



AGREEMENT FOR EMPLOYMENT SERVICES (DRAFT)

CITY OF MERCER ISLAND, WASHINGTON
9611 SE 36th Street, Mercer Island, WA 98040

MUNICIPAL COURT JUDGE (2022-2025)

THIS AGREEMENT FOR EMPLOYMENT SERVICES (“Agreement”) is dated effective the 1st day of January 2022 and is between the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and Jeff Gregory (“Judge”).

I. RECITALS

WHEREAS, the City has established its Municipal Court under the provisions of Chapter 3.50 RCW (Municipal Court);

WHEREAS, the Judge appointed by the City Manager and confirmed by the City Council will be responsible for the performance of judicial services for the courts;

WHEREAS, the United States Constitution establishes three independent branches of government: executive, legislative, and judicial;

WHEREAS, the checks and balances among the branches of government are facilitated through coordination and communication between the executive and judicial branches; and

WHEREAS, all three branches of government have part of the responsibility for the quality of the justice system and all three have to work together to maximize the quality that is provided.

In consideration of the mutual benefits to be derived herein, the Parties agree as follows:

II. PROFESSIONAL REQUIREMENTS

The Judge shall be an attorney admitted to practice law before the courts of record for the State of Washington. The Judge must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association.

The Judge will keep current on legal issues relevant to the Municipal Court, including through attendance at continuing legal and judicial education programs emphasizing such matters.

The Judge shall comply with the Code of Judicial Conduct and be subject to ethics laws applicable to the office. The Judge is responsible for ensuring that staff and court officials comply with applicable provisions of the Code of Judicial Conduct, court rules, and statutes.

The Judge agrees not to participate in any matter in which the Judge participated personally and substantially prior to his judicial confirmation as a Judge, public officer, or employee, including: (1) as a lawyer in any case adverse to the City or its Police Department; or, (2) as a defense attorney or prosecuting attorney in the Municipal Court.

III. DUTIES

The Judge shall at all times faithfully, and to the best of his ability, administer all activities of the court, direct its employees, hear and assign all cases in a timely manner, and all other actions reasonably necessary to establish and fulfill obligations of the Municipal Court as established by state or local law, rule, statute, regulation, or City ordinance. The Judge shall perform all other duties legally prescribed for a judicial officer according to state law, the requirements of the Code of Judicial Conduct, and the Washington State court rules.

IV. MANAGEMENT OF JUDICIAL HOURS

The Judge is charged with court scheduling, including assignment of pro tem judges, to ensure that the compensated time of all judges does not exceed 20 hours per week, except as allowed under Section V. One or more pro tem judges may be appointed by the Judge if the cost of such pro tem judge is included in the court budget and authorized by this Agreement.

V. COMPENSATION & BENEFITS

The Judge shall provide services to the City at an initial salary equivalent to Ninety Thousand Dollars (\$90,000). The Judge shall receive the same annual Cost of Living Adjustment (“COLA”) provided to non-represented employees. The Judge shall be an employee of the City and shall be entitled to the following employee benefits provided to exempt City employees: retirement, medical, dental, and vision benefits, pro-rated for spouse/partner and dependents. The Judge shall not accrue vacation leave or receive holiday pay as the reduced work week of 20 hours a week have been specifically negotiated to be replacement compensation for such benefits. The Judge shall accrue paid sick leave at the rate of four (4) hours per month.

The compensation of the Judge shall be reduced by the hourly rate of pay for each hour that a judge pro tem serves in place of the Judge; provided that, no reduction in compensation of the Judge shall occur when a judge pro tem serves in place of the Judge in the following instances:

1. For up to 60 hours annually at the Judge’s discretion.
2. The Judge needs to take paid sick leave.
3. The Judge is disqualified from hearing a case following the filing of an affidavit of prejudice.
4. The Judge has disqualified himself in a proceeding in which his impartiality might reasonably be questioned.

VI. TERM

This Agreement shall commence upon the effective date and continue until December 31, 2025 (Term).

VII. PERSONNEL AND FINANCIAL FUNCTION

The court is an independent branch of government. The Judge shall supervise the daily operations of the court and all personnel assigned to perform court functions in accordance with the provisions of GR 29(e) and (f), RCW 3.50.080 and chapter 2.40 MICC. All employees of the municipal court shall, for all purposes, be deemed employees of the City. They shall be appointed by and serve at the pleasure of the court. The parties receive mutual benefit in having court employees adhere to the same personnel and human resource rules and policies as other City employees. The Judge will participate in the review of any revisions or amendments to such rules and policies dealing specifically with court personnel. Personnel or financial actions taken by the Judge and the making of contracts must be in accordance with any applicable collective bargaining agreement, City ordinance, purchasing policy, or State law. The Judge and the City will consult with one another prior to taking any final personnel actions in connection with a court employee. The Judge and the City will consult with one another in connection with any labor negotiations and/or collective bargain negotiations relating to court employees.

VIII. MEETINGS

The Judge and the City Manager will meet at least quarterly to consider court operations, budget, personnel, and any other court matters. The Judge and City Manager shall annually agree upon performance measures for the Mercer Island Municipal Court and the Judge shall report on the status of achieving such measures on a quarterly basis. The Judge shall present an annual update to the City Council on municipal court operations.

IX. INDEMNIFICATION

The Judge is a public official of the City. The City agrees to indemnify, defend, and hold the Judge harmless for any and all claims, losses, actions or liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, for any acts of the Judge that are within the scope of his official duties to the extent provided for other city officials.

The Judge agrees to indemnify, defend, and hold the City harmless for any and all claims, losses, actions or liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, for any acts of the Judge that are outside the scope of his official duties.

X. NON-EXCLUSIVE AGREEMENT

This shall be a non-exclusive contract as to the parties. The City reserves the right to appoint additional judges and to contract for additional court services in the future. Nothing herein shall be interpreted to prohibit such future judicial appointments, restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055, guarantee the number of cases to be heard by the Judge, or restrict the City from exercising any option available under chapter 3.50 RCW related to changes to its Municipal Court.

XI. DISPUTE RESOLUTION

In the event of a dispute under the terms of this Agreement, the Parties agree to the following dispute resolution process:

1. The City and the Judge shall meet to discuss the dispute and attempt to resolve the matter.
2. In the event the dispute is not resolved by the City and the Judge, the parties agree to forward the dispute to the Court Assistant Team (CAT), of the Court Independence Response Team, formed by the Board of Judicial Administration . The parties will present their dispute to CAT and CAT shall issue a non-binding recommendation for resolution of the dispute.
3. In the event the dispute is not resolved by CAT, the parties are entitled to seek any remedies available at law, in equity, or by statute.

XII. TERMINATION

This Agreement may be terminated, prior to the expiration of the Term, as follows:

1. By the City for any cause constituting grounds for removal of the Judge under RCW 3.50.095 or other state statutes;
2. By the City upon removal or suspension of the Judge by the Washington State Supreme Court;
3. By the Judge if he provides the City not less than ninety (90) days written notice prior to the effective date of said termination unless otherwise agreed by the parties;
4. By the City if it elects to terminate the municipal court as provided in Chapter 3.50 RCW or contract with another jurisdiction for court services; or
5. By the City if the position of municipal court becomes full-time as defined in RCW 3.50.055 and the City is required to fill the position by election.

The City's duty to pay compensation to the Judge shall cease at the time of termination; provided that, by mutual written agreement the parties may make some other provision regarding compensation with respect to transitional business of the court.

XIII. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Neither the Judge nor the City shall have the right to transfer or assign in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other party. The use of a judges pro tem shall not be deemed a transfer or assignment. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this ____ day of _____, 2021.

JUDGE:

CITY:

CITY:

CITY OF MERCER ISLAND

By: _____
Jeff Gregory, Municipal Judge

By: _____
Jessi Bon, City Manager

Approved as to Form:

By: _____
Bio Park, City Attorney