

CITY OF STEVENSON, WASHINGTON

RESOLUTION NO. 2026-469

SECOND AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, AMENDING RESOLUTION NO. 2026-469; APPROVING A SECOND AMENDMENT TO THE PERSONAL SERVICES AGREEMENT WITH PROTHMAN COMPANY FOR CONTINUED CITY ADMINISTRATOR RECRUITMENT AND INTERIM ADMINISTRATIVE SUPPORT SERVICES; AUTHORIZING ADDITIONAL COMPENSATION IN AN AMOUNT NOT TO EXCEED \$17,870; AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT.

WHEREAS:

1. The City of Stevenson operates under the mayor-council (strong mayor) form of government pursuant to RCW 35A.12;
2. By Resolution No. 2026-469, the City Council approved a Personal Services Agreement with Prothman Company for City Administrator recruitment services and authorized the Mayor to execute the Agreement;
3. The approved professional services fee for the recruitment was Sixteen Thousand Five Hundred Dollars (\$16,500.00), plus reimbursable expenses as set forth in the Agreement;
4. The Agreement includes recruitment outreach and advertising and provides for reimbursement of actual, reasonable, and documented recruitment expenses, including advertising and direct-mail announcements;
5. The City thereafter amended Resolution No. 2026-469 and approved a First Amendment authorizing Prothman Company to provide or arrange for limited interim administrative support services for an additional amount not to exceed Twelve Thousand Dollars (\$12,000.00);
6. The City is reposting the City Administrator position and anticipates approximately Two Thousand Eight Hundred Seventy Dollars (\$2,870.00) in additional recruitment advertising, direct-mail, and related expenses;
7. The City also anticipates requiring approximately Fifteen Thousand Dollars (\$15,000.00) in additional interim administrative support as Rachael Fuller continues providing support through Prothman Company for approximately ten additional weeks, generally at approximately five hours per week, with additional time as reasonably needed for budget meetings and if the recruitment process extends beyond the anticipated schedule;
8. The City Council finds that continuity in the recruitment and interim administrative support is in the public interest, avoids disruption in City administration, and is necessary to complete the City Administrator recruitment and hiring process;
9. The City Council desires to approve a Second Amendment to the Personal Services Agreement and authorize an additional aggregate amount not to exceed Seventeen Thousand Eight Hundred

Seventy Dollars (\$17,870.00) for continued recruitment and interim administrative support services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEVENSON AS FOLLOWS:

Section 1. Amendment to Resolution No. 2026-469 - Approval of Second Amendment.

Resolution No. 2026-469, as previously amended, is further amended to approve the Second Amendment to the Personal Services Agreement between the City of Stevenson and Prothman Company, attached hereto as Exhibit A and incorporated by this reference, for continued City Administrator recruitment and limited interim administrative support services.

Section 2. Additional Budget Authorization.

In addition to all amounts previously authorized under Resolution No. 2026-469 and the First Amendment, the City Council authorizes payment to Prothman Company in an additional aggregate amount not to exceed Seventeen Thousand Eight Hundred Seventy Dollars (\$17,870.00), payable from appropriated funds within the City's budget. The City presently anticipates approximately Fifteen Thousand Dollars (\$15,000.00) of that amount will be used for continued interim administrative support and approximately Two Thousand Eight Hundred Seventy Dollars (\$2,870.00) will be used for additional recruitment advertising, direct-mail, and related expenses. The actual allocation between those purposes may vary based on actual needs, provided that the aggregate additional amount authorized by this Resolution shall not exceed \$17,870.00 without further Council authorization.

Section 3. Payments Through Prothman; No Direct Contract Created.

The additional compensation authorized by this Resolution shall be paid to Prothman Company pursuant to the Personal Services Agreement, as amended. Nothing in this Resolution creates a separate direct consulting contract between the City and Rachael Fuller or authorizes direct payment to any interim individual unless separately approved in accordance with applicable law and City procedure.

Section 4. Authorization to Execute.

The Mayor is authorized and directed to execute the Second Amendment on behalf of the City and to take such administrative actions as are necessary to carry out the intent of this Resolution, consistent with applicable law, City ordinance, the City's procurement policy, and the City budget.

Section 5. No Independent Appointment Created.

Approval of this Resolution and the Second Amendment does not independently appoint Rachael Fuller or any other person as City Administrator, City employee, or City officer. Any interim individual provided through Prothman Company shall continue to function as an independent contractor providing administrative support unless separately appointed or authorized in accordance with applicable law and City procedure.

Section 6. Ratification.

Except as expressly amended by this Resolution, Resolution No. 2026-469 and its prior amendment remain ratified, confirmed, and in full force and effect.

Section 7. Effective Date.

This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Council of the City of Stevenson, Washington, at a regular meeting thereof held on the ____ day of August, 2026.

CITY OF STEVENSON

By: _____

Jenny Taylor, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Robert C. Muth, City Attorney

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EXHIBIT A

SECOND AMENDMENT TO PERSONAL SERVICES AGREEMENT

CITY ADMINISTRATOR RECRUITMENT AND INTERIM ADMINISTRATIVE

SUPPORT

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 ("Agreement").

B. The Agreement authorizes Consultant to perform executive recruitment services, including outreach and advertising, and requires the City to reimburse actual, reasonable, and documented recruitment expenses.

C. The City and Consultant thereafter entered into a First Amendment authorizing Consultant to provide or arrange for limited interim administrative support during the recruitment and hiring process, with additional compensation not to exceed Twelve Thousand Dollars (\$12,000.00).

D. The City is reposting the City Administrator recruitment and anticipates approximately Two Thousand Eight Hundred Seventy Dollars (\$2,870.00) in additional advertising, direct-mail, and related recruitment expenses.

E. The City also requires continued interim administrative support. The City anticipates that Rachael Fuller will continue to provide the interim administrative support arranged through Consultant for approximately ten additional weeks, generally at approximately five hours per week, with additional time as reasonably needed for budget meetings and if the recruitment process extends beyond the anticipated schedule.

F. The City Council has determined that continuity in the recruitment and interim administrative support is in the City's best interests and has authorized an additional aggregate amount not to exceed Seventeen Thousand Eight Hundred Seventy Dollars (\$17,870.00) for those purposes.

AGREEMENT

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

1. Continued Recruitment and Reposting Services.

Consultant shall continue the City Administrator recruitment under the Agreement, including reposting, advertising, direct-mail outreach, candidate outreach and screening, and related recruitment activities. The City remains responsible for actual, reasonable, and documented recruitment expenses as authorized by the Agreement and this Second Amendment.

2. Continued Interim Administrative Support.

Consultant shall continue to provide or arrange for limited interim administrative support to assist the Mayor with operational activities and continuity of City administration while the City completes the recruitment and hiring process. The City anticipates that Rachael Fuller will continue to provide those services through Consultant. Interim services shall continue until the City hires a new City Administrator, the authorized amount is exhausted, or the services are terminated under the Agreement, whichever occurs first.

3. Additional Compensation.

In addition to all amounts previously authorized under the Agreement and the First Amendment, the City shall pay Consultant an additional aggregate amount not to exceed Seventeen Thousand Eight Hundred Seventy Dollars (\$17,870.00). The parties presently anticipate that approximately Fifteen Thousand Dollars (\$15,000.00) will be used for continued interim administrative support and approximately Two Thousand Eight Hundred Seventy Dollars (\$2,870.00) will be used for additional recruitment advertising, direct-mail, and related expenses. Actual allocation between these purposes may vary based on the City's needs, provided that the aggregate additional compensation authorized by this Second Amendment shall not exceed \$17,870.00 without further written authorization by the City Council.

4. Invoicing and Expenses.

Consultant shall invoice the City for actual services performed and approved reimbursable expenses. No markup, expense, or additional charge shall be paid except as authorized by the Agreement, the First Amendment, this Second Amendment, and the City's approval of the invoice.

5. 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, or other matters requiring legal review.

6. No Appointment; No Independent City Authority.

Nothing in this Second Amendment independently appoints Rachael Fuller or any other person as City Administrator, City employee, or City officer. Any interim individual provided through Consultant shall serve only as an independent contractor providing administrative support unless separately appointed or authorized in accordance with applicable law and City procedure, 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.

7. Records, Confidentiality, Insurance, and Indemnification.

The records, confidentiality, public records, insurance, independent contractor, indemnification, compliance with law, termination, governing law, and venue provisions of the Agreement, as previously amended, apply to the services provided under this Second Amendment.

8. Ratification; Order of Precedence.

Except as expressly amended by this Second Amendment, all terms and conditions of the Agreement and First Amendment remain unchanged and in full force and effect. In the event of a

conflict, this Second Amendment controls as to the additional services and compensation authorized herein.

9. Authority and Effective Date.

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

PROTHMAN COMPANY

By: _____

Jenny Taylor, Mayor

Date: _____

By: _____

Sonja Prothman, Owner/CEO

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney