

**Laraine McNiece**  
**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this 1st day of July 2017, by and between the City of Oregon City's City Commission (the "City Commission") on behalf of the City of Oregon City, and Laraine McNiece ("Ms. McNiece"), in order to provide the general terms of Ms. McNiece's employment with the City of Oregon City.

1. Duties and Classification. Ms. McNiece shall perform the functions and duties normally associated with the position of the Municipal Court Judge of the City of Oregon City, as specified in Section II of the City Charter. Duties shall be judicial in nature and shall include, but are not limited to: hearing pleas, conducting bench and jury trials, reviewing case-related correspondence, and consulting with City of Oregon City staff in the development of policies and procedures related to operation of the Municipal Court. Ms. McNiece shall devote sufficient time to insure maintenance of a current docket and opportunity for evening court appearances by the public. Ms. McNiece shall be classified and paid as an employee of the City of Oregon City pursuant to US Internal Revenue Service regulations. This classification does not indicate or authorize the City Commission or Oregon City's public officers or employees to exercise any supervisory or other authority concerning Ms. McNiece's judicial decision or judicial authority.
2. Standards and Review. Ms. McNiece agrees to carry out her duties in a timely, consistent, and impartial manner in accordance with the Oregon Code of Judicial Conduct. Ms. McNiece's performance shall be reviewed by the City Commission annually and prior to the expiration of this Agreement. For purposes of the performance review, comments may be solicited from the City Manager, the City Attorney, the Clackamas County Bar Association, and the public at large. The evaluation will be based on the Ms. McNiece's job functions and any specific goals and objectives identified by Ms. McNiece and Commission periodically. Ms. McNiece shall inform the City Commission regarding the amount of time that she spends in Municipal Court as well as her evaluation of Municipal Court matters.
3. Term.
  - A. Ms. McNiece's employment shall be "at will." Accordingly, both she and the City Commission remain free at all times to terminate the employment relationship, with or without cause. However, because both parties recognize the importance of some notice, Ms. McNiece and the City Commission agree to give four weeks' notice prior to termination.
  - B. This Agreement shall begin on July 1, 2017, and continue for two years from that date.
4. Hours of work. It is recognized that the hours devoted by Ms. McNiece to perform her responsibilities may vary with the caseload of the Court.
5. Compensation. For all services performed by Ms. McNiece pursuant to this Agreement, Ms. McNiece shall be paid a monthly salary of five thousand three hundred ninety-six dollars (\$5,396 month). Ms. McNiece's salary shall be concurrently adjusted for cost of living increases, if any, at the same percentage as other management and supervisory employees and as approved by the City Commission. Ms. McNiece's wages, which may change over time, will be paid in accordance with the City of Oregon City's then-existing payroll policies and be subject to the normal and/or authorized deductions and withholdings. The Commission may award merit pay for performance

as a percentage of annual salary. Any merit pay shall be awarded within one month after the review described in Section 2 of this Agreement.

- A. The Commission agrees to provide for reasonable travel and subsistence expenses for professional and official travel, meetings, seminars and occasions to adequately continue Ms. McNiece's professional development including but not limited to the Judge's Conference and up to two (2) CLE classes on Evidence and Criminal Law.
6. Judge Pro Tem. Pro Tem Judges shall be selected from a list of qualified candidates and approved by the City Commission. Ms. McNiece shall arrange for a Pro Tem Judge should she be unable to perform her regular duties due to illness, personal leave or unanticipated personal needs. The City Commission agrees to pay for the judge pro tem services and not reduce Ms. McNiece's compensation.
7. Indemnification. The City of Oregon City will defend and indemnify Ms. McNiece against any demands, claims or actions arising out of the judicial services furnished by Ms. McNiece pursuant to this agreement.
8. Entire Agreement. This Agreement supersedes all prior representations and understandings between the parties and may not be modified in any way except upon the written amendment of this Agreement executed by the Mayor and Ms. McNiece.
9. Effect of Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

**IN WITNESS THEREOF**, the City Commission has caused this Agreement to be signed and executed on its behalf by its Mayor and attested to by its City Recorder, and Ms. McNiece has signed and executed this Agreement, both in duplicate and day and year first above written.

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Dan Holladay, Mayor

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Laraine McNiece

ATTEST:

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Kattie Riggs  
City Recorder