

COUNCIL RESOLUTION No. 24-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR MUNICIPAL COURT JUDGE SERVICES.

WHEREAS the Milwaukie Municipal Court is the city's judicial tribunal and hears cases arising under the municipal code, the development code, and the Oregon Vehicle Code; and

WHEREAS the city requires municipal court judge services for the operations of its municipal court; and

WHEREAS in 2020 the City Council awarded a new contract to Kimberly Graves to provide municipal court judge services; and

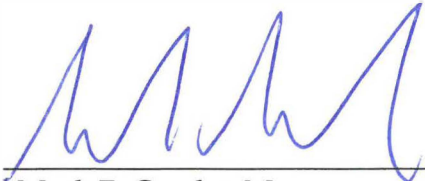
WHEREAS the current contract expires on May 31, 2022, and the city has the option to extend the contract for an additional two-year period; and

WHEREAS city staff has negotiated with Judge Graves to keep the services provided applicable to the court's current needs and provide adequate compensation for these services.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager is authorized to sign a contract amendment with Kimberly Graves for municipal court judge services for an extended term through May 31, 2024.

Introduced and adopted by the City Council on **April 19, 2022**.

This resolution is effective immediately.



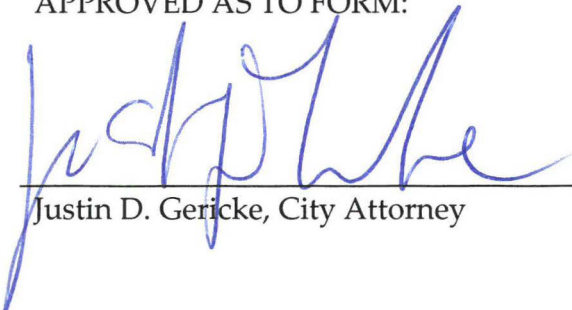
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:



Scott S. Stauffer, City Recorder



Justin D. Gericke, City Attorney



**AMENDMENT TO PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR MUNICIPAL COURT JUDGE SERVICES**

This agreement hereby amends the above-entitled contract between the City of Milwaukie and Kimberly M. Graves, hereinafter called Consultant, the original compensation amount of which was \$37,000 per year for performance of services.

This amendment is as follows:

1. Under Section 2 (Effective Date and Duration), the contract expiration date is extended for a two-year period until May 31, 2024.
2. Under Section 3 (Compensation), the first sentence is replaced with:
City agrees to pay Consultant not to exceed twenty-eight thousand dollars (\$28,000) per contract year for performance of those services described in the Scope of Work.
3. Under Exhibit A (Scope of Work), Section A(1), the third paragraph referencing attendance court is deleted completely.
4. Under Exhibit A (Scope of Work), Section C, will be replaced with:
City shall pay Consultant for performance of services not to exceed \$28,000 per contract year as described in Section 2 of this Agreement. Compensation shall be paid to Consultant at the following rates:

Description	Amount
Regular court session(s)	\$1,980 per month
Reimbursable expenses (including additional meetings and travel expenses)	As requested by Consultant and approved by City

The terms stated above in this amendment are effective June 1, 2022. All other conditions remain in full force and effect.

In Witness to the above, the following duly authorized representatives of the parties referenced have executed this agreement:

City of Milwaukie

Kelly A. Brooks

Signature

Kelly Brooks, City Manager (Acting)

Print Name & Title

4/19/2022

Date

Kimberly M. Graves

Signature

Print Name & Title

Date