

RESOLUTION NO. 2018-76

**RESOLUTION APPOINTING DAVID VEVERKA AS MUNICIPAL
JUDGE PRO TEM FOR THE CITY OF FOREST GROVE**

WHEREAS, the City Council may provide for the appointment of Municipal Judge Pro Tem to serve in the absence or inability of the Municipal Judge and for compensation thereof; and

WHEREAS, such appointment shall be made by the City Council; and

WHEREAS, Section 35 of the City of Forest Grove Charter provides for the duties and responsibilities of the Municipal Judge (Pro Tem) who shall serve for an indefinite term and may be removed at the pleasure of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. That David Veverka is hereby appointed to serve as Municipal Judge Pro Tem for the City of Forest Grove.

Section 2. That David Veverka, as Municipal Judge Pro Tem, shall have all powers and duties of the Municipal Judge, as provided in Chapter VIII, Section 35, of the City Charter.

Section 3. The City Manager is hereby authorized to sign the professional services agreement for the services of the Municipal Judge Pro Tem.

Section 4. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of September, 2018.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of September, 2018.



Peter B. Truax, Mayor

PROFESSIONAL SERVICES AGREEMENT

DATE: September 10, 2018

PARTIES: CITY OF FOREST GROVE, OREGON (City) and
DAVID VEVERKA (Contractor).

RECITALS:

A.) City is a municipal corporation of the State of Oregon and, as such, is subject to the provisions of the Forest Grove City Charter. Section 35 of the Charter authorizes the City Council (Council) to appoint the Municipal Court Judge and remove such officer at the pleasure of the Council.

B.) City has offered and Contractor has accepted appointment as Pro-Tem Municipal Court Judge.

C.) The appropriation of funds to pay City expenses, including Contractor services, is subject to the Oregon Local Budget Law and actions of the Council. In years subsequent to the first year of this Agreement, payment to Contractor will be within the scope of those actions and the budget process.

D.) The parties desire to enter into a written professional services agreement which creates a professional and businesslike relationship, which serves as a basis for effective communication, and which avoids any misunderstanding between the parties as to the term of the relationship.

THE PARTIES MUTUALLY AGREE:

SECTION ONE

APPOINTMENT, REMOVAL, AND SUPERVISION

The Council has the sole authority to appoint and remove Contractor. Contractor serves at the pleasure of the Council and may be removed by the Council at any time without a cause.

SECTION TWO

DUTIES

Contractor is appointed as City's Pro-Tem Municipal Court Judge to perform the functions and duties specified in the City Charter for the position including:

A.) Preside over hearing, trials, and other official activities of the City's Municipal Court; make rulings and judgment, and impose penalties therefore as appropriate.

B.) Coordinate with Court staff to ensure the accomplishment of judicial functions of the Court according to the provisions of ORS 221.352.

C.) Issue such writs, warrants, opinions, orders, reports, and other documents as necessary for the effective administration and operation of the Court.

SECTION THREE

QUALIFICATIONS

While this agreement is in effect, Contractor shall be a member in good standing of the Oregon State Bar, and in compliance with the Oregon Rules of Judicial Conduct, and shall maintain, at Contractor's expense, all professional liability insurance as required.

SECTION FOUR

TERM OF CONTRACT

Contract is effective September 10th, 2018, and shall continue until Contractor resigns, or until termination by the City Council.

SECTION FIVE

COMPENSATION

City shall pay Contractor the hourly rate of \$80.00 (Eighty Dollars) for services performed. When the Contractor is performing services as the City's Municipal Court Judge Pro Tem, the Contractor will be paid for a minimum of four hours for each day the Contractor holds court. Time and expenses for travel to and from Forest Grove are not part of the services under this contract. Contractor shall submit a monthly invoice when services are rendered and City shall pay the Contractor within twenty (20) days of receipt of the invoice.

SECTION SIX

HOURS OF WORK

Contractor will devote services to the City during the hours established for Court Operations.

SECTION SEVEN

RELATIONSHIP OF PARTIES

It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, paid vacation, or any other employee benefits as part of the agreement.

SECTION EIGHT

EXCLUSIVE TERMS/ ASSIGNMENT

The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any other person, persons of legal entities. Neither this agreement nor any rights hereunder may be assigned by either party.

SECTION NINE

SEVERABILITY SCOPE

If any provision of the Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force or effect. If any provision is found to be overbroad in scope or duration, then the breadth of the provision shall be reduced to the maximum allowable under law.

SECTION TEN

ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties. No amendment or variation of the terms and conditions of this Agreement shall be valid unless it is in writing and signed by all parties. This Agreement shall be governed by the laws of the State of Oregon

Accepted by City of Forest Grove:

Accepted by Contractor:



By: Jesse Vanderzanden, City Manager

David Veverka

September 10, 2018

Date

Date



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	9
MEETING DATE:	9-10-18
FINAL ACTION:	REMOVED 9/16

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *September 10, 2018*

PROJECT TEAM: *Paul Downey, Administrative Services Director*

SUBJECT TITLE: *Appoint Pro Tem Municipal Court Judge*

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

X all that apply

ISSUE STATEMENT: The Forest Grove and Cornelius Municipal Courts need a Municipal Judge Pro Tem to serve in the absence of the Presiding Municipal Judge. The City Charter requires that the City Council appoint the Municipal Court Judge and any Pro Tem Judges. Staff is requesting that the City Council appoint David Veverka as a Municipal Judge Pro Tem. Staff has prepared a professional services agreement consistent with the terms of the current Forest Grove Municipal Court Judge Pro Tem.

BACKGROUND: The City of Forest Grove Municipal Court currently has just one Judge Pro Tem, Terrence D. Mahr. The City of Cornelius Municipal Court has appointed Anne E. Tracey as their only Judge Pro Tem which the City of Forest Grove also appointed in 2013. Appointing a third Judge Pro Tem will allow more flexibility in scheduling. The other Pro Tem Judges are not always available due to other commitments or scaling back availability due to retirement. The City only uses a Pro Tem Judge once or twice per year.

Mr. Veverka is currently the Presiding Judge for the Hillsboro Municipal Court and has agreed to act as Judge Pro Tem if appointed. Mr. Veverka is a member in good standing with the Oregon State Bar and meets all of the qualifications for municipal judge as required by Oregon State Statutes.

FISCAL IMPACT: There is no fiscal impact, as the compensation for a Judge Pro Tem would be in lieu of paying the presiding Judge to hold court.

STAFF RECOMMENDATION: Staff is recommending that the City Council approve the attached resolution so that David Veverka can be appointed Judge Pro Tem for the City of Forest Grove Municipal Court.

ATTACHMENT(s): Resolution and Exhibit A, Profession Services Agreement