

SECOND AMENDMENT TO PERSONAL SERVICES AGREEMENT
City Administrator Recruitment Services / Continued Recruitment / Interim City Administrator
Consulting Support Services
City of Stevenson, Washington

This Second Amendment to Personal Services Agreement (“Second Amendment”) is entered into effective as of _____, 2026 (“Effective Date”), by and between the City of Stevenson, Washington, a Washington municipal corporation (“City”), and Prothman Company, a Washington corporation (“Consultant”).

RECITALS

- A.** The City and Consultant entered into a Personal Services Agreement for City Administrator Recruitment Services, approved by the Stevenson City Council by Resolution No. 2026-469, under which Consultant agreed to provide executive recruitment services for the City Administrator position.
- B.** The Agreement authorizes Consultant to provide professional recruitment services for the City Administrator search, including stakeholder interviews, position profile development, outreach, advertising, candidate screening, finalist interview facilitation, reference checks, and related recruitment services.
- C.** The Agreement provides for a professional recruitment fee of Sixteen Thousand Five Hundred Dollars (\$16,500.00), plus approved reimbursable expenses, including advertising, direct mail announcements, background checks, travel, printing, shipping, and other documented expenses identified in the Agreement.
- D.** Following the initial recruitment process, the candidate selected for the City Administrator position decided not to take the position. The City therefore requires continued recruitment activity and continued interim administrative support while the City Administrator position remains vacant.
- E.** The Mayor requires continued limited interim City Administrator consulting support to assist with operational continuity, administrative workflow, budget-related meetings, staff coordination, Council and mayoral follow-up, and related administrative matters until a new City Administrator is hired or the services are otherwise terminated.
- F.** Consultant is able to provide or arrange for Rachael Fuller to continue providing limited interim City Administrator consulting support services for the City, subject to the terms of the Agreement as amended herein.
- G.** The City anticipates approximately Fifteen Thousand Dollars (\$15,000.00) for continued interim City Administrator consulting support for Rachael Fuller and approximately Two Thousand Eight Hundred Seventy Dollars (\$2,870.00) for additional recruitment advertising and direct mail costs.
- H.** The total additional compensation and reimbursable costs authorized by this Second Amendment shall not exceed Seventeen Thousand Eight Hundred Seventy Dollars (\$17,870.00), unless additional compensation is separately approved in writing by the City Council.
- I.** This Second Amendment is intended to authorize the additional interim support and recruitment advertising/direct mail costs described herein, while preserving all remaining terms of the Agreement, including any repeat recruitment, replacement search, expense reimbursement, independent contractor, public records, insurance, indemnification, termination, and Council approval requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Additional and Continued Scope of Services.

1.1 Continued Interim City Administrator Consulting Support. In addition to the recruitment services described in the Agreement, Consultant shall provide or arrange for Rachael Fuller to continue providing limited interim City Administrator consulting support services to assist the Mayor and the City with operational continuity until a new City Administrator is hired, until the not-to-exceed amount is exhausted, until the interim services are terminated, or until the services are no longer needed, whichever occurs first.

1.2 Continued Recruitment Advertising and Direct Mail. Consultant may coordinate or incur additional recruitment advertising and direct mail costs associated with continuing, refreshing, or reposting the City Administrator recruitment following the selected candidate's decision not to take the position. This Second Amendment does not authorize an additional professional recruitment fee unless separately approved in writing by the City Council.

2. Nature of Interim Services.

The interim consulting support services may include advising and assisting the Mayor with administrative workflow, coordination among departments, agenda and meeting preparation, follow-up on Council and mayoral directives, project tracking, staff coordination, operational problem solving, budget meeting preparation and follow-up, recruitment transition support, and other administrative support tasks assigned by the Mayor and consistent with Washington law, City ordinance, City policy, and the City budget.

3. No Appointment; No Independent City Authority.

Unless separately appointed or authorized in accordance with applicable law, ordinance, and City procedure, Rachael Fuller and any other interim individual provided through Consultant shall serve only as an independent contractor providing administrative consulting support. No interim individual shall be deemed a City employee, appointed officer, or City Administrator by virtue of this Second Amendment and shall have no independent authority to bind the City, hire or terminate City employees, discipline employees, execute contracts, expend funds, or exercise statutory or municipal authority except as expressly authorized in writing by the Mayor and only to the extent permitted by law, City ordinance, and the City budget.

4. Direction and Coordination.

Consultant and any interim individual provided under this Second Amendment shall coordinate with and perform services under the direction of the Mayor or the Mayor's designee. The City Attorney may be consulted on legal, governance, personnel, contracting, public records, executive session, or other matters requiring legal review.

5. Compensation; Not-to-Exceed Amount.

The City authorizes and shall pay Consultant for the additional services and reimbursable costs described in this Second Amendment in a total amount not to exceed Seventeen Thousand Eight Hundred Seventy Dollars (\$17,870.00). This not-to-exceed amount includes approximately Fifteen Thousand Dollars (\$15,000.00) for continued interim City Administrator consulting support for Rachael Fuller and

approximately Two Thousand Eight Hundred Seventy Dollars (\$2,870.00) for recruitment advertising and direct mail costs.

Consultant shall invoice the City for actual services performed and approved reimbursable costs incurred. No markup, expense, additional charge, or additional professional recruitment fee shall be paid unless authorized by the Agreement, this Second Amendment, and the City's approval of the invoice. No compensation or reimbursement under this Second Amendment may exceed the aggregate not-to-exceed amount without further City Council authorization.

6. No Waiver of Existing Recruitment Rights.

This Second Amendment does not waive, release, or modify the City's rights under the Agreement, including any repeat recruitment or replacement search rights. Except for the additional interim support and recruitment advertising/direct mail costs expressly authorized herein, the original professional recruitment fee and the City's obligations for approved reimbursable expenses remain governed by the Agreement.

7. Records, Confidentiality, and Public Records.

Records created, received, or maintained in connection with services under this Second Amendment may constitute public records under Chapter 42.56 RCW. Consultant and any interim individual shall preserve records relating to City business, provide such records to the City upon request, and maintain the confidentiality of privileged, personnel, executive session, and other protected information to the extent permitted or required by law.

8. Insurance and Indemnification.

The insurance, independent contractor, indemnification, compliance with law, termination, governing law, venue, and related provisions of the Agreement apply to the services and costs authorized under this Second Amendment.

9. Termination of Additional Services.

The City may terminate the additional services authorized by this Second Amendment at any time upon written notice. Upon termination, the City shall pay Consultant only for authorized services performed and approved reimbursable costs incurred before the effective date of termination, subject to the not-to-exceed amount stated above.

10. Ratification of Remaining Terms.

Except as expressly amended by this Second Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Second Amendment and the Agreement, this Second Amendment controls only as to the continued interim City Administrator consulting support services and additional recruitment advertising/direct mail costs authorized herein.

11. Authority and Council Approval.

Each person signing this Second Amendment represents that they have authority to bind the party on whose behalf they sign. This Second Amendment is effective only upon approval by the Stevenson City Council and execution by the Mayor and Consultant.

SIGNATURES

CITY OF STEVENSON

By: _____

Jenny Taylor, Mayor

Date: _____

PROTHMAN COMPANY

By: _____

Sonja Prothman, Owner/CEO

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

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