

AGREEMENT FOR JUDICIAL SERVICES FOR THE CITY OF NEWBERG

This agreement is entered into and effective as of November 1, 1997, by and between the following parties:

City of Newberg
(*herein after known as Newberg*)
an Oregon Municipal Corporation
414 East First Street
Newberg, Oregon 97132

GRAY & MERCER, P.C.
(*herein after known as GRAY & MERCER*)
Professional Corporation
335 East 6th Street
McMinnville, Oregon 97128

RECITALS:

1. **Newberg** desires Judicial services of a Municipal Judge for the City of Newberg.
2. **GRAY & MERCER** is capable, has personnel experienced in furnishing judicial services, and desires to furnish judicial services to the City of Newberg.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services: **GRAY & MERCER** shall furnish **Newberg** judicial services by and through its firm. **GRAY & MERCER** shall provide services approximately one (1) day per week. Except for one (1) day per week per month. **Newberg** shall provide judicial services for one (1) day per week per month at **Newberg's** expense by means of a separate contract for judicial services. The purpose of this separate contract is to relieve **GRAY & MERCER** of the obligation to provide judicial services for one (1) judicial session per month and to provide judicial services in the event of potential or actual conflict, schedule problems, or other causes. Judicial services includes, without limitation, services in the Newberg Municipal Courtroom, Judicial Chambers, and such other places; or by telephone as may be needed in deciding cases subject to the jurisdiction of Newberg Municipal Court. Currently, the Newberg Municipal Court is in session one (1) day per week. This day has previously been established as Thursday, but this selected day may be changed by agreement between the parties based upon legal holidays, judicial meeting days, conflicts, extreme weather conditions, and other causes.
2. Compensation: **Newberg** shall pay **GRAY & MERCER** the amount of \$1,000.00 per month for the judicial services. This amount is intended to compensate for all judicial services. It is recognized that in some months, more judicial services may be required than other months. It is also recognized that during some months, Court shall not be held one (1) day per week due to legal holidays or judicial meetings, however, the compensation shall remain at \$1,000.00 per month. Any additional compensation must be agreed to in writing prior to services being delivered. Any

compensation for additional services without written authorization is specifically waived.

3. Term: This agreement shall begin November 1, 1997, and remain in effect until terminated in accordance with this agreement.
4. Termination: This agreement may be terminated by either party with or without cause by giving written notice. Upon termination of this agreement, the parties shall cooperate with one-another to assist in the orderly transition of judicial business.
5. Personnel: The parties have agreed that John T. Mercer shall personally furnish the judicial services pursuant to this contract. Any change in personnel shall be agreed upon by the parties.
6. Notice: Any notice required pursuant to this agreement shall be addressed to the parties at the address above stated. Any notices sent to **Newberg** shall be sent in care of the City Attorney. Notices sent to **GRAY & MERCER** shall be sent to John T. Mercer.
7. Indemnification: **Newberg** shall defend and indemnify **GRAY & MERCER** against any demands, claims, or actions arising out of the judicial services furnished by **GRAY & MERCER** pursuant to this agreement.

IN WITNESS WHEREOF the parties have affixed their signatures as below indicated:

CITY OF NEWBERG

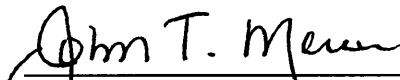
GRAY & MERCER, P.C.



Duane R. Cole, City Manager

11/13/1997

Date

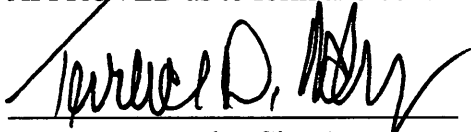


John T. Mercer, Attorney at Law

11/13/97

Date

APPROVED as to form and content:



Terrence D. Mahr, City Attorney

11/13/97

Date

RESOLUTION NO. 97-2067

RESOLUTION APPROVING THE APPOINTMENT OF JOHN T. MERCER AS MUNICIPAL JUDGE; STEPHEN C. PALMER AS ACTING MUNICIPAL JUDGE PRO TEM; AND ROBERT S. THOMPSON AS MUNICIPAL JUDGE PRO TEM FOR AN EIGHTEEN (18) MONTH TERM COMMENCING OCTOBER 1, 1997, PROVIDING FOR REVIEWS OF JUDGES PERFORMANCE AND AUTHORIZING THE CITY MANAGER WITH THE APPROVAL AS TO FORM AND CONTENT OF THE CITY ATTORNEY TO ENTER INTO A CONTRACT FOR SUCH SERVICES.

