

AGREEMENT FOR JUDICIAL SERVICES

This Agreement is entered into in duplicate originals by the CITY OF HARRISBURG, a Municipal Corporation under the laws of the State of Oregon, hereinafter called "City," and the HON. JAD LEMHOUSE, Justice of the Peace, Linn County Justice Court District 4A, hereinafter called "Justice of the Peace."

RECITALS

The City and Linn County, a political subdivision of the State of Oregon, have entered into an Intergovernmental Agreement also know as Linn County Board of Commissioners Order No. 2000-300 (Order No. 200-300) and amendments thereto that provide, in part, that pursuant to ORS 51.035 and 51.037 the Justice of the Peace shall perform judicial services for the City and shall exercise all judicial jurisdiction, authority, power, function and duties of the Municipal Court and the Judge thereof.

Pursuant to an amendment to Order No. 2000-300, the City has accepted the responsibility for paying the compensation of the Justice of the Peace for performing the aforementioned judicial services for the City and the responsibility for setting that compensation has been delegated to the City and Justice of the Peace for determination by separate agreement. This agreement is intended to fulfill that purpose.

AGREEMENTS

In consideration of the recitals above and the provisions set forth below, the parties agree as follows:

1. The Justice of the Peace agrees to perform the judicial services described above and as set forth in Order No. 2000-300.
2. The City agrees to pay the Justice of the Peace the sum of \$900 per month, effective retroactively to July 1, 2004, for judicial services performed pursuant to Order No. 2000-300 so long as the Justice of the Peace remains the incumbent in such office.
3. The Justice of the Peace shall not be considered an employee of the City for any purpose and the City shall not be required to provide any employee benefits to the Justice of the Peace, including but not limited to worker compensation insurance.
4. The City shall retain all power and authority to appoint and retain the services of one or more Municipal Judges, Pro Tempore, in the event the Justice of the Peace is unavailable, is recused, or is otherwise disqualified from hearing a particular matter or matters.
5. Either party may terminate this agreement at the end of any fiscal year by giving the other party written notice by April 1st of the year at the end of which the agreement shall terminate. Each party covenants to exercise this right only upon good and sufficient cause.

6. This agreement shall be effective when each party has executed it.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate originals by the duly authorized persons whose signatures appear below.

CITY OF HARRISBURG

JUSTICE OF THE PEACE

Robert Duncan, Mayor

Jad Lemhouse, Justice of the Peace

Date:

Date: