

PERSONAL SERVICES AGREEMENT
City Administrator Recruitment Services
City of Stevenson, Washington

This Personal Services Agreement (“Agreement”) 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”).

1. RECITALS

- A. The City operates under the mayor–council (strong mayor) form of government pursuant to RCW 35A.12 and requires professional recruitment services for the selection of a City Administrator.
- B. Consultant represents that it is qualified and experienced in conducting executive recruitment services for public agencies, including city administrator/city manager searches.
- C. The City desires to engage Consultant as an independent contractor to perform professional recruitment services as set forth herein.

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

2. SCOPE OF SERVICES

Consultant shall perform executive recruitment services for the position of **City Administrator** consistent with the proposal submitted to the City (February 2026) and incorporated herein by reference as **Exhibit A**. Services shall include, at minimum:

- 1. Development of a tailored recruitment strategy, including stakeholder interviews in Stevenson and preparation of a Position Profile.
- 2. Regional and national outreach and advertising.
- 3. Candidate screening, including application review, media search, and semifinalist interviews.
- 4. Facilitation of Council work session to select finalists.
- 5. Coordination and facilitation of final interview process in Stevenson.
- 6. Reference checks and background checks of finalists.
- 7. Assistance with development of offer letter and employment agreement.
- 8. One-year replacement guarantee as described in Section 11.

Consultant shall perform services in a professional and workmanlike manner consistent with industry standards for public sector executive recruitment.

3. TERM

This Agreement shall commence on the Effective Date and continue until completion of the recruitment process, unless terminated earlier pursuant to Section 12. The anticipated recruitment schedule is reflected in the draft timeline included in Exhibit A.

4. COMPENSATION

4.1 Professional Fee

The City agrees to pay Consultant a professional fee of:

\$16,500.00 (as discounted for the City of Stevenson). The professional fee shall be payable in three equal installments:

- One-third upon execution of this Agreement,
- One-third at the midpoint of the recruitment process,
- One-third upon completion of finalist interviews.

The professional fee covers Consultant staff time and recruitment services as described in Exhibit A.

4.2 Expenses

The City shall reimburse Consultant for actual, reasonable, and documented expenses incurred in connection with the recruitment, including but not limited to:

- Advertising expenses (estimated \$1,600–\$2,100),
- Direct mail announcements (approximately \$1,700),
- Consultant travel (IRS mileage rate; travel time at \$45/hour; lodging as needed),
- Background checks (approximately \$170 per candidate),
- Printing and shipping of interview packets

Candidate travel expenses shall be coordinated separately and may be reimbursed directly by the City. Consultant shall not mark up expenses.

5. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee of the City. Consultant shall be solely responsible for:

- Payment of taxes,
- Industrial insurance coverage,
- Unemployment insurance,
- Employee benefits for its personnel.

No City employee relationship is created by this Agreement.

6. COMPLIANCE WITH LAW

Consultant shall comply with all applicable federal, state, and local laws, including but not limited to:

- Chapter 39.04 RCW (Public Works & Personal Services),
- Chapter 42.23 RCW (Code of Ethics),
- Chapter 42.56 RCW (Public Records Act),
- Washington Law Against Discrimination (Chapter 49.60 RCW),
- Immigration Reform and Control Act requirements.

Consultant shall not discriminate in recruitment outreach and shall actively seek a diverse and qualified candidate pool consistent with its proposal.

7. PUBLIC RECORDS

Consultant acknowledges that records relating to this Agreement may constitute public records under Chapter 42.56 RCW.

Consultant shall:

- Retain recruitment records as required by law;
- Provide records to the City upon request;

- Assist the City in responding to public records requests;
- Not release records directly without City authorization.

The City shall make final determinations regarding disclosure.

8. CONFIDENTIALITY

Consultant shall maintain confidentiality of candidate materials to the extent permitted by Washington law. Consultant understands that candidate identities and application materials may be subject to public disclosure under Washington law unless an exemption applies.

9. INSURANCE

Consultant shall maintain:

- Commercial General Liability Insurance (\$1,000,000 per occurrence),
- Professional Liability (Errors & Omissions) Insurance (\$1,000,000),
- Workers' Compensation coverage as required by law.

Certificates of insurance shall be provided upon request.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from claims arising out of Consultant's negligent acts, errors, or omissions in performance of this Agreement.

11. WARRANTY AND GUARANTEE

11.1 Repeat Recruitment

If no top candidate is selected after following the major elements of Consultant's process, Consultant shall repeat the recruitment without additional professional fee; the City shall remain responsible for expenses

11.2 Replacement Guarantee

If the selected finalist resigns or is terminated for cause within one (1) year of employment, Consultant shall conduct one replacement search without additional professional fee; the City shall remain responsible for expenses.

12. TERMINATION

The City may terminate this Agreement at any time by written notice. Upon termination, the City shall pay Consultant for:

- Professional fees earned to date; and
- Reimbursable expenses incurred prior to termination

13. ASSIGNMENT

Consultant shall not assign this Agreement without prior written consent of the City.

14. NON-WAIVER

Failure of either party to enforce any provision shall not constitute a waiver of that provision.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. Venue for any

litigation shall lie exclusively in Skamania County Superior Court.

16. AUTHORIZATION

This Agreement shall become effective only upon:

- 1. Approval by the Stevenson City Council at a public meeting; and
- 2. Execution by the Mayor pursuant to RCW 35A.12 and the Stevenson Municipal Code.

17. ENTIRE AGREEMENT

This Agreement, including Exhibit A, constitutes the entire agreement between the parties and supersedes all prior discussions.

SIGNATURES

CITY OF STEVENSON

By: _____

Mayor, Jenny Taylor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney, Robert C. Muth

PROTHMAN COMPANY

By: _____

Sonja Prothman, Owner/CEO

Date: _____

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