RECITALS:

1. The City of Newberg has an active Municipal Court which enforces state traffic law, general City ordinances, and zoning laws of the City of Newberg. The court meets once a week on Thursday and is held in the Newberg Public Library. The present Judge has been Judge of the Municipal Court for approximately twenty (20) years.
2. The position of Municipal Judge is an officer's position of the City. The Municipal Judge is "appointed and may be removed by the mayor with the consent of the council." Since the City can have a Municipal Judge, it may also have a Judge Pro Tem. Excerpts from the Newberg City Charter are attached.
3. The City Council with concurrence of the Mayor established a procedure for recommending an appointment of the Municipal Judge. A committee was established to make a recommendation to the Mayor. This committee consisted of the Police Chief, a Police Officer (an officer who was involved in traffic enforcement and has a lot of contact with the court), the President of the City Council and the City Attorney. This committee met with the City Manager and Mayor to screen applicants and interview candidates.
4. The City advertised for proposals for the position of Municipal Judge. The City received thirteen (13) applications from attorneys licensed to practice law in the state of Oregon. The committee interviewed three (3) candidates. The committee unanimously recommends the appointments to the Mayor.
5. The City will have an Acting Pro Tem Municipal Judge and a Pro Tem Municipal Judge. This will ensure that the Court will be held at all times. Vacations, sickness and other conflicts will not prevent the Court from being held. In the past, the Municipal Judge has not missed a single day of Court except for vacations. However, as the Court gets busier, it is very important not to miss a day of Court because of the burden it places on the next week's court date.
6. The Mayor makes these appointments contingent upon the consent of the City Council. Further, the Council is authorizing the City Manager to enter into contracts to secure the services of the individuals for the positions. The Municipal Judge and Municipal Judge Pro

Terms can be removed from office at any time by the Mayor with the consent of the City Council.

7. Information concerning each candidate is attached to this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWBERG AS FOLLOWS:

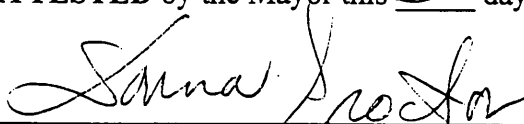
1. The City Council consents to the appointments by the Mayor commencing October 1, 1997, as follows:
 - (A) John T. Mercer to the office of Municipal Judge of the City of Newberg.
 - (B) Stephen C. Palmer to the office of Acting Municipal Judge Pro Tem of the City of Newberg.
 - (C) Robert S. Thompson to the office of Municipal Judge Pro Tem of the City of Newberg.
2. The City authorizes and empowers the City Manager to do all necessary acts and deeds on behalf of the City to enter into a contract to secure the services of the individuals above indicated to perform the duties of their offices. The City Attorney shall approve the contracts as to form and content.
3. The appointment to these offices is for a period of eighteen (18) months commencing October 1, 1997. At the end of the period, the Mayor and City Council shall review the appointments. The appointments shall continue until further action by the Mayor and City Council. During this initial eighteen (18) month period, the Council shall provide for reviews of the Judges' performances at six (6) month intervals. The form and type of reviews shall be determined by the City Council. The Municipal Judge, the Acting Municipal Judge Pro Tem, and the Municipal Judge Pro Tem may be removed by the Mayor with the consent of the City Council at any time. They hold their position and serve in their office at the pleasure of the Mayor and City Council.

ADOPTED by the City Council of the City of Newberg this 8th day of August 1997.



Duane R. Cole, City Manager

ATTESTED by the Mayor this 5 day of August 1997.



Donna Proctor, Mayor