

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
FROM: Mark McCauley, County Administrator
DATE: May 12, 2025

AGREEMENT Amendment No. 3; Professional Services Agreement with
The Greg Prothman Company, now known as Prothman Company,
(Prothman) for Executive Search Services

STATEMENT OF ISSUE:

In April, 2021 Jefferson County entered into a professional services agreement with Prothman for executive search services. The contract amount was not to exceed \$99,999 over the term of the agreement. The agreement was subsequently amended twice to handle additional recruitment activity. The County now has a need to recruit a Community Development Director, which will require an additional increase in the agreement's not to exceed amount.

ANALYSIS:

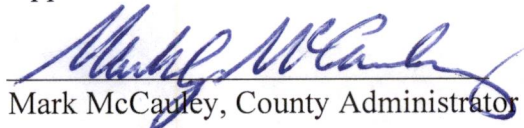
The agreement's not to exceed amount is currently \$129,499. There are funds remaining on the contract but since we haven't been billed for the most recent work by Prothman we don't know how much. Because of this we are adding an additional amount to ensure sufficient capacity to complete the upcoming recruitment activity without needing yet another amendment. Any amount remaining on the agreement will lapse when the agreement expires in 2026.

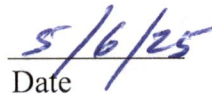
FISCAL IMPACT:

This amendment adds \$15,000 to the not to exceed amount bringing the total to \$144,499.

RECOMMENDATION:

Approve the attached Amendment No. 3 to the Professional Services Agreement with Prothman.


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Prothman

Contract No: Prothman - AM No. 3

Contract For: Executive Search Services

Term: Through April 2026

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: Additional \$15,000 - total \$144,499

Revenue: N/A

Expenditure: \$15,000 - total \$144,499

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund # 001-270

Munis Org/Obj 001-270

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☒ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/7/2025.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

Electronically approved as to form by PAO on 5/6/2025.

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Amendment No. 3 only addressing fees for consulting

services. Standard amendment language included. Prior amendments and original attached.

**Amendment No. 3 to the Professional Services Agreement Between Prothman
Company and Jefferson County for Executive Search Services**

This Amendment No. 3 to the Professional Services Agreement is made and entered into by and between The Greg Prothman Company, now known as Prothman Company ("Consultant") and Jefferson County, a political subdivision under the laws of the State of Washington ("County"), (collectively "Parties") for executive search services.

WHEREAS, the Parties want to amend the Professional Services Agreement entered into between them;

NOW, THEREFORE, the Parties agree as, follows:

1. Purpose. The purpose of this Amendment is to revise the not to exceed contract dollar amount as provided for in the original Professional Services Agreement. All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

2. Amendment.

The third sentence of Paragraph 3 is amended to read: "The total fees for consulting services may not exceed \$144,499 over the course of the contract and its renewal period(s)"

(SIGNATURES FOLLOW ON NEXT PAGE)

FOR THE PROTHMAN COMPANY:

Sonja Prothman, President

Date

FOR JEFFERSON COUNTY:

Heidi Eisenhour, Chair, Board of County Commissioners

Date

APPROVED AS TO FORM ONLY:

 for _____
Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

05/06/2025
Date

ATTEST:

Carolyn Gallaway, CMC
Clerk of the Board

Date

orig Prothman 11-13-23

Amendment No. 2 to the Professional Services Agreement Between Prothman Company and Jefferson County for Executive Search Services

This Amendment No.2 to the Professional Services Agreement is made and entered into by and between The Greg Prothman Company, now known as Prothman Company ("Consultant") and Jefferson County, a political subdivision under the laws of the State of Washington ("County"), (collectively "Parties") for executive search services.

WHEREAS, the Parties want to amend the Professional Services Agreement entered into between them;

NOW, THEREFORE, the Parties agree as, follows:

1. Purpose. The purpose of this Amendment is to revise the not to exceed contract dollar amount as provided for in the original Professional Services Agreement. All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

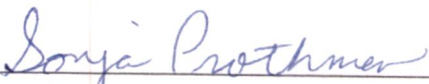
2. Amendment.

The third sentence of Paragraph 3 is amended to read: "The total fees for consulting services may not exceed \$129,499 over the course of the contract and its renewal period(s)"

(SIGNATURES FOLLOW ON NEXT PAGE)

~~10045~~ 10039 Prothman

FOR THE GREG PROTHMAN COMPANY:

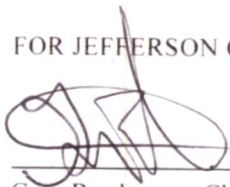


Sonja Prothman, President

11/20/2023

Date

FOR JEFFERSON COUNTY:



Greg Brotherton, Chair, Board of County Commissioners

11/13/23

Date

APPROVED AS TO FORM ONLY:



Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

November 8, 2023

Date

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
FROM: Mark McCauley, County Administrator
DATE: November 13, 2023

Amendment No. 2; Professional Services Agreement with The Greg
Prothman Company, now known as Prothman Company, (Prothman) for
Executive Search Services

STATEMENT OF ISSUE: In April, 2021 Jefferson County entered into a professional services agreement with Prothman for executive search services. The contract amount was not to exceed \$99,999 over the term of the agreement. The county expended most of the contract amount on various executive searches. The county now needs to recruit to fill the vacant Central Services Director position, which will require additional contract authority.

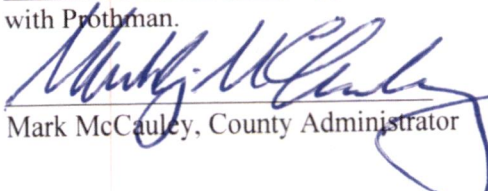
ANALYSIS: Prothman has offered to conduct a new search for a Central Services Director on an expenses-only basis. This means that they have waived their professional services fee for this recruitment since the position had been filled for less than a year since the last recruitment. This requires that the contract amount be increased to cover the expenses related to the current recruitment effort.

In addition, a search for a new County Administrator will be required at some point during the term of the current contract. Therefore, an additional \$19,500 should be added to the total not to exceed amount.

Staff is recommending an additional \$29,500 be added to the contract via Amendment No. 2, attached to cover the costs associated with these two recruitments.

FISCAL IMPACT: This amendment will potentially cost the county an additional \$29,500 to be paid out of the general fund - non-departmental.

RECOMMENDATION: Approve Amendment No. 2 to the Professional Services Agreement with Prothman.


Mark McCauley, County Administrator

Date

11/8/23

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Prothman

Contract No: Prothman - Am No. 2

Contract For: Executive Search Services

Term: Through 2026

COUNTY DEPARTMENT:	County Administrator
Contact Person:	Mark McCauley
Contact Phone:	360-385-9130
Contact email:	mmccauley@co.jefferson.wa.us

AMOUNT: \$29,500 additional - \$129,499 total

Revenue: N/A

Expenditure: \$29,500/\$129,499

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: 001-270

Munis Org/Obj: 001-270

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Amendment

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/8/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/8/2023.
Contract amendment.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

1 orig. Prothman
CC. And. } 1.24.22

Ref: 2031

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
EXECUTIVE SEARCH SERVICES**

Whereas, on April 5, 2021 the Board of County Commissioners executed a Professional Services Agreement with The Greg Prothman Company for executive search services; and

Whereas, that Agreement was in the amount of \$99,999; and

Whereas, Paragraph 5.a. of the Agreement established a not-to-exceed amount of \$19,500 for the Agency Executive position; and

Whereas, the first effort to hire an Agency Executive failed; and

Whereas, the Board of County Commissioners wishes to begin another recruitment effort for the Agency Executive position; and

Whereas, there is \$951.88 left of the \$19,500 approved for this recruitment; and

Whereas, the new recruitment effort will require an increase in the not-to-exceed amount in the Agreement;

Now, Therefore, the parties agree to amend the Agreement as follows:

That portion of Paragraph 5.a. which currently reads:

"provided that the total amount of payment to the Consultant shall not exceed \$19,500 for the Agency Executive position"

Is amended to read:

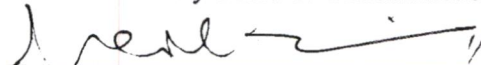
"provided that the total amount of payment to the Consultant shall not exceed \$25,000 for the Agency Executive position"

(SIGNATURES APPEAR ON THE NEXT PAGE)

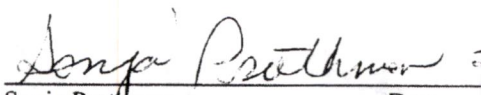
Prothman

DATED this 24th day of January, 2022.

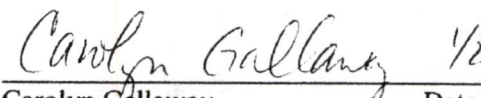
Jefferson County Board of Commissioners:

 1/24/22
Heidi Eisenhour, Date
Chair

The Greg Prothman Company

 21.1.22
Sonja Prothman, Date
President

Attest:

 1/24/22
Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

 January 20, 2022
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, Interim County Administrator

DATE: January 24, 2022

SUBJECT: Request Board of County Commissioners approval of Amendment No. 1 to the Professional Services Agreement with the Greg Prothman Company for Executive Search Services

STATEMENT OF ISSUE: The Board of County Commissioners executed a Professional Services Agreement with the Greg Prothman Company on April 5, 2021 for executive search services. The agreement was for \$99,999. It had a not-to-exceed limit of \$19,500 for the Agency Executive recruitment.

ANALYSIS: The first recruitment effort for an Agency Executive failed at the last minute when the selected candidate declined the county's offer of employment. The Board of Commissioners wish to mount a new recruitment effort. Because there is only \$951.88 left before the county hits the \$19,500 limit an amendment to the agreement to increase that limit is required.

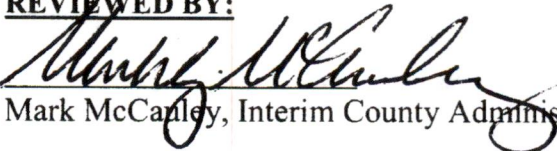
Steve Worthington, with Prothman, estimates the additional cost of this recruitment will be around \$4,000. This is based on additional advertising to target diverse groups and estimates regarding other costs that might be incurred. Staff is suggesting a new limit of \$25,000.

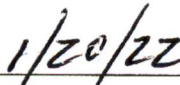
The attached amendment to the professional services agreement will increase the limit to \$25,000.

FISCAL IMPACT: Potential additional cost of \$5,500 which will be paid out of Non-departmental – General Fund.

RECOMMENDATION: That the Board of Commissioners approve the attached amendment to the professional services agreement with the Greg Prothman Company for executive search services.

REVIEWED BY:


Mark McCauley, Interim County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: The Greg Prothman Company

Contract No: PSA Prothman Am. No. 1

Contract For: Executive Search Services

Term: Three (3) Years

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: \$5,500

Revenue: N/A

Expenditure: \$5,500

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund # 001

Munis Org/Obj ND51890/410000

PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCEC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Mark McCauley 1/19/22
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Mark McCauley 1/19/22
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/19/2022.
Agency Executive Search dollar limit increased to \$25,000 only.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/20/2022.
Contract amendment.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator
Andy Rowson, Human Resources Manager

DATE: April 5, 2021

SUBJECT: Entering Into a Contract With The Greg Prothman Company to Perform Assigned Executive Search Services

BACKGROUND:

Over the next few years, the County anticipates some leadership staff positions may become vacant in various departments. These openings could occur from planned retirements or unanticipated career changes by the incumbent. In anticipation of these opening and to assist with recruiting the best-qualified applicants to fill these critical positions staff proposes retaining the services of an executive recruitment firm.

Staff contacted three executive search firms on the MRSC roster and requested proposals. Two responded. After evaluation, staff recommends entering into a three-year contract with Prothman, with one two-year renewal option. This recommendation is based primarily upon Prothman's:

- Experience in conducting state and regional searches for government entity leadership positions.
- A competitive fee of \$16,500 to \$19,500 per recruitment, plus expenses.
- A one-year candidate placement guarantee, where Prothman would conduct a second search at no additional cost to the county, except the Consultant's expenses, should the selected candidate leave Jefferson County employment before a period of at least one year.

With this agreement, the County would only engage Prothman for assigned manager, director or executive recruitments. In other words, the County could choose to undertake a selection process ourselves, or retain Prothman to conduct the recruitment at our option.

Also, while Prothman conducts regional searches to help assure the best applicant pool, internal and local candidates are strongly encouraged to apply. Typically, the best candidate pools include both internal and external applicants. Prothman assists with that process by engaging interested internal candidates and assisting them with the application process, even though they may be less experienced in applying for senior management job openings.

Also, importantly, Prothman conducts initial candidate screening for County review and approval. They also recommend finalists to be interviewed, for County review and approval. Having these candidate screening steps occur separate from County staff adds a level of impartiality to the process.

FINANCIAL IMPACT:

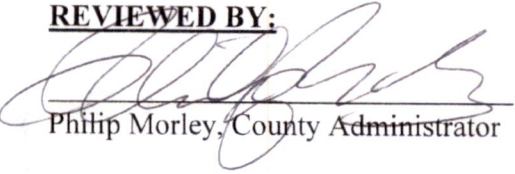
The total cost of the contract shall not exceed \$99,999 over the course of the full potential contract period of five years. Other expenses involved in a recruitment (such as consultant reimbursable costs, advertising, candidate travel, etc) would be paid outside of this contract.

Costs may be charged to the general fund or specific departments, depending upon circumstances for each recruitment.

RECOMMENDATION:

Authorize the County Administrator to enter into a contract with The Greg Prothman Company to perform assigned executive search services for an initial 3-year term with one 2-year renewal option. Total fees shall not exceed \$99,999.

REVIEWED BY:


Philip Morley, County Administrator

4/11/21
Date

CONTRACT REVIEW FORM

CONTRACT WITH: The Greg Prothman Company TRACKING NO.: _____
(Contractor/Consultant)

CONTRACT FOR: Services TERM: 3-years with renewal

COUNTY DEPARTMENT: County Administrator

For More Information Contact: Andy Rowilson, Human Resources Manager

Contact Phone #: 360-385-9133

RETURN TO: Andy Rowilson
(Person in Department)

RETURN BY: April 7, 2021

RECEIVED
APR 01 2021
JEFFERSON COUNTY
COMMISSIONERS

AMOUNT: \$99,999

PROCESS: ☐ Exempt from Bid Process
☒ Consultant Selection Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other

Revenue _____

Expenditure \$ 99,999

Matching funds Required _____

Source(s) of Matching Funds _____

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: _____

Date Reviewed: _____

☒ APPROVED FORM

☐ Returned for revision (See Comments)

Comments _____

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: by e-mail

Philip C. Hunsucker

Date Reviewed: 04/01/2021

Chief Civil Deputy Prosecuting Attorney

☒ APPROVED AS TO FORM

☐ Returned for revision (See Comments)

Comments _____

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form. Also, please send 2 copies of just the Contract(s) (with the originals) to the BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

orig: Prothman } H.5.2
(C: Ant.

Repin: 2030

PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE SEARCH SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE SEARCH SERVICES (this Agreement) is entered into between the Jefferson County Washington, a municipal corporation (County) and The Greg Prothman Company (UBI No. UBI Number:602 162 424, Consultant) in consideration of the mutual benefits, terms, and conditions below.

Prothman

1. Project Designation.

The Consultant is retained by the County to perform assigned executive search services for the County.

2. Scope of Services.

The Consultant agrees to perform executive search services for the recruitment and selection of senior management positions as specifically assigned by the County. Such services, including the provision of all labor, shall be provided consistent with the provisions of Appendix A, attached and incorporated into this Agreement.

3. Effective Date.

The effective date of this Agreement is the date that the last party signs this Agreement.

4. Term of this Agreement.

The term of this Agreement shall be for three years, starting on the Effective Date. The term of this Agreement shall renew annually for up to a total term of five years, unless a party gives the other party notice of termination. The total fees for consulting services may not exceed \$99,999 over the course of the contract and its renewal period(s).

5. Payment.

The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- a. Payment for the work provided by the Consultant shall be made as provided on Appendix B attached, provided that the total amount of payment to the Consultant shall not exceed \$19,500 for the Agency Executive position, \$18,000 for a Department Director position, and \$16,500 for a Manager position for each recruitment, excluding expenses, without express written amendment of this Agreement executed by both parties.
- b. For each search, the Consultant may submit invoices to the County for the professional fees in three equal installments: the first invoice upon initiation of the search, the second invoice after successful completion of the work session to identify the candidates for the final interviews, and the third invoice after final interviews, and the selected candidate has signed an employment agreement.

- c. For each search, the Consultant may submit invoices to the County for eligible reimbursable expenses once per month including receipts or a list of individual items/amount and their costs. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Eligible Consultant expenses include such direct costs as advertising, printing, binders, mailing and delivery, Consultant mileage at IRS rate, travel time, ferry cost, lodging if needed, background check costs.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
- f. If there are any inconsistencies between this section and Appendix B, this section shall control.

6. Ownership and Use of Documents.

All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not; however, County recognizes that the Consultant may copyright Prothman's layout and own graphics of the position profile for each search, while the County retains ownership of the profile's written content. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors.

7. Compliance with laws.

The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

8. Indemnification.

- a. The Consultant shall indemnify, defend and hold harmless the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

- c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- d. The provisions of this section shall survive the expiration or termination of this Agreement

9. Insurance.

The Consultant shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

- a. Workers' Compensation (Industrial Insurance).
 - i. If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, Worker's Compensation Insurance as required by Title 51 RCW pursuant to this section.
 - ii. The limits of such insurance shall include Employer's Liability with limits meeting all applicable state and federal laws.
 - iii. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
 - iv. The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
 - v. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.
- b. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,00,000 each occurrence.

- c. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the Agreement specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
- i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- d. Requirements for All Insurance.
- i. Such insurance coverage shall be evidenced by one of the following methods:
 - A. Certificate of Insurance; or,
 - B. Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
 - ii. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - iii. Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
 - iv. The Consultant's insurers shall have no right of recovery or subrogation against the County, its officers, officials, employees, agents and volunteers (and their marital communities), it being the intention of the parties that the insurance policies so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.

- v. Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County, its officers, officials, employees, agents and volunteers (and their marital communities) for payment of any premiums or for assessments under any form of insurance policy.
- vi. All deductibles in the Consultant's insurance policies shall be assumed by and be at the sole risk of the Consultant.
- vii. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.
- viii. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy the Consultant shall provide to comply with this Agreement.
- ix. The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.
- x. The Consultant shall provide a copy of all insurance policies specified in this Agreement.
- xi. Written notice of cancellation or change in the Consultant's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.
- xii. The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its officers, officials, employees, agents and volunteers (and their marital communities).
- xiii. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, agents and volunteers (and their marital communities).
- xiv. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- xv. The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements

for each subcontractor. All insurance coverage for subcontractors shall be subject to all the requirements stated in this Agreement. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

- xvi. The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced.
- xvii. The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- xviii. Certificates of insurance as required by this Agreement shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- xix. The County shall be named as an "additional insured" on all insurance policies required by this Agreement.
- xx. The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include:
 - A. The limits of overage;
 - B. The project name and agreement number to which it applies;
 - C. The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and,
 - D. A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County.
- xxi. To the extent a certificate of insurance lists or refers to any endorsements solely by name, description or number it shall be the responsibility of the Consultant to obtain and provide to the Jefferson County Risk Management full and complete copy of the texts of such endorsements.
- xxii. If the proof of insurance or certificate indicating the County is an "additional insured" to an insurance policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the

Consultant to obtain the full text of that endorsement and forward that full text to the County.

10. Independent Contractor.

- a. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.
- b. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
- c. The Consultant agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent Consultant for services rendered to the County under this Agreement. Should any governmental agency audit any of the files and request information on either the Consultant or the County, the Consultant and the County agree to furnish immediately the requesting party with any records, including tax returns, relating to the services rendered under this Agreement.
- d. No subcontractor, employee, agent or representative of the Consultant will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

11. Covenant Against Contingent Fees.

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. Discrimination Prohibited.

The Consultant will not discriminate against any person in performance of the Consultant's services under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of

a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

13. No Harassment or Discrimination. Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Consultant shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.
14. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
15. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
16. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
17. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.
18. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
19. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.
20. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
21. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
22. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
23. Public Records Act.

