to be in the best interest of its citizens and in the furtherance of the public health, safety and welfare to enter into an agreement with Waldron Resources to provide an Interim Fire Chief; now, therefore

BE IT RESOLVED that the Council authorizes the Mayor, on behalf of the City of Black Diamond, to enter into an agreement with Waldron Resources, substantially in the form attached hereto as Exhibit A;

ADOPTED by the City Council at an open public meeting held on the 7th day of July, 2005.


Howard Botts, Mayor

Attest:


Cris Kandior, City Clerk

June 21, 2005

Ms. Cris Kandior
Assistant City Administrator
City of Black Diamond
PO Box 599
Black Diamond, WA 98010



Dear Ms. Kandior:

Thank you for your confidence in Waldron Resources. Below is our standard agreement for providing interim services. Please sign and then return a copy to our offices. Feel free to 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.

Interim Fire Chief. The Interim Fire Chief serves at the pleasure of the City and shall perform such duties as assigned by the City. The City shall have the right to direct Waldron Resources to replace the Interim Fire Chief at any time.

It is understood that the Interim Fire Chief will act in an administrative command role only. On-scene fire suppression and other fire department activities will entail administrative duties only, commanding others on scene.

Employer Duties of Waldron Resources. Waldron Resources 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 Fire Chief and maintain the work place in accordance with applicable health and working standards, notify Waldron Resources immediately of all employee injuries and provide reimbursement to the Interim Fire Chief for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates. The City also agrees to

reimburse Waldron Resources for any and all taxes, license fees and/or any other fees levied by the City as a result of doing business within the City limits.

Fees. The Interim Fire Chief hourly rate is \$30.00. Waldron Resources' discounted bill rate is 45% on top the contractor's pay rate. The rate that will be billed to the City will thus be \$43.50 per hour. Waldron Resources shall invoice the City on a monthly basis based on the Interim Fire Chief's time card, as approved by the City. Invoices are due within twenty (20) 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.

Conversion. Should the City wish to hire the Interim Fire Chief as a regular City employee, the City agrees to pay Waldron Resources the percentage of the starting annual salary based upon the length of the assignment with the City as represented below:

0 to 12 months	10%
after 13 months	5%

Please also note that an employee or candidate referred by Waldron Resources may not be hired without the permission of Waldron Resources for a period of 6 months. Additionally, the Interim Fire Chief may not transfer to the City's payroll, nor may the client engage the Interim Fire Chief through another temporary service or staffing firm for a period of 6 months. Failure to comply will cause the City to incur a fee equal to 20% of one year's salary at the employee's current rate of pay to Waldron Resources.

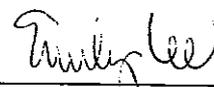
Indemnification. Waldron Resources shall indemnify, defend, and hold harmless the City for the purposes of all required payroll deductions and withholdings, legally required workers' compensation insurance, and other employee benefits. The City releases and agrees to indemnify, defend, and hold harmless Waldron Resources, the employees of Waldron Resources, and personnel, directors, and officers of Waldron Resources 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. Waldron Resources 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 Waldron Resources immediately.

CITY OF BLACK DIAMOND

WALDRON RESOURCES

 6-28-06

 Date
~~Gris Kandior~~
 Assistant City Administrator
 Howard Botts
 Mayor

 6/23/05

 Date
 Emily Lee
 Account Manager