

**AGREEMENT FOR  
MUNICIPAL JUDGE FOR THE CITY OF MOLALLA**

This AGREEMENT ("Agreement") is made and entered into this \_\_\_\_day of \_\_\_\_\_, 2021, by and between the CITY OF MOLALLA, a Municipal Corporation, hereinafter called "CITY," and [insert full name], hereinafter called "AGENT OF THE CITY", "[insert last name], or "JUDGE" both of whom agree as follows:

WITNESSETH

WHEREAS, the City desires to contract for the services of said AGENT OF THE CITY as Municipal Judge of the City of Molalla;

WHEREAS, it is the desire of the Molalla City Council to establish certain conditions under this contract with said AGENT OF THE CITY;

WHEREAS, AGENT OF THE CITY desires to contract with City as Municipal Judge of said City.

SECTION 1. CONTRACT

City hereby contracts with [insert full name] as the Municipal Judge of said CITY to perform the functions and duties specified in City Charter, attached hereto and incorporated by reference herein; and to perform such other legally permissible and proper duties and functions as may from time to time arise in the operation of the Court. This AGREEMENT may be modified in writing when there is agreement by both parties.

SECTION 2. DUTIES

- a. Duties include all normal duties of Municipal Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having regular arraignments, accepting pleas, conducting bench trials, presiding over jury trials as necessary, and conducting sentencing hearings. It may be necessary to conduct a jury trial on a separate day from regular court day. The JUDGE also issues warrants, such as bench warrants for criminal non-appearances, reviews probation reports, and has probation violation hearings. The JUDGE must be available for telephone calls or video conferences to consider probable cause affidavits and other court matters.
- b. JUDGE will perform work in a manner according to professional standards observed by AGENT OF THE CITYs in the municipal court judge profession. JUDGE shall maintain membership in good standing with the Oregon State Bar.
- c. The Municipal Court Clerk assists the JUDGE with paperwork and necessary orders. The JUDGE may review court programs, court fines, court charges, and court procedures. The JUDGE may issue court orders establishing the procedure and amounts of fees. The JUDGE will keep the Municipal Court Clerk apprised of changes in laws and procedures. The JUDGE, MUNICIPAL COURT CLERK and CITY PROSECUTOR will meet to review calendars and programs applicable to court operations.
- d. The JUDGE shall provide at his own expense, a pro-tem Judge, who shall sit and hear cases when the JUDGE is absent due to illness, vacation, or when conflicts arise with other court schedules in his private practice. The pro-tem Judge or Judges shall be approved by the City Council.
- e. The JUDGE will not represent any clients in matters of criminal defense where the police agency is the Molalla Police Department, whether in Municipal Court or in Clackamas County Circuit Court.

f. The Council shall conduct an evaluation of the Judge's performance annually. The JUDGE is to develop a self-evaluation form each year and turn it in to the City Manager for the City Council no later than 60 days prior to the scheduled performance review. The date of the evaluation shall be no later than March of each year.

g. The CITY agrees to notify the JUDGE promptly when a citizen is lodged in jail on a Molalla Municipal Charge.

h. Part of the duties may also require the JUDGE to go to the Clackamas County jail located in Oregon City to arraign defendants via video that may be lodged in Clackamas County jail pursuant to a warrant issued by the Molalla Municipal Court.

### SECTION 3. CONFLICT OF INTEREST

[Insert last name here] will disclose any actual, apparent, or potential conflict of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. In the event of a potential conflict of interest due to a former attorney-client relationship between [Insert last name here] and an accused citizen, the citizen and the City Prosecutor will be given the opportunity to waive the conflict after full disclosure. In the event a former client or the City Prosecutor declines to waive the conflict, the City will procure a pro-tem Judge to handle the proceedings. A pro-tem Judge will be assigned in the event an apparent or actual conflict of interest is identified and paid for by the CITY.

### SECTION 4. AGENT OF THE CITY STATUS

[Insert last name] is an AGENT OF THE CITY, and as an AGENT OF THE CITY, is responsible for all employees, subcontractors, and agents performing portions of this work under this AGREEMENT. [Insert last name] will not be considered an employee of the City of Molalla for the performance of work under this AGREEMENT.

AGENT OF THE CITY will not be a participant in, nor be in a qualified position as defined by PERS.

### SECTION 5. COMPENSATION AND REPORTING

[Insert last name] will perform duties at the rate of \$\_\_\_\_\_ per month.

Additional court days or night court can be added to the Court schedule. Times, dates, and additional compensation will be negotiated through the City Manager by the City Council.

Requests for any compensation adjustments must be made to the City Manager and approved by the City Council between January and March of a given year for budgeting purposes. Any adjustment granted will go into effect at the beginning of the fiscal year (July 1.)

### SECTION 6. ANNUAL REVIEW

On an annual basis, [insert last name] will prepare interim reports to the Council regarding court operations.

### SECTION 7. NOTICES

All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail, or email to the following.

TO: Finance Director  
City of Molalla  
PO Box 248 / 117 N. Molalla Ave.  
Molalla, OR. 97038  
[finance@cityofmolalla.com](mailto:finance@cityofmolalla.com)

SECTION 8. COMPLIANCE WITH LAW

- a. [Insert last name here] shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this AGREEMENT.
- b. [Insert last name here] shall not discriminate against any City employee or customer because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran or veteran status, or any other protected status or activity in violation of state or federal law. [Insert last name here] will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- c. [Insert last name here] shall comply with all requirements associated with access to and confidentially of law enforcement data system records and categories of records protected by law which come before the Court. [Insert last name here] shall appropriately direct Court staff and the police department with respect to such matters which come to our attention.
- d. [Insert last name here] shall be a contract employee for all federal or state taxes applicable to any compensation or payments paid to [Insert last name here] under this AGREEMENT. [Insert last name here] is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid under this AGREEMENT.

SECTION 9. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this AGREEMENT, including without limitation, the making, performance, or interpretation of this AGREEMENT or the AGREEMENT documents, shall be settled by mediation.

SECTION 10. TERM OF AGREEMENT

This AGREEMENT shall commence on \_\_\_\_\_ and will run continuously for two years. This AGREEMENT will roll over automatically after being reviewed by City Council.

JUDGE serves at the pleasure of the City Council. Therefore, this AGREEMENT may be terminated effective by either party for any reason upon (60) days' written notice of the party's intent to terminate. In the event this agreement is terminated, [insert last name] shall receive compensation only for Services actually performed up to the last day of work performed as a JUDGE.

SECTION 12. GENERAL PROVISIONS

IN WITNESS WHEREOF, the City of Molalla has caused this AGREEMENT to be signed and executed in its behalf by its City Council and duly attested by its City Recorder, and AGENT OF THE CITY has signed and executed this AGREEMENT, both in duplicate, the day and year first above written.

CITY OF MOLALLA:

AGENT OF THE CITY:

By: \_\_\_\_\_  
Scott Keyser, Mayor

By: \_\_\_\_\_  
[insert name here]

ATTESTED:

By: \_\_\_\_\_  
Christie DeSantis, City Recorder