

RESOLUTION NO. 2023 – 52

A Resolution of the City of McMinnville Approving the Third 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, 2024); and

WHEREAS, the Contract, if extended, will have an increase of 3.5% of the previous year's monthly fee based on the June 2023 CPI-West of \$8,957.61 and \$131.72 per hour for non-standard services.

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 Third Amendment to Personal Services Contract with Erskine Law Practice LLC to provide City prosecutorial services from July 1, 2023, through June 30, 2024, which Third Amendment is substantially similar to Exhibit 1 attached hereto.
3. This Resolution takes effect immediately upon passage and will be applied retroactively to fees due as of July 1, 2023.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of August 2023 by the following votes:

Ayes: Chenoweth, Garvin, Menke, Payne

Nays: _____

Approved this 8th day of August 2023.



MAYOR

Approved as to form:



Interim City Attorney

Attest:



Claudia Cisneros
City Recorder

EXHIBITS:

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

CITY OF McMinnville
THIRD AMENDMENT TO PERSONAL SERVICES CONTRACT

City Prosecutorial Services

This Third Amendment to Personal Services Contract ("First Amendment") is effective the 15th day of January 2023 ("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, 2024.

Section 2. Compensation

The City will ~~continue~~ to pay the monthly fee of Eight Thousand Nine Hundred Fifty-Seven and 61/100 (\$8,957.61) for "Standard Prosecutor Services" and "Administrative Duties of the City Prosecutor". The City will pay Contractor for "Non-Standard Prosecution Services" at the rate of \$131.72 per hour as stated in Paragraph 3(a) of the Personal Service Contract.

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 Third 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: Shannon Lee Erskine

As Its: Member

Employer I.D. No. 83-3404968

CITY:


CITY OF McMinnville

By: 

Print Name: Jeff Towery

As Its: City manager

APPROVED AS TO FORM:


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