

## RESOLUTION NO. 1993

### A RESOLUTION APPROVING THE FOURTH 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 City Council evaluated Raymond Young's performance as the Troutdale Municipal Court Judge in an Executive Session on April 28, 2009 and determined that it is in the City's best interest to continue the appointment of Raymond Young as the Troutdale Municipal Court Judge and agreed to amend the existing personal services contract to increase his hourly rate from \$100/hour to \$125/hour.

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

Section 1. The Fourth Amended Personal Services Agreement (Attached) is hereby approved. The Mayor is authorized to execute the Agreement.

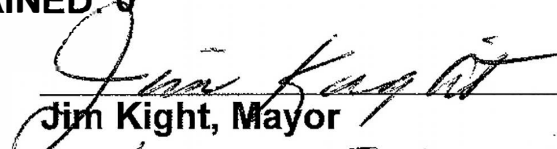
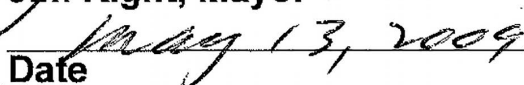
Section 2. Raymond Young shall continue in his appointment as the Troutdale Municipal Court Judge in accordance with the terms in the Fourth Amended Personal Services Contract and subject to annual reviews by the City Council.


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

YEAS: 6

NAYS: 0

ABSTAINED: 0

  
\_\_\_\_\_  
Jim Kight, Mayor  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Debbie Stickney, City Recorder  
Adopted: May 12, 2009

## **FOURTH 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 last amended in April, 2008.
- 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 Fourth Amended Personal Services Contract ("Agreement").

### **AGREEMENT**

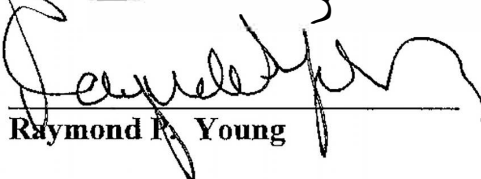
- 1. Mr. Young is appointed by the City Council of the City of Troutdale and serves at the pleasure of the City Council. This Agreement may be terminated by a majority vote of the City Council at its discretion and without cause.
- 2. Mr. Young shall preside over matters that are referred to the Troutdale 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 \$125 per hour, and mileage reimbursement at the standard mileage reimbursement rate for the use of a car as

determined annually by the Internal Revenue Service. 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 18 day of May, 2009.

  
Raymond R. Young

DATED this 13 day of May, 2009.

  
Jim Kight, Mayor  
CITY OF TROUTDALE