

RESOLUTION NO. 1792

A RESOLUTION APPROVING THE SECOND AMENDED PERSONAL SERVICE CONTRACT AND CONTINUING THE APPOINTMENT OF RAYMOND YOUNG AS THE TROUTDALE MUNICIPAL COURT JUDGE

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City Council appointed Raymond Young as the Troutdale Municipal Court Judge and entered into a personal services contract with Judge Young in 1992.
2. The contract was amended in September, 2003. The amended contract prevented Judge Young from presiding over contested DUII cases where evidence of the DUII was based on the use of an intoxicilizer.
3. The City Council has evaluated Judge Young's performance over the past two years and determined that it is in the City's best interests to continue the appointment of Raymond Young as the Troutdale Municipal Court and to amend the existing personal services contract so that Judge Young can exercise the full scope of authority that is authorized under the Troutdale Charter and Troutdale Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The Second Amended Personal Services Agreement, attached as Exhibit A, is hereby approved. The Mayor is authorized to execute the Agreement.

Section 2. Raymond Young shall continue in his appointment as the Troutdale Municipal Court Judge in accordance with the terms in the Second Amended Personal Services Contract and subject to annual reviews by the City Council.

Section 3. This resolution shall take effect immediately upon its adoption.

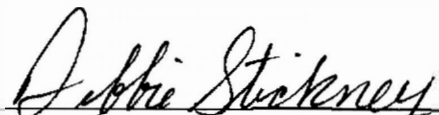
YEAS: 7

NAYS: 0

ABSTAINED: 0


Paul Thalhofer, Mayor

January 11, 2006
Date



Debbie Stickney, City Recorder
Adopted: January 10, 2006

SECOND AMENDED PERSONAL SERVICE CONTRACT

This agreement is made as of the last date it is signed, as shown below, between the following parties:

MR YOUNG

**RAYMOND P. YOUNG
PO BOX 650
GRESHAM, OR 97030**

AND

CITY

**CITY OF TROUTDALE
104 SE KIBLING AVENUE
TROUTDALE, OR 97060**

RECITALS

- A. Raymond P. Young ("Mr. Young") is the appointed and acting Municipal Court Judge for the City of Troutdale ("City").
- B. The City is a duly organized municipal corporation in the state of Oregon.
- C. The parties executed a personal services agreement describing the responsibilities of each during Mr. Young's service as the Municipal Court Judge in 1992, which was amended in August, 2003.
- D. The parties are amending the agreement again and continuing the appointment of Mr. Young as the Troutdale Municipal Court Judge in accordance with the terms in this Second Amended Personal Services Contract ("Agreement")

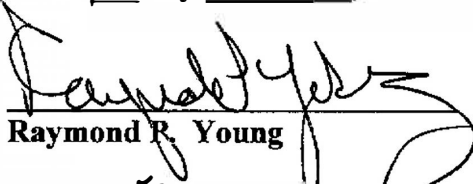
AGREEMENT

- 1. Mr. Young is appointed by the City Council of the City of Troutdale and serves at the pleasure of the City Council. This Agreement may be terminated by a majority vote of the City Council at its discretion and without cause.
- 2. Mr. Young shall preside over matters that are referred to the Troutdale Municipal Court. Mr. Young may exercise the powers and authority that the City has conferred on the Troutdale Municipal Court Judge in accordance with Section 22 of the Troutdale Charter and Chapter 2.16 of the Troutdale Municipal Code.
- 3. Mr. Young shall arrive on time for Municipal Court proceedings.
- 4. Mr. Young shall receive, as compensation, the sum of \$100 per hour. He shall bill his services to the City on a monthly basis.

5. Unless both parties agree otherwise, the Council shall evaluate and assess Mr. Young's performance annually in accordance with the evaluation criteria and process that the Council has adopted.
6. This Agreement is for a one year term which shall automatically be extended for additional one year terms unless it is terminated or unless it is reviewed upon written request of either party. Such review will occur within thirty (30) days of the written request.
7. Mr. Young shall be considered an independent contractor and there is no eligibility for city sponsored employee benefits.
8. Mr. Young may attend budget approved Municipal Judge Association meetings/conferences, as well as other seminars, at his choosing and upon city administration approval. Mr. Young shall not bill the City for his time in attending any meetings/conferences/seminars, only for budgeted or approved costs of the meetings/conferences/seminars.
9. This Agreement is to be governed by the laws of the state of Oregon.
10. In the event this Agreement is breached, and action is filed, the prevailing party shall be entitled to recover reasonable costs and attorney fees at trial and on appeal.

IN WITNESS WHEREOF, the parties have executed this agreement on the date subscribed below.

DATED this 10 day of Jan., 2006.


Raymond R. Young

DATED this 11th day of Jan., 2006.


Paul Thalkofer, Mayor
CITY OF TROUTDALE