

CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into this 1st day of January 2006 by and between the CITY OF ALBANY, Oregon, a municipal corporation, hereinafter referred to as "CITY" and ROBERT T. SCOTT, Attorney at Law.

W I T N E S E T H:

WHEREAS, the CITY desires the services of ROBERT T. SCOTT as Municipal Judge, pursuant to Section 23 of the Charter of the CITY OF ALBANY; and

WHEREAS, ROBERT T. SCOTT desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY OF ALBANY; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with ROBERT T. SCOTT to perform all functions and duties specified in Section 23 of the Charter of the CITY OF ALBANY and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
 - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
 - b. Preside over criminal, traffic, parking cases, arraignments, trials, and hearings and set forth the courtroom calendar;
 - c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
 - d. Coordinate with the City Attorney to reduce or eliminate backlog of pending cases;
 - e. Review annually, data gathered by the CITY regarding cases generated by the Albany Police Department which are being filed in the District Court;
 - f. Prepare an annual report concerning Municipal Court operations and personally present that report to the Council;
 - g. Annually review and recommend changes to the Albany Municipal Code which relate to Municipal Court; and
 - h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.
2. Independent Contractor. In performing the duties of Municipal Court Judge, ROBERT T. SCOTT shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his judicial responsibilities, save and except that ROBERT T. SCOTT agrees to carry out his duties in a timely,

consistent, and impartial manner. All employees of ROBERT T. SCOTT who may work under this agreement are subject employees under the Oregon workers' compensation law, and ROBERT T. SCOTT agrees to comply with ORS 656.017 as to such persons.

3. Pro Tem Services. While it is agreed that ROBERT T. SCOTT shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the employment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when ROBERT T. SCOTT must be absent from that position. Therefore:

- a. On or before the 1st of January of each and every year this contract remains in effect, ROBERT T. SCOTT shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Oregon State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by ROBERT T. SCOTT and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Albany and shall exercise the same functions, duties, powers, and responsibilities as those assumed by ROBERT T. SCOTT pursuant to this agreement.
- b. ROBERT T. SCOTT shall be responsible to compensate all pro tem municipal judges at his own expense and upon such terms as he and they may agree.

When Albany Municipal Court business requires that Judge Scott be away from Court, compensation of a pro tem municipal judge shall be at the same rate as established for other pro tem use but shall be paid by the City.

- c. ROBERT T. SCOTT shall make a reasonable effort to maintain a pool of at least three pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
 - d. ROBERT T. SCOTT shall instruct all pro tems concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2006. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, ROBERT T. SCOTT shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in ROBERT T. SCOTT any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof. Either party may, at any time, terminate this Agreement, with or without cause, upon thirty (30) days' written notice, in which event ROBERT T. SCOTT shall be entitled to all compensation then due.
 1. Compensation. Effective January 1, 2006, ROBERT T. SCOTT shall have his compensation increased by the cost-of-living adjustment granted to the Nonbargaining/Executive employees on July 1 of the previous year; that percentage was 3.5 percent, for a new monthly amount totaling \$5,465.00. Payment shall be made on or before the last working day of each month this Agreement remains in effect. This cost-of-living adjustment shall then remain in effect for

a 12-month period until the succeeding January 1 at which time a new calculation shall be made using the same formula.

5. Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall file periodically, at a frequency specified by the Council, an account with the Court Clerk describing the amount of time he is devoting to his judicial duties.
6. Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
7. Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Oregon Municipal Judges Association and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF ALBANY. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the Mayor of the CITY OF ALBANY, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses, or the Municipal Judge may submit a request for reimbursement without prior authorization, in which event the CITY, in the exclusive exercise of discretion, may reimburse for such expenses.
8. Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.
9. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to ROBERT T. SCOTT or any pro tem judge other than as set forth herein.

CITY OF ALBANY:

By _____
Charles A. McLaran, Mayor

Robert T. Scott, Municipal Judge

Date: _____

Date: _____

ATTEST:

City Clerk