

# City of Sweet Home Employment Agreement

This Agreement, made and entered into this 28th day of January 2020 by and between the City of Sweet Home, Oregon, a municipal corporation, (hereinafter called "City") and Larry J. Blake Jr., (hereinafter called "Employee"), both of whom agree as follows:

## Section 1: Term

- A. The term of this Agreement shall commence on -February 1, 2020 and end on January 31, 2022.
- B. The Employee shall serve at the pleasure of the City Council. No rights, responsibilities, or compensation shall extend beyond the term of this agreement unless extended by addendum to this agreement.

## Section 2: Employment, Duties, and Authority

The City agrees to employ Employee as Municipal Court Judge to perform the functions and duties of that position. The authority of Employee, consistent with State law, City Charter or Ordinance, shall include, but not be limited to the following:

- Preside over arraignments, trials, and hearings for the following case types: criminal cases, violations, towing hearings, parking citations and administrative appeals, and appeals to the Court as set forth in City Charter, Ordinance or State Law;
- Oversee the Municipal Court judicial function;
- Update court orders and rules as needed;
- Provide an annual report to City Council;
- Research and additional projects as agreed to by the Municipal Court Judge and Finance Director;
- Make himself available as a speaker at Sweet Home schools or other community forums to discuss issues of mutual interest to the Court and citizens of Sweet Home and
- Abide by the position description which is attached to this document and hereby made a part of this agreement.

## Section 3: Compensation

- A. Effective February 1, 2020 through January 31, 2022, the City agrees to pay the Employee a monthly salary of \$4,285.42
- B. All pay shall be in installments at the same time and in the same manner that the other employees of the City are paid.
- C. At any time during this agreement, if the court's caseload changes significantly, and results in a substantial change in the Employee's hours, both parties agree to negotiate an appropriate adjustment in the Employee's compensation.

## Section 4: Hours of Work

The hours in which court are held is set by Order. If court will be held outside of the pre-determined hours it will be with the consent of the Employee or a pro tem judge will be assigned. The City and Employee recognize the Employee will be working hours, outside of those indicated in the Order, on administrative functions and special projects.

## Section 5: Performance Evaluation

The City Council may conduct performance evaluations of the Employee, as they deem appropriate.

#### **Section 6: Professional License and Professional Development**

- A. The Employee is required to maintain a current license with the Oregon State Bar and be a member in good standing. If Employee does not maintain his license or is not in good standing his employment may be terminated immediately with no further compensation due under this contract.
- B. The City encourages the professional growth and development of the Employee and encourages participation in seminars and conferences specifically related to his duties as Sweet Home Municipal Court Judge. The City agrees to pay for associated expenses to the extent that the expenses are reasonable and necessary, as determined by the City, subject to availability of funds and as approved in the City's annual budget.

#### **Section 7: Termination**

- A. This agreement may be terminated immediately by the City in the event the Employee is indicted (or its legal equivalent in that jurisdiction) for any illegal act, no longer meets the minimum requirements described in the position description; pleads guilty or no contest or is found guilty of a crime involving fraud, dishonesty, misuse of alcohol, misuse of narcotics or violent behavior; after appeal if any, becomes the subject of a stalking order or restraining order issued by a Court of competent jurisdiction; becomes a person who is required to register as a sex offender; commits an act involving moral turpitude; abandons the position as Sweet Home Municipal Court Judge or commits a serious act of misconduct in performance of the Judge's duties on behalf of the City whereupon the City will not be obligated to compensate Employee further under this agreement.
- B. Cause shall not be required for removal of the Municipal Court Judge. The Employee shall serve at the pleasure of the City Council.

#### **Section 8: Resignation**

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, subject only to the provisions set forth in this Agreement. In the event that the Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of 60 days notice in order to resign in good standing with the City, unless the parties agree otherwise.

#### **Section 9: Indemnification**

To the full extent permitted by law, the Employer shall defend, save harmless and indemnify the Employee against any tort, administrative proceeding or action, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of the Employee's duties as Municipal Court Judge unless the act or omission involved gross negligence or willful or wanton conduct under which circumstance the Employee shall be responsible for any and all damages, costs and fees caused by the misconduct or gross negligence himself. The Employee's actions within the course and scope of his employment shall be indemnified by the City until the statute of limitations has expired without regard to his continued employment with the City.

Legal representation, provided by the Employer for the Employee, shall extend until a final determination of the legal action including any appeals brought by Employer or other party. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this section, to be available.

The Employee recognizes that the Employer shall have the right to compromise or settle any claim, suit, proceeding or action.

#### **Section 10: Other Employment**

The Employee may accept other employment, including assignment as a judge to other courts, provided that such employment does not substantially interfere with his duties as Municipal Court Judge as set forth herein.

#### **Section 11: Other Terms and Conditions of Employment**

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

#### **Section 12: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:


- |     |          |  |
|-----|----------|--|
| (1) | CITY:    | City Manager<br>City of Sweet Home<br>3225 Main Street<br>Sweet Home, Oregon 97386 |
| (2) | EMPLOYEE | Larry J. Blake Jr.<br>1304 S.W. Bertha Blvd<br>Suite A<br>Portland, OR 97217       |

Alternatively, notice required pursuant to this Agreement may be personally delivered.

#### **Section 13: General Provisions**

- A. **Integration.** This Agreement and attachments referenced herein, sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. **Binding Effect.** This Agreement shall be binding on the City and the Employee.
- C. **Effective Date.** This Agreement shall become effective on January 28, 2020
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

- E. Modification or Amendments. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the Mayor and the Employee.
- F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' rights to enforce the provision or provisions, nor shall any waiver of any breach of any provision or provisions be a waiver of any succeeding breach of the provision itself or any other provision.
- G. The Employee and City acknowledge that there is no retirement, paid leave, or additional employment benefits beyond those specified in this agreement that will be afforded to the Employee.

 2-20-20  
\_\_\_\_\_  
Greg Mahler, Mayor

  
\_\_\_\_\_  
Larry J. Blake Jr.  
1/29/20

Date

Date