

AGREEMENT FOR PROFESSIONAL SERVICES LYNDEN MUNICIPAL COURT JUDGE

This Agreement is made by and between the CITY OF LYNDEN, a municipal corporation hereinafter referred to as the "City", and TERRANCE G. LEWIS, Attorney at Law hereinafter referred to as the "Contractor", for the purpose of providing the services of a Municipal Court Judge for the Lynden Municipal Court. For the purposes of this Agreement, the Contractor will be considered an independent contracted employee of the City of Lynden.

1. Municipal Court Established

Pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington, the City has established the Municipal Court of the City of Lynden. Such court has jurisdiction and shall exercise all powers declared by said chapter to be vested in municipal courts, together with such powers and jurisdiction as are generally conferred upon such courts in the State of Washington, either by common law or by express statute or ordinance. The Mayor, with approval and concurrence by the City Council, has appointed the Contractor to serve as Municipal Court Judge, pursuant to Section 2.20.020 of the Lynden Municipal Code and Sections 3.50.003, 3.50.040, 35A.12.020 and 35A.12.090 of the Revised Code of Washington.

2. Description of Services

Contractor agrees to serve as the Municipal Court Judge for the City, with all the powers and privileges said office confers.

3. Court Facilities

The City shall provide a suitable place for holding court, and shall pay all of the expense of maintaining it.

4. Consideration

As consideration for the services provided herein, the City agrees to reimburse the Contractor as follows, effective January 1, 2017 of the first year of his four-year term:

Minimum of seven hours per court session
held every other Wednesday from
9:00 A.M. to Noon and 1:00 P.M. to 5:00 P.M. \$ 95.76 per hour

Hourly rate for court time outside of regular
Court calendar days (i.e. performing administrative
functions, jail visits for arraignments or jury trials) \$ 95.76 per hour

If a scheduled jury trial is cancelled at any time
after 12:00 Noon on the preceding Friday, the
Contractor shall be paid for two (2) hours of
additional court time. \$ 95.76 per hour

Said considerations are payable in monthly paychecks

5. Annual Review of Consideration

Any changes to the consideration set forth in paragraph 4 shall be mutually agreed upon by the parties not less than sixty (60) days in advance of each year of this Agreement.

6. Expenses

The Contractor may submit requests for payment of job related expenses to the City Administrator for prior approval.

7. Nature of Agreement

The Contractor and the City hereby agree that this Agreement is for the performance of professional services. The Contractor shall be considered an independent contracted employee of the City and is entitled to only those benefits required by State of Washington Law pursuant to the rights granted therein.

8. Qualifications

Contractor declares that he is qualified to serve as a Municipal Court Judge per RCW 3.50.040 in that he is a citizen of the United States and of the State of Washington, and is an attorney admitted to practice law before the courts of record of the State of Washington.

9. Hours of Court

The City reserves the right to establish the hours of the Municipal Court. In setting the hours, the City shall consult with the Contractor and endeavor to establish a mutually convenient schedule for the Court.

10. Court Personnel

All other employees of the Lynden Municipal Court shall be employees of the City. Supervision of said employees shall be performed by the Deputy City Clerk or his/her designee, except during the hours of Court when the Contractor shall be responsible for the supervision of said employees. The City shall provide limited secretarial staff for the Contractor during Court sessions.

11. Indemnity Agreement

The City shall defend, indemnify and hold the Contractor and/or any pro tem judges selected pursuant to paragraph 12, harmless from any and all claims arising out of the good faith performance of his/her duties and functions as the Lynden Municipal Court Judge.

12. Judges Pro Tem

The Contractor shall not assign or subcontract any portion of the services provided under this Agreement except as set forth herein. In the event that the Contractor is unable to serve due to disability, disqualification, vacation or other absence, it shall be the responsibility of the Contractor to so notify the City and to make arrangements for a Judge Pro Tem as provided herein. All Judges Pro Tem shall be qualified to hold the position of

Judge of the Municipal Court as provided herein. Judges Pro Tem shall be paid by the City as follows:

For regular court 9:00 A.M. to 12:00 Noon
and 1:00 P.M. to 5:00 P.M. \$84.65 per hour

Hourly rate for court time outside of regular
Court hours (i.e. performing administrative
functions or jail visits for arraignments) \$84.65 per hour

In the event that the Judge Pro Tem is for some reason unable to serve when needed, the Deputy City Clerk or City Attorney may procure a judge or attorney in good professional standing to serve as a temporary Judge Pro Tem for a specific case or purpose, pursuant to Sections 3.50.070 and 3.50.090 of the Revised Code of Washington.

If a Judge Pro Tem is utilized during a month, the Court Clerk will prepare his/her payroll timesheet, obtain his/her signature and submit the payroll timesheet to the Finance Department by the 4th day of each succeeding month.

13. Court Administration

Following each Court Session, the Contractor will be available to review with Deputy City Clerk and Court staff any questions/concerns/suggestions resulting from the Court functions of that day. Should this review period extend beyond the minimum seven (7) hours for which the City reimburses the Contractor per Court session, said Contractor shall be reimbursed for such extra time pursuant to paragraph 4.

In order to provide continuing quality of Court administration for the City, Contractor will meet with Court administration staff one hour on a quarterly basis to discuss Court administration procedures and changing rules and regulations pertaining to Court operations. The specific time of this meeting is to be established by mutual agreement between the Contractor and the City, and payment for such meeting will be pursuant to paragraph 4. If it is mutually agreed that this meeting is not needed, no meeting will be held and the Contractor will not be paid for that meeting.

Further, in the administration of the Court, it is understood that the Contractor is legally and ethically obligated to administer justice according to law without fear or favor; and the wishes or policy of the executive or legislative branches of the City will not interfere with the administration of such justice.

14. Modification

No change or addition to this Agreement shall be valid or binding upon either unless such change or addition be in writing, executed by both parties.

15. State Law

This Agreement shall not be in derogation of the provisions of State law governing the contractor's obligations or the Contractor's four-year term of office, which commenced on January 1, 2022

16. Licensing and Education

Contractor agrees to comply with all applicable state or municipal standards for the licensing, certification, operation of facilities, and required accreditation, if any.

Effective July 1, 2002, Mandatory Continuing Judicial Education credits became required of all judicial officers. The Contractor agrees to comply with Washington Court Rules, GR 26 – Mandatory Continuing Judicial Education, which includes attendance and completion of the Washington Judicial College Program within 12 months of initial appointment to the judicial office, and a minimum of 45 credit hours of judicial education approved by the Board for Court Education (BCE) every three years, commencing January 1, 2003.

17. Administration

The office of the City Administrator will be responsible for administering this Agreement.

18. Term

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be considered commencing on January 1, 2022 and shall terminate on December 31, 2025.

EXECUTED this ____ day of _____, 20____ by the Contractor, TERRANCE G. LEWIS.

Terrance G. Lewis, Contractor

EXECUTED this ____ day of _____, 20____ for the CITY OF LYNDEN.

Scott Korthuis, Mayor

ATTEST:

John Williams, City Administrator

APPROVED AS TO FORM:

Robert A. Carmichael, City Attorney