

CITY OF STEVENSON, WASHINGTON

RESOLUTION NO. 2026-469

AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, AMENDING RESOLUTION NO. 2026-469; APPROVING A FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT WITH PROTHMAN COMPANY TO PROVIDE LIMITED INTERIM ADMINISTRATIVE SUPPORT SERVICES; AUTHORIZING ADDITIONAL COMPENSATION IN AN AMOUNT NOT TO EXCEED \$12,000; AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST 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 position of City Administrator remains critical to the effective administration of City operations and implementation of Council policy;
5. Until the City hires a new City Administrator, the Mayor requires limited interim administrative support to assist with operational activities and continuity of City administration;
6. Prothman Company is able to provide or arrange for interim administrative support services for an additional amount not to exceed Twelve Thousand Dollars (\$12,000.00);
7. The City Council finds that the interim services are professional services, are in the public interest, and are necessary to support City operations during the City Administrator recruitment and hiring process;
8. The City Council desires to amend Resolution No. 2026-469 to approve the First Amendment to the Personal Services Agreement and authorize the additional not-to-exceed compensation.

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 First Amendment.

Resolution No. 2026-469 is amended to approve the First 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 limited interim administrative support services to assist the Mayor with operational activities until the City hires a new City Administrator, until the authorized amount is exhausted, or until the services are terminated, whichever occurs first.

Section 2. Additional Budget Authorization.

In addition to the amounts authorized by Resolution No. 2026-469, the City Council authorizes payment to Prothman Company for interim administrative support services in an amount not to exceed Twelve Thousand Dollars (\$12,000.00), payable from appropriated funds within the City's budget. No additional compensation for interim services may be paid without further Council authorization.

Section 3. Authorization to Execute.

The Mayor is authorized and directed to execute the First 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, and the City budget.

Section 4. No Independent Appointment Created.

Approval of this Resolution and the First Amendment does not independently appoint any person as City Administrator, City employee, or City officer. Any interim individual provided under the First Amendment shall function as an independent contractor providing administrative support unless separately appointed or authorized in accordance with applicable law and City procedure.

Section 5. Ratification.

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

Section 6. 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 _____, 2026.

CITY OF STEVENSON

By: _____

Jenny Taylor, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Robert C. Muth, City Attorney

EXHIBIT A

FIRST AMENDMENT TO PERSONAL SERVICES AGREEMENT

City Administrator Recruitment Services / Interim Administrative Support Services

City of Stevenson, Washington

This First Amendment to Personal Services Agreement (“First 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 original Agreement authorizes Consultant to provide professional recruitment services for the City Administrator search, including stakeholder interviews, position profile development, outreach, candidate screening, finalist interview facilitation, reference checks, and related recruitment services.
- C. The City continues to operate under the mayor-council form of government, and the Mayor is the chief executive and administrative officer of the City, with general supervision of the administration of City government and City interests, subject to applicable law, ordinance, and Council budget authority.
- D. While the City completes the recruitment and hiring process for a new City Administrator, the City requires limited interim administrative support to assist the Mayor with operational activities and continuity of City administration.
- E. Consultant is able to provide, or arrange for, qualified interim administrative support services for a not-to-exceed amount of Twelve Thousand Dollars (\$12,000.00), subject to the terms of the Agreement as amended herein.
- F. The City Council has authorized this First Amendment and the additional not-to-exceed compensation by separate amendment to Resolution No. 2026-469.

AGREEMENT

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

1. Additional Scope of Services - Interim Administrative Support.

In addition to the recruitment services described in the Agreement, Consultant shall provide or arrange for interim administrative support services to assist the Mayor with operational activities of the City until the City hires a new City Administrator, until the not-to-exceed amount is exhausted, or until terminated under the Agreement, whichever occurs first.

2. Nature of Interim Services.

The interim services are intended to support continuity of City operations and 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, and other administrative support tasks assigned by the Mayor and consistent with Washington law and City policy.

3. No Appointment; No Independent City Authority.

Unless separately appointed or authorized in accordance with applicable law, ordinance, and City procedure, any interim individual provided through Consultant shall serve only as an independent contractor providing administrative support. The interim individual shall not be deemed a City employee, appointed officer, or City Administrator by virtue of this First 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 First 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.

5. Compensation for Interim Services.

The City shall pay Consultant for interim administrative support services in an amount not to exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the City Council. Consultant shall invoice the City for actual services performed and approved reimbursable expenses, if any. No markup, expense, or additional charge shall be paid unless authorized by the Agreement, this First Amendment, and the City's approval of the invoice.

6. Records, Confidentiality, and Public Records.

Records created, received, or maintained in connection with interim services 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 confidentiality of privileged, personnel, executive session, and other protected information to the extent permitted or required by law.

7. Insurance and Indemnification.

The insurance, independent contractor, indemnification, compliance with law, termination, governing law, and venue provisions of the Agreement apply to the interim services provided under this First Amendment.

8. Termination of Interim Services.

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

9. Ratification of Remaining Terms.

Except as expressly amended by this First Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this First Amendment and the Agreement, this First Amendment controls as to interim administrative support services.

10. Authority.

Each person signing this First Amendment represents that they have authority to bind the party on whose behalf they sign. This First 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: _____

By: _____

Jenny Taylor, Mayor

Sonja Prothman, Owner/CEO

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney