

RESOLUTION NO. 2022 – 44

A Resolution of the City of McMinnville Approving the Second Amendment to Personal Services Contract with Erskine Law Practice LLC to Provide City Prosecutorial Services.

RECITALS:

WHEREAS, on December 8, 2020, the City passed Resolution 2020-69, approving a Personal Services Contract ("Contract") between the City and Erskine Law Practice LLC ("Contractor") to provide City Prosecutor services for the 2021 calendar year; and

WHEREAS, the City desires to continue to contract with Contractor to provide City Prosecutor services through the end of the fiscal year (June 30, 2023); and

WHEREAS, the Contract, if extended, will not increase the monthly fee of \$8,654.70 currently paid to Contractor.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

1. The City of McMinnville incorporates the above-stated findings as if fully set forth herein.
2. The City of McMinnville approves a Second Amendment to Personal Services Contract with Erskine Law Practice LLC to provide City prosecutorial services from July 1, 2022, through June 30, 2023, which Second Amendment is substantially similar to Exhibit 1 attached hereto.
3. This Resolution takes effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2022 by the following votes:

Ayes: _____ Geary, Chenoweth, Payne, Peralta, Garvin _____

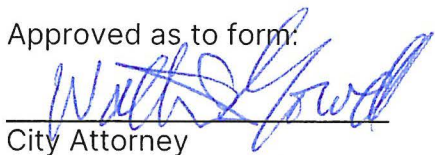
Nays: _____

Approved this 28th day of June 2022.



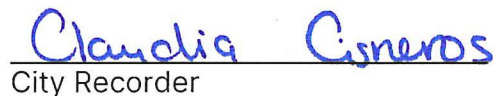
INTERIM MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder

EXHIBITS:

1. Second Amendment to Personal Services Contract with Erskine Law Practice, LLC

CITY OF McMinnville
SECOND AMENDMENT TO PERSONAL SERVICES CONTRACT

City Prosecutorial Services

This Second Amendment to Personal Services Contract (“First Amendment”) is effective the ____ day of _____ 2022 (“Effective Date”), by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and **Erskine Law Practice LLC**, an Oregon domestic limited liability company (“Contractor”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Personal Services Contract (“Contract”) with Contractor on December 9, 2020 relating to City Prosecutorial Services; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Contract is amended as follows:

Section 1. Term

The term of the Contract is hereby extended through June 30, 2023.

Section 2. Compensation

The City will continue to pay the monthly fee of Eight Thousand Six Hundred Fifty-Four and 70/100 dollars (\$8,654.70) as stated in Paragraph 3(a) of the Personal Services Contract for such services.

Section 3. All Other Terms

All of the other terms and conditions of the Contract shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this Second Amendment.

[Reminder of Page Intentionally Left Blank]

The Contractor and the City hereby agree to all provisions of this Second Amendment.

CONTRACTOR:

ERSKINE LAW PRACTICE LLC

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF McMinnville

Jeffrey R.

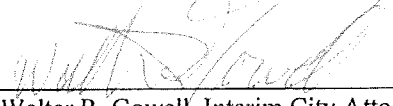
By: **Towery** _____

Print Name: Jeff Towery

As Its: City Manager

Digitally signed by Jeffrey
R. Towery
Date: 2022.06.29 11:17:43
-07'00'

APPROVED AS TO FORM:



Walter R. Gowell, Interim City Attorney
City of McMinnville, Oregon