

**CITY OF WILSONVILLE  
EMPLOYMENT AGREEMENT  
2022-2024**

This Employment Agreement (“Agreement”) is made and entered into effective the 7<sup>th</sup> day of January 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Fred Weinhouse** (“Employee”), both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, the City desires to continue to employ the services of Employee as the Presiding Municipal Court Judge (“Judge”) for the City of Wilsonville, effective as of January 7, 2022; and

WHEREAS, it is the desire of the City to establish certain conditions of employment, establish certain benefits, and set working conditions for Employee; and

WHEREAS, Employee desires to continue employment as Judge of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Term**

The term of this Agreement shall be for a period of two (2) years from the Effective Date.

**Section 2. Work Hours**

The City hereby employs Employee as Judge for the City of Wilsonville. Employment is part-time and is compensated on an hourly basis. Judicial services (including use of pro-tems) are not to exceed twenty (20) hours per month without prior written approval of the Finance Director. Due to the limited hours, unless a PERS eligible employee, the only fringe benefit provided is sick leave, earned at the rate of one (1) hour for every thirty (30) hours worked. More information concerning benefits may be obtained from the City’s Human Resources Manager. Employee’s normal work hours will be to preside over Municipal Court, currently held every other Tuesday afternoon. Employee shall submit a timesheet for actual hours worked, provided that Employee will be paid for a minimum of two (2) hours on each court day, even if Employee works less time on any given court day. Employee will also be paid for all hours spent reviewing and researching case files and for all time spent writing opinions, rulings, and correspondence related to Municipal Court and the like.

**Section 3. Employment Date and Status**

Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause and with or without notice.

#### **Section 4. Compensation**

Employee shall be paid on an hourly basis for all hours worked, as outlined above at the rate of One Hundred Dollars (\$100) per hour (“Salary”).

#### **Section 5. Assigned Duties**

Employee will hear Municipal Court cases and render decisions. Employee will also respond, as required, to Municipal Court cases that may be appealed to a higher court. Employee will exercise supervision and control over court personnel when performing their in-court and Municipal Court responsibilities, including other judges and counter personnel, when Municipal Court is in session. A City Finance Department Manager will supervise the City’s Municipal Court program and is responsible for daily supervision and performance of City employees assigned to perform Municipal Court duties. In the event Employee has any cause for concern with any employee or other judge, Employee shall inform the Finance Department Manager of the concern and recommended action and the Finance Department Manager will then address the issue(s) raised. Employee agrees to perform these and other legally permissible and proper judicial duties and functions as the Wilsonville City Council (“Council”) assigns to Employee. Employee reports directly to the Wilsonville City Council.

#### **Section 6. Professional Development**

The City will reimburse Employee up to Five Hundred Fifty Dollars (\$550) per year for mileage, seminar tuition, bar dues, and travel accommodations to attend the Oregon Municipal Judge’s Association annual meeting, or similar training, if Employee elects to go, at Employee’s sole discretion. Employee is not paid for time spent at elective training. The City will also reimburse Employee up to Six Hundred Dollars (\$600) per year for membership in the Oregon State Bar, with proof of payment to the Oregon State Bar.

#### **Section 7. Indemnification**

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as Municipal Court Judge. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

#### **Section 8. Other Terms and Conditions of Employment**

City Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

**Section 9. General Provisions**

9.1. This Agreement shall constitute the entire agreement between the parties.

9.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

9.3. If any provision, or any portion thereof, contained in this Agreement is held 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.

9.4. This Agreement may only be amended in writing, signed by both the City and Employee.

9.5. Waiver of any provision of this Agreement, either by the City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

9.6. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

9.7. This Agreement, along with the City’s employment policies (as they may be amended and expanded from time to time), which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

CITY OF WILSONVILLE

EMPLOYEE

By: \_\_\_\_\_  
Julie Fitzgerald  
As Its: Mayor

\_\_\_\_\_  
Fred Weinhouse

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney