

RESOLUTION NO. 6198

A RESOLUTION APPOINTING MUNICIPAL COURT JUDGE PRO TEMS AND REPEALING
RESOLUTION NO. 6085

WHEREAS, an active pool of pro tem judges shall be maintained so that the work for the Municipal Court will not be interrupted when the Judge is absent from his position; and

WHEREAS, the contract between the City of Albany and Judge Robert T. Scott specifies that he shall submit to the City Council the names of persons whom he wishes to nominate as pro tem judges for the duration of a new contract; and these persons shall be members of the Oregon State Bar and in good standing.

NOW, THEREFORE, BE IT RESOLVED that the following persons are hereby appointed as Judge Pro Tems for the Albany Municipal Court of the City of Albany, Oregon:


- Doug Moore
- Gary Norman
- Mark Taleff
- Paul Kuebrich
- Mark Donahue

BE IT FURTHER RESOLVED that Resolution No. 6085 is hereby repealed.

DATED AND EFFECTIVE THIS 13TH DAY OF MARCH 2013.


Mayor

ATTEST:


City Clerk

CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into this 13th day of March 2013 by and between the CITY OF ALBANY, Oregon, a municipal corporation, hereinafter referred to as "CITY" and ROBERT T. SCOTT, Attorney at Law.

WITNESETH:

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; and

WHEREAS, the Internal Revenue Service defines a Judge as a public official and an employee of the government for whom he or she serves and, therefore, the CITY is responsible for withholding and paying Federal income tax, social security and Medicare taxes, and issuing a Form W-2 Wage and Tax Statement to the public official; 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:

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 Municipal 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.

Independent. In performing the duties of Municipal Court Judge, ROBERT T. SCOTT shall serve as a 0.25 FTE Nonbargaining employee of the CITY. However, 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. ROBERT T. SCOTT shall have no management or administrative responsibility or authority over other City employees.

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. When the services of pro tem judges are required because Robert T. Scott is on vacation, ill, or has a scheduling conflict, the City shall pay the pro tem judges' fees for services rendered, up to a maximum expenditure of \$3,000 during the calendar year 2013. Robert T. Scott shall be responsible for negotiating with the pro tem judges and setting their per hour fee for services rendered, which shall not exceed \$150 per hour. In the event the total cost of pro tem services exceeds \$3,000 in the calendar year 2013, ROBERT T. SCOTT shall pay the excess over \$3,000 and shall hold the City harmless therefrom.

When a conflict of interest requires the services of a pro tem judge, or when Albany Municipal Court business or the professional development of the Municipal Judge requires that ROBERT T. SCOTT be away from the Court, compensation of a pro tem judge shall be at the same rate as established for other pro tem use, and shall be paid by the City. The amount so paid shall not be included in the \$3,000 contracted for by the City in the preceding paragraph.

- c. ROBERT T. SCOTT shall make a reasonable effort to maintain a pool of at least three pro tem municipal judges 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.

Term. This Agreement shall commence January 1, 2013, and shall continue until December 31, 2013. 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.

Compensation. Effective January 1, 2013, ROBERT T. SCOTT would be entitled to have his compensation increased by the cost-of-living adjustment granted to the Nonbargaining employees

during the previous calendar year, 2012.

For his service during the calendar year 2013, ROBERT T. SCOTT shall be paid gross compensation of \$6,342.00 per month. All other benefits and conditions of employment will be consistent with those of a 0.25 FTE Nonbargaining employee.

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 a monthly timesheet with the Court Clerk describing the amount of time he is devoting to his judicial duties.

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.

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.

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 shall be the same as those for Nonbargaining employees.

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:

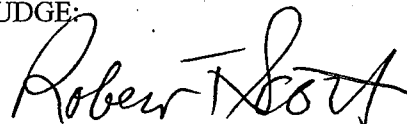
By


Sharon Konopa, Mayor

Date:

3-19-13

JUDGE:



Robert T. Scott, Municipal Judge

Date:

3-20-13

ATTEST:


City Clerk