**EMPLOYMENT AGREEMENT FOR THE MUNICIPAL COURT JUDGE**

**IN THE CITY OF SEATAC**

The City of SeaTac, Washington (the City), a Washington municipal corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Municipal Court Judge” or “Judge”), hereby enter this Employment Agreement (“Agreement”) as follows:

**WHEREAS,** the City Manager has appointed the Municipal Court Judge to serve as Judge of the City’s Municipal Court; and

**WHEREAS,** the City Council has confirmed that appointment on \_\_\_\_\_, 2021; and

**WHEREAS, the Municipal Court Judge** has accepted the appointment and confirmation; and

**WHEREAS, the Municipal Court Judge** understands the City’s judicial position is a part-time position, spread over six (6) potential workdays per week (including, when required, in-detention hearing on weekends and/or holidays) that require bench appearances, reasonable preparation for hearings and other proceedings, and supervision of court staff; and,

**WHEREAS,** in order to memorialize employment of the Municipal Court Judge it is appropriate for the City to enter into an Employment Agreement with the Municipal Court Judge for such service;

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions and terms contained herein, the City and the Municipal Court Judge agree as follows:

1. **TERM OF APPOINTMENT:**

Effective January 1, 2022, and subject to confirmation by the SeaTac City Council, the Municipal Court Judge accepts the position of Judge of the Municipal Court of the City of SeaTac in accordance with the provisions of RCW 3.50.090 and Chapter 2.10 of the City of SeaTac Municipal Code as supplemented by this Employment Agreement for a four-year term commencing on January 1, 2022 and terminating on December 31, 2025.

1. **DUTIES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Washington Constitution, the Revised Code of Washington, the Code of Judicial Conduct, the General Rules of the Washington Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Washington and Washington State Judge’s Ethics Advisory Opinions. The Judge is a Presiding Judge within the meaning of General Rule (GR) 29 of the Washington Court Rules.

The Judge shall at all times faithfully and to the best of his or her ability administer activities of the Court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance. The Judge shall be, and remain, an attorney admitted to practice law before the courts of record for the State of Washington. The Judge must also be a citizen of the United States of America, the State of Washington, and maintain residence pursuant to RCW 3.50.075(5). The Judge must immediately report to the City Manager any change affecting his or her membership in good standing in the Washington State Bar Association or change in residency.

3. **JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Legislative, Executive and Judicial branches of government are co-equal. Each has the responsibility for the criminal justice system and cooperation with each other is necessary to meet its separate responsibility and is fundamental to our system of government.

The City is organized as a Council-Manager municipality, under which the City Manager is primarily accountable to assure that each branch of government cooperates with the other to assure an effective, efficient and just court system. The Judicial branch is accorded independence from the Executive and Legislative branches, and nothing contained herein shall be construed to interfere with that independence. Furthermore, the Judge is responsible for ensuring that court staff and officials subject to the Judge’s direction and control comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes.

The Court Administrator shall be appointed by the Judge and shall serve as an At-Will Employee as defined by the City for Department Heads. The Court Administrator and all represented court staff are City employees subject to City rules and regulations. Their salaries, benefits, hours of work and working conditions shall be established by the City and/or negotiated through the Collective Bargaining Agreement. The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The City Manager and the Judge agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge’s rights and responsibilities with respect to court employees. The Judge acknowledges the Court Administrator is an invited member to the City’s Leadership Team and may participate in discussions that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and ensure consistency and common practices throughout the City, including hours of operation.

4. **COMPENSATION:**

* 1. The Judge’s salary, as set by Ordinance #21-\_\_\_\_, and benefits shall be appropriated through the City’s budget process.
  2. The Judge’s salary shallconstitute compensation for all responsibilities and duties in the administration of theMunicipal Court, including attendance at annual District and Municipal Court Judges’ Association Spring Conference, the Annual State Judge’s Conference, and for other approved classes and seminars necessary to maintain current knowledge and certifications, so long as the classes and seminars are necessary to fulfill the requirements of GR 26, “Mandatory Continuing Judicial Education.”

c. The Judge will receive 160 hours of paid time for vacation, sick leave, conference, training and recusal/affidavit of prejudice. The City will allocate a maximum of $14,080 in the budget for the 160 hours of paid time.

d. The City shall pay for the cost of professional membership, required professional classes andtraining, including registration and travel expenses similarto those provided to City Department Heads.

5. **JUDGES PRO TEMPORE:**

In the event the Judge is unable to serve due to disability, illness, and/or absence, an actual conflict, or an affidavit of prejudice, it shall be the Judge’s responsibility to notify the Court Administrator who shall make the arrangements for the presence of a judge pro tempore. All judges pro tempore shall be qualified to hold the position of the Judge of the Municipal Court, as provided herein and in RCW 3.50.090 and GR 29(f). Should the Judge’s absence exceed the maximum limit for paid time offof 160 hours (as set forth in Paragraph 4.c above) during the remainder of this Agreement, and the appointment of a judge pro tempore is necessary, the Judge authorizes the City for his or her salary for a specific pay period be reduced by the number of hours a judge pro tempore is required to serve in the judicial capacity.

6. **WORK HOURS:**

The Judge is required to be available for judicial hearings, calendars, and other proceedings Monday through Friday each week. In the interest of public safety and the Constitutional rights of defendants, the Judge is also required to conduct in-custody hearings on weekends and/or holidays for the purpose of arraignment or probable cause findings as required by law and/or court rules. The Judge is responsible for managing and adjusting the Court’s schedule to accommodate all hearings, calendars, proceedings, and other appearances within the parameters of a part-time position.

7. **METHOD OF PAYMENT:**

The Judge shall submit a timesheet for compensation on a bi-monthly basis for services in accordance with payroll procedures and timelines established by the City. Compensation will be paid on the same schedule as other City employees.

8. **BENEFITS:**

a. The City will offer the Judge and his eligible dependents health care insurance benefits, to include medical, dental, and vision insurance per City policy for regular part-time employees.

b. The position of Municipal Court Judge is an “eligible position” as that term is defined under the present rules of the Washington State Department of Retirement Systems (DRS) for the Public Employees Retirement System (PERS). The Judge may enroll into the applicable retirement plan and program(s) allowed by DRS rules.

9. **TERMINATION OF AGREEMENT:**

This Agreement may be terminated during the Judge’s term of office as follows:

* 1. By the Judge if he provides a minimum of 120 days written notice prior to his effective date of termination, unless otherwise mutually agreed upon by the parties.
  2. By the City only upon action of the Commission on Judicial Conduct or the Washington State Supreme Court as provided in Article IV, Section 31 of the Washington State Constitution.
  3. If the Judge is no longer eligible to serve as the Municipal Court Judge pursuant to State Law.

10. **MEDIATION AND DISPUTE RESOLUTION:**

Should any dispute arise between the parties, the dispute matter shall be submitted to mediation using a mediator from \_\_\_\_\_ and following the mediator selection process and mediation rules. The parties shall pay their own costs associated with the mediation. If mediation is unsuccessful, then the matter, at either party’s request, shall be submitted to binding arbitration in accordance with the Uniform Arbitration Act, Chapter 7.04A RCW. The Parties shall be equally responsible for the costs incurred in the arbitration including arbitrator’s fee, and each party shall pay for their own attorney’s fee. This Employment Agreement shall be governed under the laws of the State of Washington, and any dispute regarding this Employment Agreement shall be resolved in King County Superior Court, State of Washington. At all times during the dispute resolution process, the Parties shall continue to carry out their responsibilities under this Agreement.

11. **MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto and approved by the City Council.

12. **SEVERABILITY:**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

13. **CONTRACT ADMINISTRATION:**

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by \_\_\_\_\_\_\_\_\_\_ on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

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| **CITY OF SEATAC:**  City of SeaTac  Attn.: City Manager’s Office  4800 S. 188th Street  SeaTac, WA 98188  Email:  Telephone: (206) 973-4800 | **MUNICIPAL COURT JUDGE:**  JUDGE’S NAME  Address 1  Address 2  Email:  Telephone: (206) |

**IN WITNESS WHEREOF** the parties hereto do hereby execute this Agreement.

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| **CITY OF SEATAC**    Printed Name: Carl C. Cole  Title: City Manager  Date: | **MUNICIPAL COURT JUDGE**    Printed Name:  Date: |
| **APPROVED AS TO FORM:**    Printed Name: Cindy Corsilles  Title: Assistant City Attorney |  |