- a. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.
 - b. The Consultant also agrees that upon receipt of any written public record request, the Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
24. Warranty if Top Candidate Not Chosen. Should a top candidate not be chosen for any search under this Agreement, the Consultant will repeat the recruitment once at no cost to the County, except the Consultant's expenses. For each search, if a selected finalist is successfully hired, and is terminated or resigns within one year from the employment date, the Consultant will conduct one replacement search for that position at no cost to the County, except the Consultant's expenses. the Consultant expenses include such direct costs as advertising, printing, binders, mailing and delivery, the Consultant mileage at IRS rate, travel time, ferry cost, lodging if needed, background check costs.
25. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
26. Termination.
- a. The County reserves the right to terminate this Agreement or a search under this Agreement at any time by giving ten (10) days written notice to the Consultant. The County shall be liable only for the professional fees and eligible expenses for work successfully completed up to the effective date of the termination.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
27. Notices. Notices to the County shall be sent to the following address or by e-mail to:

Andy Rowilson, Human Resources Manager
Jefferson County Administrator's Office
P.O. Box 1220
Port Townsend, WA 98368

arowilson@co.jefferson.wa.us

Notices to the Consultant shall be sent to the following address:

The Greg Prothman Company
371 NE Gilman Blvd., Suite 310
Issaquah, WA 98027

28. Controlling Law.

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

29. Litigation/Jurisdiction/Venue.

- a. Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.
- b. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

30. Legal and Regulatory Compliance. The Consultant shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement.

31. Entire Agreement. The parties agree that:

- a. No representation or promise not expressly contained in this Agreement has been made.
- b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement.
- c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

32. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental

purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

33. Representations and Warranties. The parties represent and warrant that:

- a. Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made;
- b. Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America;
- c. The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws;
- d. Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and,
- e. Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

(SIGNATURES FOLLOW ON NEXT PAGE)

THE GREG PROTHMAN COMPANY

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Sonja Prothman V.P. 4/8/21
Sonja Prothman, Vice President Date

KD 4/5/21
Kate Dean, Chair Date

Attest:

Carolyn Gallaway 4/5/21
Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

P.C. Hunsucker April 1, 2021
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A: SCOPE OF WORK

In coordination with the County Administrator and County staff, and for each position:

1. Meeting stakeholders to establish recruitment needs of the County and sought-after candidate attributes, skills and abilities including assessing the County's:
 - a. Ability to attract qualified applicants under the County's current compensation in relation to the community's location, amenities and cost of living; and,
 - b. The County's 7 comparison counties; and the overall competitive marketplace;
2. Marketing and distributing the position profile using appropriate professional publications, internet job sites, contacts and networks;
3. Conducting a recruitment campaign, including creating a position profile;
4. Screening applicants, including but not limited to:
 - a. Identifying candidates for interview;
 - b. Verifying education; and,
 - c. Conducting criminal, , and media background checks;
5. Assisting the County in interviewing appropriate candidates and notifying unsuccessful applicants;
6. Assist the County Administrator or hiring official in negotiating an employment contract, including facilitating job offer(s) between the County and a successful candidate; and,
7. In the event that the selected candidate leaves Jefferson County employment before a period of at least one year, conduct an additional recruitment as specified in this Agreement at no cost to the county, except the Consultant's expenses.

Perform all the tasks outlined in the Consultant's Proposal, attached as Appendix C.

APPENDIX B: BUDGET AND PAYMENT

Professional Fee

The fee for conducting each full recruitment, with a one-year guarantee, is \$19,500 for the Agency Executive position, \$18,000 for a Department Director position, and \$16,500 for a Manager position, plus expenses. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and onsite meetings with the County, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. The Consultant does not mark up expenses and the Consultant works diligently to keep expenses at a minimum and keep records of all expenditures. The County will be responsible for reimbursing expenses incurred by the Consultant on the County's behalf. Expenses per recruitment include:

- Newspaper, trade journal, websites, and other advertising (approx. \$1,500 - 1,900)
- Direct mail announcements (approx. \$1,900 - 2,100)
- Interview Binders & printing of materials (approx. \$200 - 600)
- Delivery expenses for Interview Binders (approx. \$100 - 400)
- Consultant travel: Mileage at IRS rate, travel time at \$65 per hour, ferry cost, lodging (approx. \$450 - 600 per trip)
- Background checks performed by Sterling (approx. \$175 per candidate)
-
- Candidate Travel. The Consultant cannot estimate travel costs for candidates because they vary based on the number of candidates, the distance of travel, the length of stay, and whether spouse travel is included. If requested, the Consultant will coordinate candidates' travel receipts for submission to the County for direct reimbursement to the candidates by the County.
- Invoices. Professional fees shall be invoiced in three equal installments. Expenses shall be invoiced monthly.