

CITY OF MONROE
ORDINANCE NO. 017/2021

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON,
ESTABLISHING THE SALARY FOR THE MONROE MUNICIPAL
JUDGE; PROVIDING FOR SEVERABILITY AND ESTABLISHING
AN EFFECTIVE DATE.

WHEREAS, city ordinance and state law at MMC 2.80.040 and RCW 3.50.080 respectively require that the salary of the Judge of the Monroe Municipal court be established by ordinance; and

WHEREAS, the state constitution and court rule require that the rate of compensation of a Municipal Court Judge may not be reduced during the Judge's term of office; and

WHEREAS, in accordance with the above-referenced authority, City Council desires to establish the rate of compensation for the Judge of the Municipal Court of the City of Monroe; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, DO ORDAIN
AS FOLLOWS:

Section 1. Pursuant to the requirements of ordinance, state law and the state constitution, the salary for the Judge of the Monroe Municipal Court is hereby established to be effective for the four-year term commencing January 1, 2022 at the rate of One Hundred Nineteen Thousand Eight Hundred Seventy Dollars (\$119,870) per year or Nine Thousand Nine Hundred Eighty-nine (\$9,980) per month. The salary shall be increased on January 1, 2023 to One Hundred Twenty-three Thousand Three Hundred Twenty-two Dollars (\$123,322.00) per year or Ten Thousand Two Hundred Seventy-seven Dollars (\$10,277.00) per month; on January 1, 2024 to One Hundred Twenty-six Thousand Eight Hundred Seventy-eight Dollars (\$126,878.00) per year or Ten Thousand Five Hundred Seventy-three Dollars (\$10,573.00) per month; and on January 1, 2025 to One Hundred Thirty Thousand Five Hundred Forty Dollars (\$130,540.00) per year or Ten Thousand Eight Hundred Seventy-eight Dollars (\$10,878.00) per month.

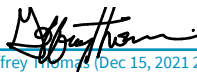
Section 2. Additional terms of the Judge's contract employment are set forth in the attached Exhibit A and the Mayor, or the Mayor Pro Tem, as appropriate, is hereby authorized to execute said Agreement on behalf of the City, together with such minor revisions as the Mayor or Mayor Pro Tem may deem necessary and appropriate. The compensation of the Judge of the Municipal Court shall not be reduced during the term that commences January 1, 2022 and terminates December 31, 2025.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 17th day of December, 2021.

CITY OF MONROE, WASHINGTON:


Geoffrey Thomas (Dec 15, 2021 20:55 HST)

Geoffrey Thomas, Mayor

APPROVED AS TO FORM:

ATTEST:


Zach Lell (Dec 15, 2021 17:49 PST)

J. Zachary Lell, City Attorney


Jodi Wycoff (Dec 16, 2021 10:42 PST)

Jodi Wycoff, City Clerk

Ordinance No. 017/2021
First Reading: December 14, 2021
Adoption: December 14, 2021
Published: December 17, 2021
Effective: December 22, 2021

Exhibit A

CITY OF MONROE MUNICIPAL JUDGE CONTRACT EMPLOYMENT 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, Jessica Ness has been re-appointed to serve as the Judge of the Municipal Court for a four year-term commencing January 1, 2022 and ending midnight on December 31, 2025.

This agreement ("Agreement") is entered into this 14th day of December, 2021, 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 shall provide 24 hours (.60 FTE) of service per week. 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.
2. **COMPENSATION:** Beginning January 1, 2022, the Judge shall be paid an annual salary of One Hundred Fifteen Thousand Seventy Dollars (\$115,070.00) per year or Nine Thousand Five Hundred Eighty-Nine Dollars (\$9,589.00) per month for an estimated monthly average of 24 hours (.60 FTE) of judicial service. (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). Additionally, the Judge shall receive a \$400 monthly benefit stipend in lieu of health insurance and any other benefit not expressly required by state or federal law. In the event of conflict with the City's personnel manual or practice regarding the provision of any benefit or leave, this Agreement shall control. These payments shall be subject to all state and federal payroll deductions including by way of illustration and not limitation, contributions to the PERS retirement system. The Judge's salary shall be increased on January 1, 2023 to One Hundred Twenty-three Thousand Three Hundred Twenty-two Dollars (\$123,322.00) per year or Ten Thousand Two Hundred Seventy-seven Dollars (\$10,277.00) per month; on January 1, 2024 to One Hundred Twenty-six Thousand Eight Hundred Seventy-eight Dollars (\$126,878.00) per year or Ten Thousand Five Hundred Seventy-three Dollars (\$10,573.00) per month; and on January 1, 2025 to One Hundred Thirty Thousand Five Hundred Forty Dollars (\$130,540.00) per year or Ten Thousand Eight Hundred Seventy-eight Dollars (\$10,878.00) per month. The Stipend shall remain at \$400 per month for the Judge's term.

2.1 The Judge may take up to fifty-five (55) hours of time off per year for personal and/or health reasons through coverage by the Judges Pro Tem. See Section 2.4 below. The Judge shall arrange coverage by the Judges Pro Tem.

2.2 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.

2.3 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.

2.4 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 hours per year described in section 2.3, the City shall treat the additional absences as leave without pay and deduct an amount equal to the Pro Tem's compensation to compensate the City for the loss of the Judge's services and the cost of the Pro Tem coverage.

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

2.6 Upon approval of this Agreement, the City shall pay the Judge monthly as a part of its normal payroll system.

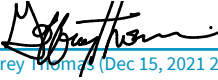
3. TERM: This Agreement shall commence January 1, 2022 and expire December 31, 2025. The provisions of this Agreement shall not limit the term of the Judge's office as established by law, ordinance, and such appointment. The Judge will serve a four-year term which shall run concurrently with this agreement.
4. 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.
5. NONEXCLUSIVE CONTRACT: This shall be a nonexclusive Agreement. 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.
6. OUTSIDE SERVICE: To the extent allowed by applicable state law, the Judge may serve as a judge or 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.
7. 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.


8. TERMINATION: The Judge may be removed from office only as provided in RCW 3.50.095 (as it now exists or may be amended in the future), upon action of the Commission on Judicial Conduct and the Supreme Court in which case this Agreement shall automatically terminate. The Judge may terminate this Agreement upon 90 days written notice to the City.
9. SEVERABILITY: In the event that any provision of this Agreement shall be held invalid, the remaining provisions shall remain in full force and effect.
10. 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:



Geoffrey Thomas (Dec 15, 2021 20:55 HST)

Mayor, Geoffrey Thomas


Jessica Ness (Dec 17, 2021 13:48 PST)

Jessica K. Ness

ATTEST/AUTHENTICATED:


Jodi Wycoff (Dec 16, 2021 10:42 PST)

Jodi Wycoff, City Clerk

CITY ATTORNEY:


Zach Lell (Dec 15, 2021 17:49 PST)

J. Zachary Lell












Ord 017-2021 Judge Ness Salary

Final Audit Report

2021-12-17

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 Agreement completed.

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