



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

November 7, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Prothman for the management of the recruitment process for County Counsel position. Total value not to exceed \$35,000 for length of contract set at June 30,2024. Funding through County General Funds.

Previous Board Action/Review	1. On October 24, 2023, staff presented a recommended search firm; Prothman to the Board of County Commissioners (BCC). BCC approved recommended search firm.		
Performance Clackamas	1. Build public trust through good government		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jared Haddock	Contact Phone	503-742-5485

EXECUTIVE SUMMARY: On October 24, 2023, staff presented a recommendation for the selection of an executive search firm that would be used for the County Counsel recruitment. The Board of County Commissioners approved staff recommendation of Prothman as the search firm that will manage the recruitment process. Prothman will manage all aspects of the County Counsel recruitment including developing a position profile, advertisement, application review, preliminary screening, recommendation of finalist, final interview structure design, as well as communicate and coordinate with all candidates throughout the recruitment process.

Prothman will conduct a national recruitment to attract top talent for the position of County Counsel which is a critical role for Clackamas County as well as the community.

Once the contract is signed, Prothman will begin their work as outlined in their action plan which also represents the hiring procedures that will be used for this recruitment.

RECOMMENDATION: Staff respectfully recommend approval of the Personal Services Contract between Clackamas County and Prothman.

Respectfully submitted,

Evelyn Minor-Lawrence, Director
Department of Human Resources

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8751**

This Personal Services Contract (this “Contract”) is entered into between Prothman Company (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Clackamas County Administration.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024.
- 2. Scope of Work.** Contractor shall provide the following personal services: Executive Search Firm Services for a Chief Legal Office (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **thirty- five thousand dollars (\$35,000.00)** for accomplishing the Work required by this Contract. Consideration is inclusive of \$19,500 for recruiting efforts (the “Professional Fee”) and an additional \$15,500 for “Expenses,” as those terms are described in Exhibit A. Consideration rates are on a flat fee basis with respect to the \$19,500 Professional Fee, and a time and materials basis for the \$15,500 for Expenses at the rates specified in Exhibit A. The Professional Fee will be paid in three installments in accordance with Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Jared Haddock.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and County Contacts.

Contractor Administrator: Sonja Prothman Phone: 206-368-0050 Email: sonja@prothman.com	County Administrator: Jared Haddock Phone: 503-742-5485 Email: jhaddock@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are

deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County" with the exception of the Prothman Company copyrighted 'Position Profile' format. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for Expenses incurred and payment of the installment of the Professional Fee owing as of the date of notice of termination, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. Reserved.**
- 30. Reserved.**
- 31. Reserved.**
- 32. Reserved.**
- 33. Reserved.**

34. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE

ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Prothman Company
Sonja Prothman 11/1/2023
Authorized Signature Date
Sonja Prothman, CEO
Name / Title (Printed)
1860075-98
Oregon Business Registry #
DBC/Washington
Entity Type / State of Formation

Clackamas County

Signature Date
Name: _____
Title: _____
Approved as to Form:
[Signature] 11/01/2023
County Counsel Date

EXHIBIT A SCOPE OF WORK

Contractor will perform the following recruitment services (“Work”) in performing the Work, Contractor will comply with all federal and state laws governing the recruitment process.

SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- Review the scope of work and establish project schedule

Information Gathering and Research (Soliciting Input)

Contractor will travel to Clackamas County or meet via Zoom to learn information necessary to assist Contractor in preparing a recruitment strategy. The goal is to thoroughly understand the values and culture of Clackamas County, as well as the preferred qualifications County desires in the next Chief Legal Officer, referred to as the Clackamas County Counsel.

Contractor will:

- Meet with the Board of County Commissioners and the Clackamas County Administrator
- Meet with staff designees
- Meet with the current County Counsel;
- Meet with Legal Department Staff, as directed
- Meet with other stakeholders, as directed
- Review all documents related to the position

Position Profile Development (Identifying the Ideal Candidate)

Contractor will develop a profile of ideal candidate (the “Position Profile”). Once the Position Profile is written and approved by County, it will serve as the foundation for our determination of a candidate’s “fit” within the organization and community. Profiles include the following:

- A description of the ideal candidate’s qualifications
 - Including, but not limited to, years of related experience and ideal personality traits
- Organization-specific information
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- Community-specific information
- Compensation package details
- Information on how to apply

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (Locating Qualified Candidates). Contractor will perform the following outreach and advertising work to locate and recruit qualified candidates:

- Print and Internet-based Ads placed nationally in professional publications, journals, and related websites.
- Targeted direct mail recruitment brochures sent directly to hundreds of county/city attorney professionals who are not actively searching for a new position.
- Focused candidate outreach via thousands of emails and personal networking from our database of city/county attorney professionals.
- Posting the Position Profile on Prothman’s Facebook and LinkedIn pages, and on the Prothman website, which receives over five thousand visits per week from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (Narrowing the Field)

Once the application deadline has passed, Contractor will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as a guide, Contractor will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities, and communication style). After the initial screening, Contractor will take the yes's and maybe's and complete a second screening where they take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** Contractor will conduct an internet publication search on all semifinalist candidates prior to their interviews. If anything is found out of the ordinary, Contractor will discuss this during the initial interview and bring this information to the County, which will decide, in its sole discretion, whether such information is relevant to the recruitment.
- 3) **Personal Interviews:** Contractor will conduct in-depth videoconference or in-person interviews with the top 4 to 12 candidates. During the interviews, Contractor will ask technical questions to gauge their competency, and design interviews to measure the candidate's fit within the County's organization.

Candidate Presentation (Choosing the Finalists)

Contractor will prepare and send to the County candidate packets which include each candidate's application materials and the results of the personal interviews and publication search.

Contractor will travel to Clackamas County or meet via Zoom and advise the County of the candidates meeting the qualifications, Contractor's knowledge of them, and their strengths and weaknesses relative to fit within the County organization. Contractor will give Clackamas County recommendations and then work with the County to identify the top 3 to 6 candidates to invite to the final interviews.

Contractor will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process (Selecting the Right Candidate)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- Elements of the design process include:
 - Deciding on the structure of the interviews
 - Deciding on an evening reception
 - Deciding on candidate travel expenses
- **Background Checks**
Background checks include the following:
 - References
 - Education Verification, Criminal History, Driving Record and Sex Offender Check
- **Candidate Travel Coordination**
After Clackamas County has identified the travel expenses the county wishes to cover, Contractor will work with the candidates to organize the most cost-effective travel arrangements.
- **Final Interview Packets**
The Final Interview Packets include the candidates' application materials and sample interview questions and are the tool that keeps the final interview process organized.
- **Final Interviews with Candidates**
Contractor will travel to Clackamas County and facilitate the interviews. The interview process usually begins with a morning briefing where the schedule and process will be discussed with all

those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.

- Candidate Evaluation Session: After the interviews are complete, Contractor will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or interview sessions if needed.
- Facilitate Employment Agreement: Once the top candidate has been selected, Contractor will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

5. Warranty

Repeat the Recruitment

If a top candidate is not chosen, Contractor will repeat the recruitment with no additional Professional Fee, the only cost to the County would be for the Expenses, as those terms are defined below.

6. Guarantee

Replacement Recruitment

Contractor will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, Contractor will conduct one replacement search with no additional Professional Fee, the only cost to the County would be for the Expenses, as those terms are defined below.

FEE & EXPENSES

Professional Fee

The fee for conducting a Chief Legal Officer full recruitment with a one-year guarantee is a flat fee in the amount of \$19,500 (the "Professional Fee"). The Professional Fee covers all Contractor staff time required to conduct the recruitment. This includes all correspondence with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing direct mail letters, creating and coordinating the email campaign, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

The Professional Fee will be billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. Contractor will not markup Expenses and will work diligently to keep expenses at a minimum and keep records of all Expenses. Clackamas County will be responsible for reimbursing Expenses Contractor incurs on behalf for each recruitment in an amount not to exceed \$15,500. Expenses for each recruitment are:

- Trade journal, LinkedIn, and associated website advertising (approx. \$1,400 - \$1,700)
- Direct mail announcements (\$1,800)
- Consultant travel: mileage at IRS rate, travel time at \$40 per hour, lodging if needed (approx. \$450 - \$700 per trip)
- Interview Packets and Shipping: (approx. \$150 - \$350)
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

All candidate travel must be approved by the County prior to making arrangements resulting in a cost.

Candidate travel: unless otherwise directed by the County, Contractor will pay for all candidate travel expenses and will receive reimbursement in accordance with County’s travel policy. All candidate travel must be first approved by the County prior to an expense occurring.

Cancellation

County will have the right to cancel the search at any time. The only obligation would be the portion of Professional Fees and Expenses incurred prior to cancellation.

Equal Opportunity

Contractor recognizes the importance and wisdom of a diversity rich candidate pool and for every recruitment conducted, Contractor will reach out to and attract the most qualified and diverse candidate pool as possible for the County.

All qualified applicants are considered in accordance with applicable laws prohibiting discrimination on the basis of race, religion, color, gender, age, national origin, sexual orientation, physical or mental disability, marital status or veteran status or any other legally protected status. Contractor will provide assistance in the recruitment, application and selection process to applicants with disabilities who request such assistance.

Proposed Schedule

Blue highlighted / bolded events represent meetings with the client. The timeline below serves as a guide and can be adjusted to meet client and business needs. Once the position profile is approved, a timeline of events will be established.

Date	Topic
Upon issuance of Notice to Proceed (NTP)	Travel to Clackamas County for stakeholder interviews. Gather information for Position Profile. Send Position Profile for review and approval.
7 days from Approved Position Profile	Post Profile and Start Advertising
14 days from Approved Position Profile	Send Direct Mail
33 days from Approved Position Profile	Application Closing Date
45-55 days from Approved Position Profile	Prothman screens applications & interviews top 6 - 12 candidates
50-60 days from Approved Position Profile	Meet for Work Session to review semifinalists and pick finalists, and design final interviews
60-70 days from Approved Position Profile	Travel to Clackamas County for Final Interview Process

Proposal
for
**Chief Legal Officer
Recruitment Services**



Leadership is Key to the Sustainability of Any Organization

Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.

Finding great leaders is what we do!

***P*ROTHMAN**

Executive Recruitment

Interim Staffing. Application Software. Job Board.

STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Founded in 2002, Prothman specializes in providing executive recruitment services to cities, counties, districts, and other governmental agencies throughout the United States. Driven by our passion for local government, we do what we do because we love helping organizations thrive! Having served organizations both large and small, near and far, our entire team believes that no job is too big or too small, we are happy and excited to help.

OUR EXPERTISE

Firsthand Knowledge of Local Government: Our lead consultants have dedicated their lives to local government and joined Prothman upon retiring from their distinguished careers. Our 21 years of recruiting experience, combined with each of our consultants' 30+ years of local government experience, provides our clients with a solid and effective team that can handle any senior level or highly specialized position recruitment.

Recruitment Knowledge and Experience: The Prothman team has conducted over 750 recruitments and interim placements. We have read and screened over 16,000 resumes, and we have personally interviewed over 8,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

OUTREACH EXPERTS

Our Ability to Connect to Potential Candidates is Unmatched! Our thorough approach to each recruitment ensures that we are casting the widest net possible to find the right candidate that will fit your needs. Our outreach program includes personal contacts and networking, individual direct mail job announcement campaigns, individual email job announcement campaigns, extensive utilization of social media, thorough advertising placements, and other creative strategies specific to the position.

OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

OUR GUARANTEE

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

CONTACT INFORMATION

Owner/CEO: Sonja Prothman - sonja@prothman.com, 206.368.0050
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027
www.prothman.com

Submission Date: September 27, 2023

STATEMENT OF QUALIFICATIONS - PROJECT TEAM

Steve Worthington - Project Lead

Steve joined Prothman in 2012 and brings over 30 years of successful leadership in local government and is currently serving as Mayor and his third four-year term as a Council Member for the City of University Place, Washington. Prior to retirement after six years as the City Manager for the City of Fife, WA, Steve served as Community Development Director for six years in Fife and for nine years for the City of Cheney, WA. Steve was also an economic development specialist for the Spokane Economic Development Council, a member of the Association of Washington Cities Legislative Task Force, and an Economic Development Board Tacoma/Pierce County Trustee. Steve has a Bachelor of Arts degree in Speech Communications from the University of Washington, and a Master of Public Administration degree from Eastern Washington University.

Richard Kuhns - Project Support

Richard began his 30-year career in public service as a police officer in Del Norte County, CA, and next as a Behavioral Counselor for the Del Norte County Department of Mental Health where he managed a juvenile program for at risk youth. Richard recently retired as County Administrative Officer for Trinity County, CA, and served eleven years as the Regional Housing Authority Director of the Shasta, Siskiyou, Trinity, Modoc Housing Authority and concurrently served as the Executive Director of the Shasta County Community Action Agency. Richard earned his Bachelor of Science degree in Business Management from Brigham Young University, his Master of Arts degree in Behavioral Science from California State University-Dominguez Hills, and his Doctorate in Psychology from California Southern University.

Sonja Prothman - Project Support

As owner and CEO, Sonja directs the day-to-day operations of the Prothman Company and has over 17 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the “elected official” side of government – a vital perspective for understanding our clients’ needs. Sonja also brings private sector expertise, having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor’s degree in Communications from the University of Washington.

Barry Gaskins - Project Support

Barry has been a key member of the Prothman team for 18 years and is responsible for office and candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor’s degree from California State University.

Jared Eckhardt - Project Support

Jared has been a key member of the Prothman team for over seven years and is responsible for profile development and candidate outreach. Jared works one-on-one with the client for position profile development and works with Sonja and the lead consultant on each client’s outreach strategies. Jared also functions as recruitment support as a secondary lead consultant on recruitments and special projects. Jared graduated from the University of Washington, earning his BA in Communications.

Attorney Recruitments 2023

Douglas County, OR
Deputy District Attorney 1, 2, & 3

City of McMinnville, OR
City Attorney

Attorney Recruitments Last 3 years

City & County of Broomfield, CO
City & County Attorney

Gunnison County, CO
Deputy County Attorney

Inyo County, CA
County Counsel

Kittitas County, WA
Dep. Prosecuting Attorney I – III

Ouray County, CO
County Attorney

City of Salem, OR
Assistant City Attorney, II

City of Thornton, CO
City Attorney

Current Recruitments

Adams County Fire Rescue, CO
Fire Chief

City of Box Elder, SD
Assistant Public Works Director
Assistant Finance Officer

City of Cedar Falls, IA
Principal Engineer

Clallam County Fire District 3, WA
Fire Chief

Clifton Fire Protection District, CO
Fire Chief

**East Grays Harbor Fire &
Rescue, WA**
Executive Admin. Assistant

City of Fairview, OR
Engineering Manager
Senior Accountant
Public Works Director

City of Fallon, NV
Electric Utilities Director
Journeyman Lineman

Graham Fire & Rescue, WA
Finance Specialist

Hood River County, OR
County Administrator

King County Fire District #2, WA
Finance Manager
Human Resources Manager

Kootenai County EMS System, ID
Chief Officer

City of Madras, OR
City Administrator

Mariposa County, CA
Division Director of
Administrative Services - HHS

Port of Olympia, WA
Executive Director

City of Pasco, WA
Human Resources Director

City of Port Angeles, WA
Civil/Utility Engineer -
Stormwater

**Red, White & Blue Fire
Protection District, CO**
Fire Chief

San Juan County, WA
Community Development Dir.

Port of Skagit, WA
Director of Real Estate

Skagit Transit, WA
Capital Projects Manager

Town of Superior, CO
Planning and Building Director

Synchronous Risk Management, WA
(Deputy) Finance Director

City of Toppenish, WA
Budget and Finance Director

Vineyard City, UT
City Manager

Wasco County, OR
Human Resources Director

**Windsor Severance Fire
Rescue, CO**
Fire Chief

Recruitments Last 3 years

Annenberg Foundation, CA
Director of Accounting and
Finance

City of Ashland, OR
Human Resources Director

Spokane Airports, WA
Executive Assistant/Confidential
Secretary

Skookum Contract Services, WA
Utility Manager

City of Port Townsend, WA
Deputy Public Works
Director/City Engineer

Town of Avon, CO
Public Works Director

City of Sutter Creek, CA
Public Works Director

City of Bainbridge Island, WA
Public Works Manager

Bainbridge Island Fire Dept., WA
Deputy Fire Chief

Basin Recreation, UT
Business Manager

Beacon Hill Water & Sewer Dist., WA
Accounting Clerk

City of Belgrade, MT
City Manager

City of Bellingham, WA
Police Chief

Port of Bellingham, WA
Dir. of Real Estate & Asset Management
Marine Terminals Business Dev. Mgr.
Director of Aviation

Ben Franklin Transit (WA)
General Manager
Financial Services Manager
Director of Marketing
Sr. Mgr. of Safety & Environmental Svcs.
Senior Manager of Operations
Chief People Officer
Chief Planning & Development Officer
Senior Manager of Human Resources
Senior Manager of Customer Experience
Chief Financial Officer
Senior Manager of Finance

BERK Consulting, WA
Senior Planner

City of Bingen, WA
City Administrator

City of Boardman, OR
Deputy City Manager

Bonner County, ID
Information Systems Manager
Staff Engineer
Accountant
Network Engineer
Data Systems Analyst
Comptroller

City of Box Elder, SD
City Engineer
City Clerk

City of Bremerton, WA
Engineering Project Mgr.–Transp.

City of Brier, WA
Police Chief

Brighton Fire Rescue District, CO
Fire Chief

City of Buckley, WA
City Administrator

Cannon Beach Fire & Rescue, OR
Fire Marshal

Cedar River Water-Sewer Dist., WA
Operations Manager

Chelan County PUD, WA
Procurement & Contracting Mgr.

Clallam Transit, WA
Finance Manager

Clark County, WA
Public Works Director
Capital Project Manager III
Preservation Section Manager
Engineering Svcs. Division Mgr.
County Roads Capital
Programming Manager
County Engineer

Port of Clarkston, WA
Executive Director

Clatsop County, OR
Director of Public Health

City of College Place, WA
Public Works Director

**Columbia 911
Communications District, OR**
Chief Financial Officer

Columbia Industries, WA
Chief Financial Officer
Chief Operating Officer

Columbia River Fire & Rescue, OR
Fire Chief

City of Connell, WA
City Administrator

City of Coquille, OR
City Manager
Finance/HR Director

City of Corvallis, OR
Building Official
Assistant Building Official

City of Covington, WA
Community Development Dir.

Cowlitz 2 Fire & Rescue, WA
Fire Chief

Cowlitz 911 (WA)
Executive Director

**Cowlitz-Wahkiakum Council of
Governments, WA**
Planner II / III

Crook County, OR
Finance Director

Douglas County, OR
Chief Financial Officer
Deputy Finance Officer

Douglas County, WA
Planning Director

Douglas County Sewer Dist., WA
District Manager

**Duvall-King County Fire
District 45, WA**
Deputy Fire Chief

City of Eagle Point, OR
Public Works Director

**East Grays Harbor Fire &
Rescue, WA**
Fire Chief

El Dorado County, CA
Chief Administrative Officer

City of Ellensburg, WA
City Manager

Elmhurst Mutual Power & Light, WA
Director of Finance & Administration

Enumclaw Fire, WA
Deputy Fire Chief

City of Ephrata, WA
City Administrator

Town of Erie, CO
Finance Director

Port of Everett, WA
Chief Financial Officer

**Federal Public Defender -
Northern District of California**
Computer Systems Administrator

City of Federal Way, WA
Economic Development Director

City of Ferguson, MO
City Engineer
Community Development Director

City of Fircrest, WA
Police Chief

Flathead County, MT
Health Officer

Foothills Rails-to-Trails Coalition, WA
Executive Director

Town of Friday Harbor, WA
Town Administrator

Garfield County, WA
Public Works Director / County Engineer

Gig Harbor Fire & Medic One, WA
Fire Chief

City of Gillette, WY
Police Chief

Graham Fire & Rescue, WA
Chief Financial Officer/Secretary
Executive Assistant
Human Resources Director

City of Grandview, WA
City Administrator

City of Granger, WA
City Clerk/Treasurer

Grant County Fire District 8, WA
Fire Chief

Grant Transit Authority, WA
General Manager

City of Grants Pass, OR
Fire Chief
Superintendent - Wastewater

Grays Harbor Transit (WA)
Maintenance Manager

Gunnison County, CO
Human Resources Director
IT Director
Dep. Dir. of Health & Human Svcs.
Planning Manager

Housing Kitsap, WA
Executive Director

City of Hubbard, OR
City Administrator

Intercity Transit, WA
Development Director

Island County, WA
County Administrator

Town of Jackson/START Bus, WY
Transit Director

Jefferson County, OR
Community Development Director
Human Resources Manager
Finance Director

Jefferson County, WA
County Administrator
Community Development Director
Central Services Director
Wastewater Project Manager

City of Kalispell, MT
Fire Chief

City of Keizer, OR
City Manager

City of Kenai, AK
Finance Director

City of Kennewick, WA
Community Planning Director

Key Peninsula Fire Dept., WA
Fire Chief

King County Fire District #2, WA
Fire Chief

Kitsap Transit, WA
Human Resources Director
Operations Director

Kittitas County, WA
Budget & Finance Director
Planning Manager

City of Klamath Falls, OR
City Engineer

Klickitat County, WA
Fiscal Manager
Chief Accountant
Sr. Planner - Long Range Planning

**Lake Cushman
Maintenance Company (WA)**
General Manager

City of Laurel, MT
City Planner

Lewis County, WA
911 Communications Director

Lewis County Fire District 6, WA
Fire Chief

**Lewis-Mason-Thurston
Area Agency on Aging, WA**
Chief Financial Officer

City of Lewiston, ID
Public Works Director

Port of Lewiston, ID
General Manager
Broadband Mgr. / Operations Mgr.

City of Liberty Lake, WA
City Administrator

City of Lincoln City, OR
City Manager

Lincoln County, OR
Human Resources Director
Public Works Director
County Administrator

Link Transit, WA
Chief Executive Officer

**Livermore Amador Valley Transit
Authority, CA**
Capital Projects Manager

City of Long Beach, WA
Public Works Director

Lopez Island Fire & EMS, WA
Fire Chief

City of Loveland, CO
Police Chief
Parks & Recreation Director

**Loveland Fire Rescue
Authority, CO**
Fire Chief

Mason County, WA
County Administrator
Human Resources Administrator

Mason Transit Authority, WA
General Manager

City of McMinnville, OR
City Engineer

City of Medina, WA
Finance Director

City of Mills, WY
Assistant Fire Chief

City of Monroe, WA
City Clerk

Morrow County, OR
Public Health Nurse Supervisor
Finance Director
County Administrator

City of Moses Lake, WA
Municipal Services Director
Human Resources Director
Finance Director
Engineering Services Director
Assistant City Manager

City of Mukilteo, WA
Finance Director

Mukilteo Water & Wastewater Dist., WA
General Manager

**North Lake Tahoe Fire
Protection District, NV**
Fire Marshal

City of Olympia, WA
Water Resources Director
Transportation Director
Drinking Water Utility Director

Port of Olympia, WA
Planning & Environmental Sr. Mgr.
Airport Senior Manager
Marine Terminal Senior Manager
Finance Director
Capital Assets Program Mgr.
Director of Strategic Projects
Contract & Grant Administrator

Ouray County, CO
Road & Bridge Superintendent
Registered Nurse - Health Educator

**Pacific City Joint Water-Sanitary
Authority, OR**
Authority Manager

Pacific County, WA
Public Works Director/County Engineer

Pacific Transit System, WA
Director

City of Pasco, WA
Senior Traffic Engineer

Pierce County, WA
Court Reporter

City of Port Angeles, WA
Senior Engineer - Transportation

City of Powers, OR
Police Chief

PUD #1 of Whatcom County, WA
General Manager

City of Rawlins, WY
City Manager

City of Ridgefield, WA
Public Works Director

Rio Blanco County, CO
Road & Bridge Director

City of Salem, OR
Chief Accountant

City of Sandpoint, ID
Utilities Director
City Planner
Civil Engineer

City of Sedona, AZ
Director of Community Development

City of Sedro-Woolley, WA
Finance Director

City of Sequim, WA
Public Works Director

City of Sheridan, WY
Police Chief

City of Sherwood, OR
Police Chief

Skagit Transit, WA
Executive Director
Accounting Manager

Soos Creek Water & Sewer District, WA
General Manager
Budget & Finance Director

South King Fire & Rescue, WA
Assistant Chief of Operations

City of South Lake Tahoe, CA
Human Resources Analyst
Building Official
Parks & Recreation Director

South Pierce Fire & Rescue, WA
Dist. Secretary/Finance Officer

Southwest District Health, ID
Clinical Specialist

City of Spearfish, SD
City Administrator

City of Spokane Valley, WA
City Manager

Sunrise Water Authority, OR
Project Engineer

Town of Superior, CO
Public Works & Utilities Director

Suquamish Seafood Enterprises, WA
Staff Accountant

City of Tacoma, WA
Deputy City Manager
City Treasurer

Tahoe Regional Planning Agency, NV
Executive Director

City of The Dalles, OR
City Manager

City of Thornton, CO
Parks & Recreation Director
City Development Director
Presiding Municipal Judge

Thurston County, WA
Public Health & Social Services Dir.
Road Operations Supervisor

Tillamook County Transportation District, OR
General Manager

City of Toppenish, WA
Police Chief
City Manager
Public Works Director
Administrative Services Director

City of Troutdale, OR
Public Works Director

Tualatin Hills Park & Rec. Dist., OR
Sports Manager
Recreation Manager

University District, Spokane, WA
Chief Executive Officer

Vashon Island Fire & Rescue, WA
Assistant Chief of Operations
Fleet Mechanic
Finance Manager/District Secretary

City of Veneta, OR
Finance Director

City of Vineyard, UT
City Engineer
City Manager

Town of West Yellowstone, MT
Town Manager

Whatcom Transportation Authority, WA
General Manager
Fleet & Facilities Director

Yakima County Fire District 4 (WA)
Fire Chief
Deputy Chief of Operations/Training

PROPOSED SCHEDULE

We are ready to start when you are!

Blue highlighted / bolded events represent meetings with the client.

Date	Topic
Weeks of October 2 & 9, 2023	Travel to Clackamas County for stakeholder interviews. Gather information for position profile. Send profile for review and edits.
October 16, 2023	Post Profile and Start Advertising
October 23, 2023	Send Direct Mail
November 12, 2023	Application Closing Date
Weeks of November 13 & 20, 2023	Prothman screens applications & interviews top 6 - 12 candidates
<i>November 23 & 24, 2023</i>	<i>Thanksgiving Holiday</i>
Week of Nov. 27 - Dec.1, 2023	Meet for Work Session to review semifinalists and pick finalists, and design final interviews
Week of December 11 - 15, 2023	Travel to Clackamas County for Final Interview Process

REFERENCES

Jefferson County, OR – Finance Director, HR Director, Building & Grounds Director, Community Development Director, Health Director, Public Works Director
 Contact: Jeff Rasmussen, County Administrative Officer
 jeff.rasmussen@co.jefferson.or.us, 541.475.2449

City of Fairview, OR – Public Works Director, Engineering Manager, Senior Accountant
 Contact: Philip Morley, City Manager
 morleyp@ci.fairview.or.us, 503.674.6221

Lincoln County, OR – Public Works Director, County Administrator
 Contact: Dave Collier, HR Director
 dcollier@co.lincoln.or.us, 541.265.0371

EXECUTIVE SUMMARY

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 22 years. We understand politics, Board and Council dynamics, and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to, and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right "fit" for our clients.

Some of our Executive Management Recruitments - In Progress

Public Works Director – City of Fairview, OR; Executive Director – Port of Olympia, WA; City Administrator – City of Madras, OR; County Administrator – Hood River County, OR; Asst. Public Works Director – City of Box Elder, SD; Electric Utilities Director – City of Fallon, NV; Budget & Finance Director – City of Toppenish, WA; Finance Director – Synchronous Risk Management, WA; City Manager – City of Vineyard, UT; Fire Marshal – Cannon Beach Fire & Rescue, OR; Aviation Director – Port of Bellingham, WA; Planning & Building Director – Town of Superior, CO; Fire Chief – Adams County Fire Rescue, CO; Fire Chief – Red, White & Blue Fire District, CO.

PROPOSED SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research (*Soliciting Input*)

We will travel to Clackamas County or meet via Zoom and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next Chief Legal Officer. We will:

- ◆ Meet with the Board of County Commissioners
- ◆ Meet with Staff Designees
- ◆ Meet with Legal Department Directors and Staff, as directed
- ◆ Meet with other stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position - *this is the person we want to reach and recruit.* We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to hundreds of county/city attorney professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach** via thousands of emails and personal networking from our database of city/county attorney professionals.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per week from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities, and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 4 to 12 candidates. During the interviews, we ask technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation (*Choosing the Finalists*)

We will prepare and send to you candidate packets which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Clackamas County or meet via Zoom and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews.

We will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
 - **Deciding on an Evening Reception**
 - **Deciding on Candidate Travel Expenses**
- ◆ **Background Checks**

Background checks include the following:

 - **References**
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
- ◆ **Candidate Travel Coordination**

After you have identified the travel expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Packets**

The Final Interview Packets include the candidates' application materials and sample interview questions and are the tool that keeps the final interview process organized.
- ◆ **Final Interviews with Candidates**

We will travel to Clackamas County and facilitate the interviews. The interview process usually begins with a morning briefing where the schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Candidate Evaluation Session:** After the interviews are complete, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or interview sessions if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

5. Warranty

Repeat the Recruitment

If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

6. Guarantee

Replacement Recruitment

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

FEE & EXPENSES

Professional Fee

The fee for conducting a Chief Legal Officer full recruitment with a one-year guarantee is \$19,500. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing direct mail letters, creating and coordinating the email campaign, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and work diligently to keep expenses at a minimum and keep records of all expenditures. Clackamas County will be responsible for reimbursing expenses Prothman incurs on your behalf for each recruitment. Expenses for each recruitment include:

- Trade journal, LinkedIn, and associated website advertising (approx. \$1,400 - \$1,700)
- Direct mail announcements (\$1,800)
- Consultant travel: mileage at IRS rate, travel time at \$40 per hour, lodging if needed (approx. \$450 - \$700 per trip)
- Interview Packets and Shipping: (approx. \$150 - \$350)
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Equal Opportunity

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, we will do so with the common goal of finding the agency a diverse and qualified pool of candidates.

All qualified applicants are considered in accordance with applicable laws prohibiting discrimination on the basis of race, religion, color, gender, age, national origin, sexual orientation, physical or mental disability, marital status or veteran status or any other legally protected status. We will provide assistance in the recruitment, application and selection process to applicants with disabilities who request such assistance.

QUOTE CERTIFICATION FORM
RFQ #2023-70

Submitted by: Prothman Company
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.


SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: <u>Sonja Prothman</u>	Date: <u>9/27/2023</u>
Signature: <u></u>	Title: <u>Owner / CEO</u>
Email: <u>sonja@prothman.com</u>	Telephone: <u>206-368-0050</u>
Oregon Business Registry Number: <u>186007598</u>	OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: Washington

EXAMPLE OF POSITION PROFILE



OREGON

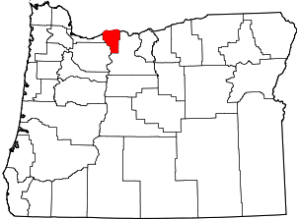
COUNTY ADMINISTRATOR
FULL COMPENSATION PACKAGE
UP TO \$197,000 DOE

Updated Salary and Benefits Information

Apply by
September 10, 2023
(First Review, Open Until Filled)



WHY APPLY?



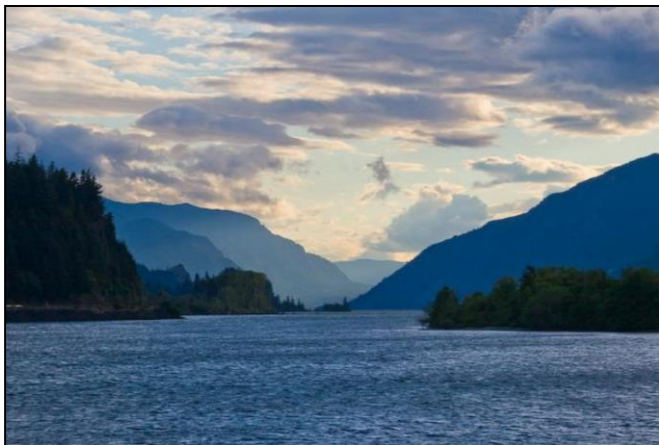
Nestled on the northern Oregon border between Multnomah, Clackamas, and Wasco County, Hood River County is a scenic wonderland of natural beauty. Just 60 miles

from Portland, residents and visitors are drawn to the year-round outdoor recreation, dramatic vistas, excellent school system, historic landmarks, fantastic food, wine and beer - and best of all, the warm, friendly people. Hood River County is considered by many to be one of the most beautiful counties in Oregon, boasting an exceptional quality of life.

This is an excellent opportunity for an experienced public sector professional looking to make a difference in a region that takes pride in its history, spectacular natural beauty, and way of life. Hood River County offers the right candidate a chance to work with a dedicated team to provide excellent customer service and vision to a vibrant community with a bright future.

THE COMMUNITY

Established in 1908, Hood River County covers 534 square miles and has a population of about 25,000 residents. Named for the Hood River, a tributary of the Columbia River, the county is located just 60 miles east of Portland in the northern, central section of Oregon, on the eastern edge of the Cascade Range. The stunning snow-capped Mount Hood and the Columbia River Gorge provide a famous backdrop, making it one of the most visually attractive areas in the Northwest.



The Hood River valley is a top producer of apples, pears, and cherries, with the county growing more winter pears than any other county in the United States. This agricultural richness combined with the county's scenic setting has made it a famous destination for tourists to drive or bike the famous Fruit Loop, a 35-mile tour featuring family farms, fruit stands, wineries, and other local attractions. The area is also a tourist hotspot for its world-renowned strong, warm summer winds that have allowed Hood River County to enjoy the title of windsurfing capital of the world. Additionally, the county offers outdoor enthusiasts opportunities for kiteboarding, stand-up paddleboarding, mountain and road biking, hiking, whitewater kayaking and rafting, rock climbing, fishing, and world-class skiing, snowboarding, and snowshoeing.

Hood River County is home to several communities, including Hood River, Cascade Locks, Mount Hood, Odell, and Parkdale. Hood River is the largest city and county seat, with a population of just under 8,400. The valley is also home to two 18-hole golf courses and can see its population soar to over 20,000 on busy weekends.

THE COUNTY

Hood River County is a Home Rule County with an approved Charter voted on by the citizens of Hood River County. An elected Board of Commissioners, including Chair, represents four districts in the County and sets policy. The Commission appoints a County Administrator to manage operations and oversee the many departments of the County. County departments are managed by department directors, and include: Health, Forestry (which includes Tree Farm, Timber Sales, Forest Management, and Recreation Trails), Public Works (which includes Engineering, Road Maintenance, Road Permits, Parks & Buildings, and County Surveyor), Community Development, Elections, Records & Assessment, Prevention Department, Budget & Finance, Sheriff's Office, 911 Dispatch, District Attorney's Office, Justice Court, Juvenile Department, Parole & Probation, Human Resources, and Administration.

The County maintains an average employment of 150 FTEs. In addition, the 2022-2023 General Fund Balance of Hood River County stands at \$47.6 million and includes \$3.3 million in timber revenue and a 5-year law enforcement operating levy that expires in June 2025.

THE POSITION

Working under the Board of Commissioners, the County Administrator manages the administrative activities of the County, provides public services to the citizens of Hood River County, and ensures compliance with all federal, state, and local laws; recommending policies to the Board regarding County operations. Administrative activities include managing nine department directors and coordinating with 3 other elected officials who manage County departments.

For a full job description, please view the attachment found [here](#).

OPPORTUNITIES & CHALLENGES

1. Hood River County has a strong diverse economy. This economy is based on agriculture, recreation (tourism), industry and professional and trade services. The County weathered the great recession and COVID with minimal long term economic impact. Because of the County's proximity to the greater Portland area and the high quality of life, Hood River County has become part of the greater Portland executive labor force. The next County Administrator must be able to bridge the gap between long-term residents and the influx of new upwardly mobile residents by addressing shifting priorities as the County's demographics evolve.

2. Hood River County is operating under its first operating levy. The County has stabilized county finances and reformed many systems and practices in recent years, but it remains to be seen if the County has settled into a long term formulation or if more changes are ahead.



3. Hood River County's scenic beauty, wealth of recreation options and quality of life has drawn many new residents to the area. Housing costs have climbed and made housing challenging to find for Hood River County employees to live in the county. The next County Administrator will work to address the workforce's affordable housing.

4. The successful County Administrator will possess an understanding of how to effectively work with departments supervised by elected officials and bring those departments into the county team.

5. The County Administrator will have an opportunity to collaborate with Department Heads to establish succession planning within their departments, ensuring the seamless continuation of essential county obligations, regardless of position vacancies or staffing changes.

THE IDEAL CANDIDATE

Education and Experience:

Graduation from an accredited four-year college or university with a bachelor's degree in public or business administration, or related field is required, along with a minimum of five (5) years of experience in active supervision of individuals, and five (5) years of experience in a similar role. A master's degree in a related field is preferred. Any combination of experience and education which provides the applicant with the level of required knowledge and abilities may be considered.

Necessary Knowledge, Skills, and Abilities:

- Considerable knowledge of personnel administration and supervision, organizational development.
- Familiarity with Oregon State Laws regarding functions, budgets and administration of County Government.
- The ability to create a team environment and communicate needs up to the Board of Commissioners and direction down to Department Directors.
- A willingness to be seen as the County's central point of contact, open to the public and staff. Someone that the community will turn to for leadership and reassurance and will deliver a clear message from the county.
- The ideal candidate will have a financial background, with knowledge of governmental budgeting, and an understanding of the local economy and how government can support it.

**COMPENSATION & BENEFITS**

- **Full Compensation Package up to \$197,000 Depending on Experience.**
- Excellent Benefit Package, including Medical, Dental, Vision and Life Insurances. County pays 85% of offered medical and vision insurance premiums; Dental coverage also offered. For example, currently full family pays \$282 per month for medical insurance cost.
- County pays 100% of the employer and employee OR PERS contributions.
- Vacation time negotiable.
- 12 days of sick leave accrued per year.
- 11 paid holidays per year.
- 2 personal holidays per year.
- 5 executive leave days per year.
- Deferred Compensation Plan - a supplemental voluntary benefit.
- This role will consider other stipends and/or allowances in addition to base salary.
- The total compensation package is flexible to meet both the candidate's and the County's needs.

**For more information on
Hood River County, please visit:
www.hoodrivercounty.gov**

Hood River County is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **September 10, 2023** (first review, open until filled). Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to **www.prothman.com** and click on "**Open Recruitments**", select "**Hood River County, OR – County Administrator**", and click "**Apply Online**", or click [here](#). Resumes, cover letters and supplemental questions can be uploaded once you have logged in. If you are a veteran and wish to request veterans' preference credit, please indicate that in your cover letter, and complete and submit the veterans' preference form posted on the website as instructed on the form.

PROTHMAN

www.prothman.com

371 NE Gilman Blvd., Suite 310
Issaquah, WA 98027
206.368.0050

EXAMPLE OF INVITE LETTER



Lincoln County
OREGON

PUBLIC WORKS DIRECTOR

\$113,298 - \$152,264

Plus Excellent Benefits

First Review:
July 2, 2023
(Open Until Filled)

Apply at www.prothman.com

Dear Colleague,

Prothman is currently recruiting for the **Public Works Director** position for **Lincoln County, Oregon**. We invite you to review the position details on the back page, and if you find that this position is not right for you, we kindly ask that you please pass this on to other professionals you know who may be ready for this next step in their career.

Thank you for your consideration and help!

PROTHMAN



THE COMMUNITY



Located in the heart of the beautiful central Oregon Coast, Lincoln County is home to spectacular natural beauty, a thriving arts community, and a growing ocean-based economy. From Cascade Head at the north to Cape Perpetua at the south, Lincoln County boasts more than 40 federal, state, and local parks, along with two wilderness areas, providing an abundance of recreational opportunities for camping, fishing, hiking, beachcombing, whale watching and more. Several community theatres and many art galleries are scattered throughout the County with plenty to keep cultural fans busy, along with the abundance of annual festivals. One of the largest fishing fleets on the west coast is located in Newport which, along with tourism, creates a healthy economy.

Lincoln County has a population of 50,813 people which can blossom to over 100,000 at the height of the tourist season. The County covers roughly 992 square miles with approximately 54 miles of ocean beaches. There are seven incorporated cities within the county borders that each give the County a small-town feel, yet the urban centers of Portland, Eugene and Corvallis are not far away. Newport is the County seat and the location of Yaquina Bay where the ocean industry is centered. The bay and surrounding areas are home to the large commercial and recreational fishing fleet, the Coast Guard, a science center, aquarium, Oregon Department of Fish and Wildlife, and the new OMSI Day Camp. Oregon Coast Community College is also located here with branches in Waldport and Lincoln City.



THE COUNTY

The County employs 488 FTEs and has a 2022-2023 adopted budget of \$148 million, including a general fund of \$48 million. County departments include County Administration Legal Counsel, Finance & Accounting, Health & Human Services, Human Resources, Information Technology, Juvenile, Parole & Probation, Planning & Development, Public Works, Surveyor's Office, Transit, and Veteran Services. The County has a strong management team made up of elected officials and department directors that work closely together with the Public Works Director.

THE DEPARTMENT & POSITION

The Public Works Department operates with 42 FTEs on a 2022-2023 budget of \$18 million. The Department is divided into seven divisions which include Public Works Administration, Engineering, Facilities, Fleet Services, Parks, Road Maintenance & Operations, and Solid Waste District. The Public Works Department maintains 334 miles of roads and 87 bridges. The Facilities division maintains 160,000 sq/ft in 12 General Fund buildings and 42,000 sq/ft in Roads buildings, and the Fleet Maintenance division is responsible for maintaining 176 County vehicles. The Department has several projects planned for the coming year, including a \$700,000 culvert replacement project and \$500,000 asphalt overlays, and three to four bridge replacements in the next four years to be delivered by ODOT.

Under the direction of the County Administrator, the Public Works Director is responsible for the administration, general management, policymaking, planning, and direction of the Department and is responsible for supervising all employees of the Engineering, Public Works Administration, Road Department, Parks Department, Facilities Management, Vegetation Management, and the Lincoln County Solid Waste District. This role involves performing or directing a wide variety of advanced technical and engineering tasks in the investigation, location, design, and construction of road, bridge, and building projects. Additionally, the Director represents the County at meetings and on committees at the local, state, and federal level and works at the direction of the County Administrator while implementing Board policies in all phases of the operation of the Department.

Please visit www.prothman.com to review the full position profile and compensation package, and to learn more about Prothman.