

## CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into June 11, 2025, by and between the CITY OF LEBANON, Oregon, a municipal corporation, hereinafter referred to as "CITY" and GERALD WAITE, Attorney at Law, hereinafter referred to as "WAITE," and is effective July 1, 2025.

### WITNESSETH:

WHEREAS, the CITY desires the services of WAITE as Municipal Judge, pursuant to Section 10 of the Charter of the city of Lebanon; and

WHEREAS, WAITE desires to serve in said capacity; 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 WAITE to perform all functions and duties specified in Section 22 of the Charter of the city of Lebanon 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. Oversee the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and 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. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.
- e. Maintain a professional standard of performance consistent with and adherent to the Oregon Code of Judicial Conduct.

Independent. In performing the duties of Municipal Court Judge, WAITE shall serve as an 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 WAITE agrees to carry out his duties in a timely, consistent, and impartial manner.

Term. This Agreement shall commence July 1, 2025 and shall continue until June 30, 2027. This contract may be renewed upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, WAITE 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 WAITE any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

Compensation. WAITE will be paid as an employee \$57,639.66 annually, which is \$2,216.91 bi-weekly.

### Benefits.

- a. Sick Leave. CITY shall provide WAITE with sick leave to be accrued at a rate of one (1) hour accrued per 30 hours worked up to a maximum of 48 hours of leave. Sick leave hours have no cash value and are not paid out upon contract expiration or termination.
- b. Pro Tem Hours. CITY shall provide up to 24 hours per calendar year of judge pro tem services paid by CITY. Pro tem hours do not carry over to the following calendar year. Pro tem hours have no cash value to WAITE and are not paid out upon contract expiration or termination.
- c. PERS. All contributions as required by law.
- d. Except as set forth specifically in this agreement, WAITE is not eligible for any benefits offered by the CITY other than those required under federal or state law.

Pro Tem Services. While it is agreed that WAITE shall personally serve as Municipal Judge and shall generally be available to fill the duties of that office, it is anticipated that ethical conflicts, professional development requirements, vacations, or illness, will occasionally require the employment of pro tem municipal judges. WAITE shall be responsible to arrange for all coverage as necessary by pro tem judges. All pro tem judges shall be members of the Oregon State Bar and have sufficient qualifications and experience for the position. WAITE shall provide the City the name of one pro tem Judge that has agreed to serve if necessary in his absence.

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 complete a biweekly timesheet outlining the number of hours he is devoting to his judicial duties as well as any pro-tem hours, sick leave, or professional leave used.

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 Lebanon. 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 Lebanon, 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 non-bargaining employees.

Professional Liability. The CITY agrees to defend, hold harmless, and indemnify WAITE on any and all claims brought against WAITE arising out of WAITE'S actions within the scope of the employment relationship with CITY. The CITY agrees to carry appropriate insurance through CITY'S insurance program.

Relationship of the Parties. The relationship between the parties is that of employer and employee. WAITE shall have no authority to enter into any contracts binding upon CITY except as authorized by general written City policy or specific authorization from the Lebanon City Council.

Termination. WAITE shall serve at the pleasure of the Lebanon City Council and may be removed by a majority vote of the City Council with or without cause. Any termination “without cause” shall require 60 days’ notice; Any termination “for cause” is immediate. WAITE may terminate this Contract with 30 days written notice.

Modifications or Amendments. This employment agreement may be unilaterally modified by CITY to comply with any applicable changes in federal or state law. CITY and WAITE may negotiate other changes to the agreement at such time as the contract is being considered for renewal.

Severability. If any provision or any portion of any provision in this employment agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, provision, or portion shall be severed and remain in full force and effect.

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 WAITE or any pro tem judge other than as set forth herein.

CITY OF LEBANON:

JUDGE:

By \_\_\_\_\_  
Kenneth Jackola, Mayor

\_\_\_\_\_  
Gerald Waite, Municipal Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Julie Fisher, MMC, City Recorder