

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/clerkal errors, references, numbering, section/subsection numbers and any references thereto.

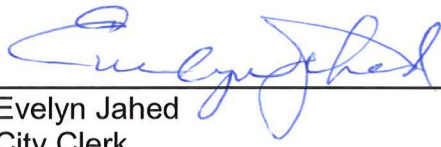
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 18th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

A handwritten signature in blue ink, appearing to read 'Evelyn Jahed', is written over a horizontal line.

Evelyn Jahed
City Clerk

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

**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 _____ day of _____ 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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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.
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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 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.
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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**

JUDGE

9
10 _____
11 Jeff Johnson, Mayor

Jennifer Johnson Grant, Judge