

RESOLUTION NO. 1826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CONFIRMING THE APPOINTMENT BY THE MAYOR OF JENNIFER JOHNSON GRANT AS MUNICIPAL JUDGE AND AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT WITH JENNIFER JOHNSON GRANT FOR THE MUNICIPAL JUDGE POSITION

WHEREAS, the retirement, effective December 31, 2021, of the City's current Municipal Judge creates a vacancy in the position; and

WHEREAS, the City selected three candidates to interview on November 5, 2021, with the Mayor, City Administrator, and two interview panels; and

WHEREAS, section 2. 12.170A. of the Lake Forest Park Municipal Code requires appointment of the Municipal Judge by the Mayor and confirmation by the City Council; and

WHEREAS, the Mayor has extended an employment offer to Jennifer Johnson Grant and she has accepted the Mayor's offer; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. CONFIRMATION. The City Council confirms the appointment by the Mayor of Jennifer Johnson Grant as the Municipal Judge of Lake Forest Park.

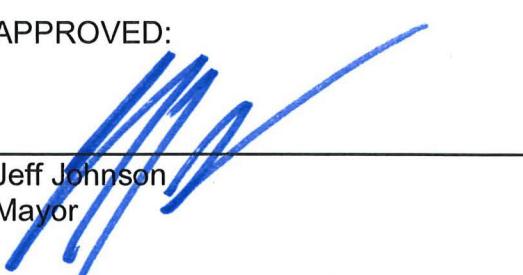
Section 2. AUTHORIZATION. The City Council authorizes the Mayor to sign an Employment Agreement with Jennifer Johnson Grant for the Municipal Judge position as set forth in Exhibit A.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 18th day of November, 2021.

APPROVED:

Jeff Johnson
Mayor



ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: November 16, 2021
PASSED BY THE CITY COUNCIL: November 18, 2021
RESOLUTION NO.: 1826

Exhibit A

CITY OF LAKE FOREST PARK EMPLOYMENT AGREEMENT

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

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

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

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

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

41 The Judge shall appoint Pro Tem Judges as provided in RCW 3.50.090 and GR 29(f) (12)
42 for (1) vacation, (2) affidavits of prejudice, (3) recusal from a pending case, (4) illness, and (5)
43 approved judicial education and training.
44

ARTICLE 4. COMPENSATION AND BENEFITS

The Judge's salary and benefits shall be set and appropriated through the City's budget process and its adopted budget. The Judge's salary shall be the same as that set for District Court Judges, pro-rated to 24-hours per week.

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 Judge's salary and benefits may be increased, but not decreased during her term of office, in accordance with any applicable statutes and/or provisions of the Washington State Constitution.

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.

The City recognizes that the Judge will incur expenses from time to time for the City's benefit and in furtherance of Municipal Court business. The City will reimburse the Judge for all reasonable and necessary business expenses reasonably incurred in performing judicial or administrative duties, in accordance with State of Washington and Federal law. The Judge shall submit to the City, in timely fashion, documentation and expense reports as may be needed to substantiate the propriety of such expenses under City policy and State of Washington and Federal law.

ARTICLE 5. JUDICIAL EDUCATION

The City recognizes the Judge is required to engage in continuing legal education seminars as part of their Washington State Bar Association status and licensing requirements. The City will pay the expenses of the Judge to attend the annual Municipal and District Court Judge's Association Conference. Expenses will be reimbursed under the terms of the City's employee reimbursement policy. Reimbursement for attendance at other meetings or conferences will be made with advance approval by the Mayor.

ARTICLE 6. WORK PRODUCT

All work product, including records, files, documents, e-mails, plans, computer disks, magnetic media or material which may be produced or modified by the Judge while performing the services shall belong to the City. At the termination of this Agreement, copies of files containing the written record of the Judge's services shall be delivered to the City upon request. Until at least 12 months following final payment, the Judge shall provide the City prompt access to (and the City shall have the right to examine, audit and copy) all of the Judge's books, documents, papers, e-mails, and records related to the services. This Agreement

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

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

41 In all hiring or employment made possible or resulting from this Agreement, there shall
42 be no unlawful discrimination against any employee or applicant for employment because of sex,
43 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 Street Address – to be completed upon execution of the Contract
24 City, State Zip Code – to be completed upon execution of the Contract

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

30
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**

9

10

11 Jeff Johnson, Mayor

JUDGE

Jennifer Johnson Grant, Judge