

RESOLUTION NO. 13-2006

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON
AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO
PERSONAL SERVICES CONTRACT WITH RAMIS, CREW, CORRIGAN
ESTABLISHING NEW RATES FOR SERVICE EFFECTIVE JULY 1, 2006 AND
MAKING OTHER AMENDMENTS**

WHEREAS, the City and the predecessor in interest of Ramis, Crew, Corrigan LLP (Contractor) executed a contract in July 1998 (the Contract) whereby the Contractor assumed the duties of City Attorney on behalf of the City; and

WHEREAS, there have been three subsequent amendments to the Contract;

WHEREAS, the Contractor's performance and increased costs justifies an increase in the rate charged; and

WHEREAS, the new proposed rates are lower than the rates charged to other jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the City Council City of Milwaukie, Oregon, that:

Section 1. Section II.A.2. of the Contract be amended as follows:

Hourly Rates effective July 1, 2006:

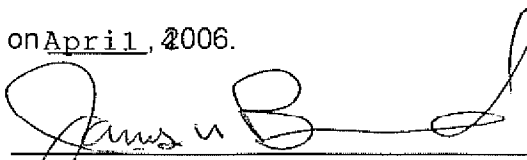
Partners	\$145.00
Senior Associates	\$130.00
Associates	\$115.00
Law Clerks/Legal Assistants	\$ 70.00

Section 2. Other changes as shown on the Fourth Amendment to Personal Services Contract, attached hereto as Exhibit A, are approved.

Section 3. The Mayor be authorized to execute the Fourth Amendment to Personal Services Contract.

Section 4. This resolution is effective immediately, but the changes in hourly rates provided by Section 1 of this resolution shall not take effect .

Introduced and adopted by the City Council on April, 2006.


James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:


Pat DuVal, City Recorder


Michael F. Swanson, City Manager

RESOLUTION NO. 13-2006

FOURTH AMENDMENT TO PERSONAL SERVICES CONTRACT

This Fourth Amendment to Personal Services Contract is made between the City of Milwaukie, an Oregon municipal Corporation (City) and Ramis Crew Corrigan LLP (Contractor).

RECITALS

- A. City and Contractor's predecessor in interest entered into a Personal Services Contract for the provision of city attorney services by Contractor to City on July 23, 1998 (the "1988 Contract"). The 1998 Contract has previously been amended three times, in 2002, 2004 and 2005. The 1998 Contract, as amended, is referred to as the Contract.
- B. The parties wish to further amend the Contract to change the hourly rates charged for services by Contractor, to change the name of the Contractor to reflect changes in Contractor's current firm name, and to expressly provide that if Contractor changes its name or is involved in a merger or other change in organization, that the Contract shall be deemed assigned to the new entity and shall remain in effect, provided that key personnel of Contractor are with the new entity, while retaining the City's right to terminate for any reason or no reason.

AGREEMENT

- 1. Except as expressly modified herein, all provisions of the Contract remain in effect.
- 2. Effective July 1, 2006, Section II.A.3 of the Contract is amended to read:
 - 3. Hourly rates effective July 1, 2006:

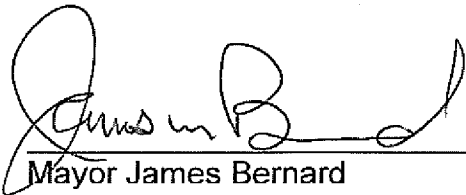
Partners and Of Counsel	\$145
Senior Associates	\$130
Associates	\$115
Law Clerks/Legal Assistants	\$ 70
- 3. The name of the Contractor wherever it occurs in the Contract is amended to read: "Ramis Crew Corrigan LLP."
- 4. A new Section VI.C is added to the Contract to read:

In the event that the Contractor undergoes a change in organization, such as a name change, or is merged into or consolidated with another entity, this Contract shall remain in effect and be deemed to be assumed by the newly named entity or the entity into which Contractor is merged or consolidate with, provided that the key personnel of Contractor are

members of or employed by the new entity. The key personnel of Contractor currently are Timothy V. Ramis and Gary Firestone. The parties may, by exchange of letters, agree to modify the list of key personnel. Nothing in this provision limits the City's ability to terminate this agreement for any reason or for no reason as provided in Section VI.B.

CITY OF MILWAUKIE

DATED: 4/4/06

By: 

Mayor James Bernard

CONTRACTOR

DATED: _____

By: _____
Gary Firestone