



MONROE CITY COUNCIL

Agenda Bill No. 20-002

SUBJECT:	<i>Authorize the Mayor to Sign Agreement with Jessica Ness for Monroe Municipal Court Judge.</i>
-----------------	--

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
1/14/2020	Human Resources	Ben Warthan	Ben Warthan	Final Action #2

Discussion: 1/21/2020
Attachments: 1. Municipal Court Judge Contract

REQUESTED ACTION: Move to authorize the Mayor to sign the Municipal Judge agreement with Jessica Ness; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

Council is responsible for the City's budget.

DESCRIPTION/BACKGROUND

On October 2, 2019, Judge Mara Rozzano provided noticed to the City she was ending her contract effective December 1, 2019. In the same month the City put out a Request For Qualifications (RFQ) for Municipal Court Judge with a deadline for responses by November 15, 2019. The City received 3 qualified submittals for the RFQ. All 3 submitters were interviewed twice by the Mayor, City Administrator, Police Chief, HR Director and Court Administrator. Ms. Jessica Ness was selected by the Mayor to fulfil the remaining unexpired term, ending December 31, 2021. The contract in the packet has no financial changes from the previous contract with Judge Rozzano.

FISCAL IMPACTS

The proposed fiscal impacts of the agreement is unchanged from the budgeted amount for Municipal Court Judge for 2020. The rate for 2020 is \$6,388 per month. The rate for 2021 is \$6,867 per month.

TIME CONSTRAINTS

January 21, 2020, due to scheduled Judicial College for the last week of January 2020

ALTERNATIVES

Do not approve the agreement and ask the Mayor to direct staff to find other alternatives.

**CITY OF MONROE MUNICIPAL JUDGE
AGREEMENT
Recitals**

WHEREAS, the City of Monroe has established its Municipal Court under the provisions of RCW Chapter 3.50 and Monroe Municipal Code (MMC) Chapter 2.80; and

WHEREAS, the City's previous Municipal Court judge resigned, leaving the remainder of her unexpired term to be filled by appointment pursuant to RCW 3.50.093 and MMC 2.80.090; and

WHEREAS, Jessica Ness has been appointed to serve as the Judge of the Municipal Court for the remainder of the previous judge's unexpired term, commencing _____ day of _____, 2020, and ending midnight on December 31, 2021; NOW, THEREFORE,

This agreement ("Agreement") is entered into this _____ day of _____, 2020, between Jessica Ness, (hereinafter "Judge") and the City of Monroe, Washington, a municipal corporation (hereinafter "City"). In consideration of the mutual benefits to be derived, the parties agree as follows:

Terms

1. DUTIES: The Judge shall administer all activities of the court, direct its employees, hear or assign all cases as herein provided, and all other actions reasonably necessary to fulfill the obligations of the court as established by State statute or City ordinance. The Judge will administer the Court and its personnel as provided in GR 29 and the commentary to the Rule. The provisions of RCW Chapter 3.50 and MMC Chapter 2.80 are incorporated by this reference as fully as if herein set forth. The Judge is anticipated to provide sixteen (16) to twenty (20) hours of service in the average week consisting of at least one (1) court day per week and one half (1/2) court day every other week and such additional hours of administrative time as necessary. Hours in excess of the scheduled hours per week will not include time spent reviewing after hours search warrants. The Judge will cooperate, to the extent that such cooperation does not interfere with the constitutional and statutory independence of the courts, with record keeping regarding her approximate hours of service to the extent required by any state statute or administrative agency. She will also report annually to the City Council regarding the activities of the court. Nothing herein shall be interpreted to limit the discretion of the Judge to work such time as she believes appropriate to accomplish her assigned duties, so long as she does so in accordance with the canons of judicial ethics and meets the requirements of RCW 3.50.095. If the demands of the City require consistently more time than was anticipated at the negotiation of this Agreement, the Judge shall report such additional needs to the City Council and the parties will meet and confer in good faith regarding possible solutions, including but not limited to, an increase in court days and/or salary.

{JZL2069852.DOCX;2/13011.900000/ }

2. COMPENSATION: Beginning the _____ day of _____, 2020, the Judge shall be paid Six Thousand Three Hundred and Eighty Eight Dollars (\$6388) per month. The Judge will be responsible for paying all of her own withholding income taxes, social security taxes and any other payroll taxes. (This compensation is for all hours spent as the City's Municipal Court Judge, subject only to necessary appearances by the Judge's Pro Tem). See paragraph 4.

2.1. The rate of \$6388 per month shall be adjusted effective January 1, 2021 to be \$6,867 per month. Without prejudice to Section 1, the parties agree to meet and confer in good faith regarding a potential adjustment of the per month rate if the City becomes a "hosting jurisdiction" as defined by RCW 3.50.003 and thereby avails the Monroe Municipal Court for use by one or more other cities. The per month rate may also be further adjusted by the mutual agreement of both parties, in writing.

2.2. In the event that it is necessary to schedule additional court calendars or to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar, or to otherwise accommodate a trial that results in a total of more than sixteen (16) hours worked in one week, the City agrees to additionally compensate the Judge for the actual time spent at the rate of \$85.00 per hour. However, such additional compensation shall not come into effect until or unless the total number of hours per week exceeds twenty (20) hours. The additional four (4) hours per month is for in-custody matters, search warrants, and administrative time. In no event shall any increase in compensation result in an increase in equivalent hourly rate exceeding ninety-five percent of the salary for District Court Judges of the State of Washington. Any adjustment to compensation shall be in compliance with RCW 3.50 and Article XI section 8 of the Washington State Constitution.

2.3. The Judge may take up to forty (40) hours of time off per year for personal and/or health reasons through coverage by the Judges Pro Tem. See Section 4 below. The Judge shall arrange coverage by the Judges Pro Tem.

2.4. The parties recognize that the position of judge requires annual training, continuing legal education and attendance at judicial conferences. With prior approval of the City Administrator or designee, the judge shall be reimbursed for actual reasonable expenses incurred in attendance at required training, continuing legal education, and judicial conferences up to four (4) per year. If the judge utilizes her own vehicle for transportation, she shall be reimbursed for its use at the IRS mileage rate. The judge shall submit her claims for reimbursement on a form provided by the City along with such documentation as is reasonably necessary to confirm the amount and nature of the expense.

3. TERM. This Agreement shall commence _____ day of _____, 2020, and expire December 31, 2021, which term the parties mutually acknowledge constitutes the unexpired remainder of the previous Municipal Court judge's four year term.

{JZL2069852.DOCX;2/13011.900000/ }

4. JUDGES PRO TEM: In the event of conflict, disqualification or in order to permit the Judge time away from court for personal or health reasons, or when in the discretion of the Judge the use of a Judge Pro Tem is required, the Judge may assign cases to a Judge Pro Tem duly appointed by the Judge. Such Judges Pro Tem shall be compensated at the rates set by City ordinance or contract.

4.1. The City will be responsible for compensating the Judges Pro Tem; provided that, if a Judge Pro Tem serves when the Judge is unavailable due to personal and/or health reasons beyond the 40 hours per year described in section 2.3, the City shall deduct Pro Tem costs, dollar for dollar, from the Judge's flat base rate of compensation per month.

4.2. Nothing herein shall be interpreted to limit the Judge's right to reasonable accommodation of a disability under state and federal law.

5. BILLING: Upon approval of this Agreement, the City shall remit compensation hereunder to the Judge no later than the tenth (10th) day of each month. In the event the Judge's work for the Monroe Municipal Court exceeds sixteen (16) hours per week, the Judge shall submit an invoice for the additional compensation which shall be paid within thirty (30) days of receipt.

6. LEGAL REPRESENTATION. The City has in effect an ordinance codified as MMC Chapter 2.40 providing legal representation for the officers, employees and officials of the City. To the extent provided by that ordinance, the Judge, Judges Pro Tem, and all employees of the Court shall be considered to be officers of the City and subject to the terms and protection of said ordinance to the same extent and in the same manner as other City officers, employees and officials.

7. NONEXCLUSIVE CONTRACT: This shall be a nonexclusive Agreement.

7.1 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 appointments or to guarantee renewal of this contract, its level of payment nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge shall be within the term of her appointment subject to RCW 3.50 and Article XI Section 8 of the Washington State Constitution, except that the Judge shall have the right of first refusal with regard to additional court services up to 34 hours per week during the term of her appointment. Such additional court services may be subject to a separate negotiated contract for compensation. In the event of future re-appointments, the City reserves the right to renegotiate any and all provisions of this Agreement.

7.2 To the extent allowed by applicable state law, the Judge may serve as a judge pro tem for one or more other cities during the term of this Agreement. Provided, that: (i) the Judge notifies the City in writing prior to commencing such service for any other city, and (ii) the Judge's service for any other city shall not in any manner prevent or otherwise unreasonably interfere with the Judge's obligations under this Agreement, which shall take priority.

{JZL2069852.DOCX;2/13011.900000/ }

8. INTEGRATION: This Agreement shall constitute the sole agreement between parties and shall not be varied except upon the mutual written agreement of the parties. The Judge shall be governed by the provisions of this Agreement and by her signature below expressly waives any rights not specifically incorporated or referenced herein and expressly waives any rights or benefit accruing under the Monroe Personnel Manual or the provisions of City ordinance.

9. TERMINATION: This Agreement may be terminated by the City for, but only for, any cause constituting grounds for removal of the Judge under RCW 3.50.095. The Judge may terminate this Agreement upon 60 days written notice to the City.

10. SEVERABILITY: In the event that any provision of this Agreement shall be held invalid, the remaining provisions shall remain in full force and effect.

11. QUALIFICATIONS: The Judge represents and warrants to the City that she currently satisfies, and will continue to satisfy throughout the term of this Agreement, all applicable criteria for the position of Monroe Municipal Court Judge, specifically including without limitation the criteria set forth at RCW 3.50.040 and MMC 2.80.030.

CITY OF MONROE:

JUDGE:

Mayor, Geoffrey Thomas

Jessica K. Ness

ATTEST/AUTHENTICATED:

Cheri Hurst, Authorized Designee
of the City Clerk

{JZL2069852.DOCX;2/13011.900000/ }

CITY ATTORNEY:

J. Zachary Lell

{JZL2069852.DOCX;2/13011.900000/}