

From: [Jacob Patterson](#)
To: [City Clerk](#)
Cc: [Whippy, Isaac](#)
Subject: Public Comment -- 2/26/24 CC Mtg., Item No. 5C, Contract Amendment for Marie Jones
Date: Friday, February 23, 2024 1:31:11 PM

City Council & City Manager,

I totally endorse this action and would have extended the contract indefinitely until terminated by either party and removed the not-to-exceed amount to allow for the City Manager to exercise his discretion without coming back to you to keep approving contract amendments. There is no requirement to have a not-to-exceed contract for professional services. For example, the City Attorney contract with J&M is of indefinite length subject to termination by either party and lays out payment terms without a not-to-exceed cap. The City should have several contract templates based on different types of engagements but we seem to mostly stick to this template that doesn't always make sense.

Obviously, I don't think a not-to-exceed contract with a set termination date makes sense here but I have no objection to you approving it even though I think there is a more appropriate contractual structure. If we need to extend it again past July, the City should consider changing the contractual structure rather than just extending it this way. Regardless of the structure and format of the contract, Marie's help is critical to CDD functioning at all based on current staffing.

Regards,

--Jacob