

**CITY OF LAKE FOREST PARK  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** between the **CITY OF LAKE FOREST PARK**, King County, Washington, ("City") and Jennifer Johnson Grant ("Judge") relating to their service as City of Lake Forest Park Municipal Judge, is dated this 15<sup>th</sup> day of December, 2021.

**WHEREAS**, the Mayor has appointed Jennifer Johnson Grant, a member of the Washington State Bar, to serve as Judge of the City's municipal court; and

**WHEREAS**, the City Council confirmed that appointment on November 18, 2021; and

**WHEREAS**, Jennifer Johnson Grant, has accepted the appointment;

**NOW, THEREFORE**, the City and Jennifer Johnson Grant mutually agree as follows:

**ARTICLE 1. JUDGE**

Jennifer Johnson Grant accepts the position of Judge of the Municipal Court of the City of Lake Forest Park, in accordance with the provisions of Chapter 2.12 of the Lake Forest Park Municipal Code as supplemented by this Agreement, for a four-year term commencing January 1, 2022 and terminating December 31, 2025. If this Agreement conflicts with any provision of the Code, the Code shall govern.

**ARTICLE 2. SERVICES**

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 Code of Judicial Conduct, the General Rules of the Washington Court Rules ("GR"), such other rules as may be prescribed by the Supreme Court of the State of Washington, and according to the Code of Judicial Conduct and Washington State Judges' Ethics Advisory Opinions. The Judge is a "Presiding Judge" within the meaning of GR 29, which governs her duties and authority, notwithstanding any provision herein to the contrary.

The Judge shall hear or assign all cases within the jurisdiction of the City's Municipal Court, and take other actions to fulfill the obligations of the Court as established by State Law or City Ordinances. The Judge shall preside over Court on Monday and Wednesday of each week and any other calendar days set by the Judge with the agreement of the Mayor. The Judge will make themselves available at all times for emergency contact by police, prosecutor and the domestic violence advocate, when needed.

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 reside in King County. The Judge must immediately

1 report to the City Administrator any change affecting their membership in good standing in the  
2 Washington State Bar Association.

3  
4 The Judge is charged with assignment of Judges and with Court scheduling, so that the  
5 time spent by the Judge together with time spent by Pro Tem judges does not exceed 34 hours  
6 per week. Approved educational leave is not included in calculation of judicial time.  
7

### 8 9 **ARTICLE 3. JUDICIAL INDEPENDENCE AND ADMINISTRATION**

10  
11 The Legislative, Executive and Judicial branches of government are co-equal. Each  
12 branch of government has responsibility for the criminal justice system and each must cooperate  
13 with the other to meet its separate responsibility and is fundamental to our system of  
14 government.  
15

16 The Judicial branch is accorded independence from the Executive and Legislative  
17 branches and nothing contained herein shall be construed to interfere with that independence.  
18 Furthermore, the Judge is responsible for ensuring that court staff and officials subject to the  
19 Judge's direction and control comply with applicable provisions of the Code of Judicial Conduct,  
20 court rules, ordinances, and statutes.  
21

22 The City is organized as a Mayor-Council municipality, under which the Mayor is  
23 primarily accountable to assure that each branch of government cooperates with the other to  
24 assure an effective, efficient and just court system. The Judicial branch is accorded independence  
25 from the Executive and Legislative branches and nothing contained herein shall be construed to  
26 interfere with that independence.  
27

28 Although the court employees should be appointed by and serve at the pleasure of the  
29 Court, they are City employees subject to City rules and regulations and their salaries, benefits,  
30 hours of work and working conditions shall be established by the City Council. Day-to-day  
31 personnel management and financial administration of the Court shall be administered by the  
32 City's Court Administrator who reports to and acts under the general supervisory authority of the  
33 Judge.  
34

35 The Judge shall confer with the City Administrator to coordinate administrative activities  
36 concerning City procedures, policies, and the budget in an effort to retain and ensure consistency  
37 and common practices throughout the City.  
38

39 If the Judge chooses to establish a probation department, it shall be in accordance with  
40 the Administrative Rules for Courts of Limited Jurisdiction (ARLJ) 11.  
41

42 The Judge shall appoint Pro Tem Judges as provided in RCW 3.50.090 and GR 29(f) (12)  
43 for (1) vacation, (2) affidavits of prejudice, (3) recusal from a pending case, (4) illness, and (5)  
44 approved judicial education and training.  
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The position is eligible for all employment benefits provided other City half-time non-represented employees as described in the City's Employee Handbook, as the same now exists or may from time to time be amended by the City Council, including but not limited to vacation, sick and related leaves, medical and dental benefits, unemployment compensation, the City's social security replacement program (401A), Medicare, and contributions to the State retirement program.

The employment status of the Judge is considered to be exempt under the regulations of the Fair Labor Standards Act and work hours are approximately 80 hours or more per month.

## ARTICLE 5. JUDICIAL EDUCATION

## ARTICLE 6. WORK PRODUCT

Municipal Judge's Employment Contract  
Resolution 1826

1 notwithstanding, the Judge is familiar with Washington State document retention guidelines and  
2 agrees to comply with said guidelines and any Public Records Act request relating to documents  
3 in the Judge's possession.  
4

#### 5 **ARTICLE 7. ASSIGNMENT OF CONTRACT** 6

7 The Judge shall not assign this contract or assign or subcontract all or any portion of the  
8 work, except for the appointment of Pro Tem Judges as provided herein, without prior approval  
9 of City.  
10

#### 11 **ARTICLE 8. INDEMNIFICATION** 12

13 The Judge shall be deemed to be an official within the meaning of Chapter 2.50 of the  
14 Lake Forest Park Municipal Code.  
15

#### 16 **ARTICLE 9. TERMINATION** 17

18 This Agreement may be terminated during the Judge's term of office as follows: By the  
19 Judge if a minimum of 120 days written notice prior to the effective date of termination is  
20 provided, unless otherwise mutually agreed by the parties. By the City only upon action of the  
21 Commission on Judicial Conduct or the Washington State Supreme Court as provided in Article  
22 IV, Section 31 of the Washington State Constitution.  
23

#### 24 **ARTICLE 10. MISCELLANEOUS** 25

26 City and the Judge agree that if either party resort to litigation to enforce this Agreement,  
27 the Court in such litigation shall award reasonable costs and expenses, including attorney's fees,  
28 and costs and fees incurred on appeal, to the prevailing party.  
29

30 This Agreement and the referenced ordinance and court rules contain the entire  
31 understanding between City and the Judge relating to professional services. Any prior or  
32 contemporaneous agreements, promises, negotiations, or representations not expressly set forth  
33 herein are of no force and effect. Subsequent modifications or amendments to this Agreement  
34 must be in writing and signed by the parties to this Agreement.  
35

36 This contract is non-exclusive, and the City reserves the right to appoint additional judges  
37 and to contract for additional court services in the future. Nothing herein shall be interpreted to  
38 prohibit such future appointments or to guarantee renewal of this contract, its level of payment,  
39 nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge  
40 shall be within the term of the original appointment. In the event of any such future  
41 reappointment, the City reserves the right to renegotiate any and all provisions of this Agreement  
42 for future contract terms.  
43

44 In all hiring or employment made possible or resulting from this Agreement, there shall  
45 be no unlawful discrimination against any employee or applicant for employment because of sex,  
46 age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or

1 physical handicap, unless based upon a bona fide occupational qualification. This requirement  
2 shall apply to but not be limited to the following: employment, advertising, layoff or termination,  
3 rates, pay or other forms of compensation, and selection for training, including apprenticeship.  
4 No person shall be denied or subjected to discrimination in receipt of the benefit of any services  
5 or activities made possible by or resulting from this Agreement on the grounds of sex, race,  
6 color, creed, national origin, age except minimum age and retirement provisions, marital status,  
7 or in the presence of any sensory, mental or physical handicap.

8  
9 The Judge shall comply with all applicable Federal, State and Local laws in the  
10 performance of this Agreement. For a period of two years after the termination of this  
11 Agreement, the Judge shall not appear in the Lake Forest Park Municipal Court or participate in  
12 a case adverse to the City.

13  
14 This Agreement shall be interpreted and enforced according to the laws of the State of  
15 Washington. Any suit to enforce the provisions of this Agreement shall be brought in King  
16 County Superior Court, King County, Washington.

17  
18 If any notice is required or desired to be given under this Agreement, such shall be  
19 deemed given if sent in writing as provided below or subsequently amended:

20  
21 To the Judge:  
22 Jennifer Johnson Grant  
23 1415 E. Jefferson Street  
24 Seattle, WA 98122

25  
26 To the City Administrator  
27 City of Lake Forest Park,  
28 17425 Ballinger Way N.E.,  
29 Lake Forest Park, WA 98155.

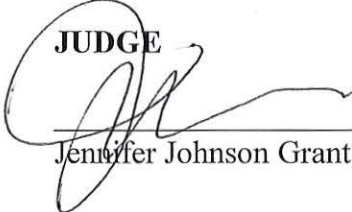
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31 The failure of the either party to insist upon strict performance of any of the covenants  
32 and agreements contained herein or to exercise any option herein conferred in one or more  
33 instances shall not be construed to be a waiver or relinquishment of said covenants, agreements  
34 or options, and the same shall be and remain in full force and effect.

1           Should any provision of this Agreement be declared invalid, illegal, or incapable of being  
2 enforced by any court of competent jurisdiction, all of the remaining provisions of this  
3 agreement shall nevertheless continue in full force and effect, and no provision shall be deemed  
4 to depend upon any other provision unless so expressed herein.  
5  
6  
7

8 **CITY OF LAKE FOREST PARK**

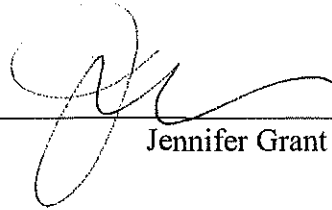
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\_\_\_\_\_  
Jeff Johnson, Mayor

**JUDGE**

  
\_\_\_\_\_  
Jennifer Johnson Grant, Judge

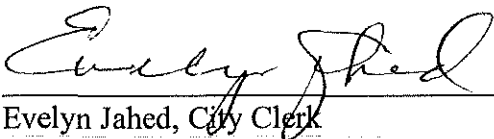
## **OATH OF OFFICE**

I, Jennifer Grant, having been duly appointed as Municipal Court Judge for the City of Lake Forest Park, Washington, do solemnly swear that I will faithfully and impartially perform the duties of the office as prescribed by law and to the best of my ability, and that I will support and maintain the ordinances of the City of Lake Forest Park and the laws and the Constitution of the State of Washington and the United States of America.

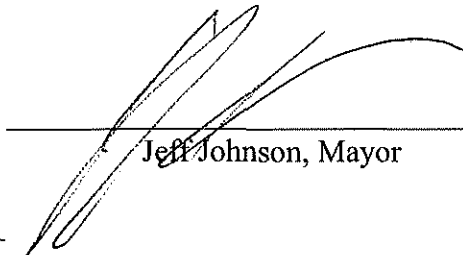


Jennifer Grant

Dated this 15th day of December, 2021



Evelyn Jahed, City Clerk



Jeff Johnson, Mayor