

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: January 14, 2019

SUBJECT: Judicial Contract

DEPARTMENT: City Manager

PREPARED BY: Jon Sitkin

AGENDA LOCATION: Consent Agenda Council Action Unfinished Business

ATTACHMENTS: Draft Judicial Contract for 2019 through 2021.

BACKGROUND/SUMMARY: RCW 3.50.040 outlines the requirements for four-year terms for municipal judges. Blaine Municipal Code 2.86.030 states that the municipal judge(s) shall be appointed by the City Manager subject to confirmation by the council. BMC 2.86.030 also states that, upon the expiration of his or her term, a municipal judge's appointment shall not be automatically extended or renewed, unless said judge is reappointed. The Judge's salary has been established by ordinance as part of the adoption of the City budget. The City has historically entered into a contract with the municipal court judge to establish other terms, conditions and benefits with the Municipal Court judge services.

The judicial contract expires on December 31, 2018. Attached is a draft of the proposed four-year judicial contract that provides for Two Hundred Dollars (\$200.00) increase in monthly compensation. Pursuant to the existing and proposed contract, the contract provides that the Judge would also receive Cost of Living Adjustments in accord with the City Teamsters non-uniform contract for each month for which said services are performed, presently at 3.1% of salary. The City Manager is requesting that the council confirm the City Manager's reappointment of Michael Bobbink as municipal judge.

BUDGET IMPLICATIONS: Authorized In Current Budget New Budget Request
 No Budgetary Implications

The salary and benefits for the municipal judge are included in the 2019 budget.

RECOMMENDATION: Staff recommends that the City Council confirm the City Manager's reappointment of Michael Bobbink and authorize the City Manager to sign a four year judicial contract with Michael Bobbink.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

CITY OF BLAINE
AGREEMENT FOR MUNICIPAL JUDICIAL SERVICES

THIS AGREEMENT is effective the 1st day of January, 2019, between the City of Blaine, Washington, a municipal corporation (hereinafter “the City”) and Michael Bobbink, attorney at law, (hereinafter “the Judge”), for the purposes of providing the services as outlined below commencing the date of execution of this Agreement and terminating at the end of the Municipal Court Judge’s term, which is four (4) years, on December 31, 2023. The parties hereby agree as follows:

SECTION I
Qualifications

The Judge declares that he is qualified to serve as a Municipal Court Judge in that he is a citizen of the United States and of the State of Washington, and an attorney admitted to practice law before the courts of record of the State of Washington

SECTION II
Services

The Judge agrees to serve as the Municipal Court Judge for the City with all the powers, duties, privileges and obligations which said office confers. Including:

- a. Conduct both regular and special sessions for Blaine Municipal Court, pursuant to the Blaine Municipal Court calendar;
- b. Conduct arraignments and other hearings in Whatcom County Jail when necessary and as determined by the Blaine Municipal Court;
- c. Conduct jury trials when necessary and as determined by the Blaine Municipal Court;
- d. Perform services consistent with the standard of practice within the community, consistent with the requirements of the Washington State Bar Association and the Washington Supreme Court, and in conformity with the Code of Professional Responsibility applicable to attorneys licensed to practice law in the State of Washington.

SECTION III
Consideration

In consideration for the services described herein, the City agrees to pay to the order of the Judge performing such services as follows:

- a. A monthly fee of Three Thousand, Six Hundred Forty Two and 51/100 Dollars (\$3,642.51), plus any future COLA adjustments in accord with the City Teamsters non-uniform contract, shall be paid to the Judge for each month for which said services are performed. This fee covers up to five (5) regularly scheduled court full day sessions per month, one jury trial, all jail arraignments and jail hearings, including weekend probable cause hearings and all administrative work and out of the office work to be performed by the Judge, and all time expended for judicial education. The

Compensation figure shall be paid to the Judge as wages to an employee, with the City withholding all state and federal taxes as required by law.

In addition to the forgoing, in the event that the Judge is requested to cover additional court sessions in excess of the 5 regularly scheduled full day sessions per month referenced above, the City agrees to pay the Judge a net fee of Two Hundred and No/100 Dollars (\$200.00), the equivalent paid to a Judge Pro Tem, per additional court session, provided that such additional sessions are approved in advance by the City Manager.

b. The Municipal Court Judge shall be entitled to four (4) weeks per year paid vacation, paid sick leave not to exceed two (2) weeks per year, and paid time off for judicial education and judicial conferences not to exceed two (2) weeks per year. All paid leave of absences, including sick, vacation, education and conferences shall be in full week blocks and may not be taken on a day by day basis. No paid time off may be carried forward to a subsequent year and shall be considered lost without a right of reimbursement if not taken. In the event that the Municipal Court Judge is absent from a morning and/or afternoon court session for reasons other than those for which paid time off is available, or is absent for a reason for which there is no longer any available paid time off, then the Compensation Figure above shall be lowered for each such session missed by the gross amount paid to the Judge Pro Tem by the City for the session(s) that the Judge Pro Tem appeared.

c. The City shall pay a one-third share of the Municipal Court Judge's membership in the District and Municipal Court Judges Association per year. The City shall pay a one-third share of the Municipal Court Judge's registration at the District and Municipal Judges Association spring and fall conferences per year.

d. In the event that the Judge is unable to serve due to disability, illness and/or absence other than the vacation and judicial education absences provided for under (b), it shall be his responsibility to so notify the City and to make arrangements for the presence of a Judge Pro Tem. All Judges Pro Tem shall be qualified to hold the position of Judge of the Municipal Court, as provided herein. Judges Pro Tem and additional judges appointed pursuant to 2.86.040(c) shall receive a net wage of \$200.00 per morning or afternoon court session, and no more than a net wage of \$400.00 per day. Judges Pro Tem and additional judges shall be paid by the City of Blaine and shall be considered non-exempt employees of the City.

e. No judge shall be considered part of the City's civil service system. All judges shall be subject to the City's personnel policies, unless such policies are in conflict with RCW 3.50 et seq., in which case the terms and conditions of the RCW 3.50 et seq., shall control.

SECTION IV **Hours of Court**

The hours of the court shall be set mutually by agreement between the City and the Judge.

SECTION V
Indemnity Agreement

The City shall defend, indemnify and hold the Judge and/or Judges Pro Tem that may serve in this absence, harmless from any and all claims arising out of the good faith performance of his duties and functions as the Blaine Municipal Court Judge.

SECTION VI
State Law

This contract shall be construed in a manner consistent with and not in derogation of the provisions of State law governing the Judge's jurisdiction, powers, duties, obligations or statutory term of office.

SECTION VII
Meetings

The Judge agrees to periodic meetings, at least quarterly, with the Police, Finance and Court personnel, and with the City Manager as requested.

SECTION VIII
Extent of Agreement; Consistency with RCW 3.50 and BMC 2.86

This Agreement contains all the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. The Judge and all Judge Pro Tems shall be subject to the City's personnel policies, unless such policies are in conflict with this Blaine Municipal Code 2.86 or RCW 3.50 et seq., in which case the terms and conditions of this RCW 3.50 et seq. and BMC 2.86, shall control. Further, in the event of conflict of any provision of this Agreement and RCW 3.50 et seq. and BMC 2.86 then RCW 3.50 et seq. and BMC 2.86 shall control.

SECTION IX
Communication Between the Parties

Communications between the Judge and the City shall be addressed to the regular place of business of each party.

In the case of communication with the Judge, all communications to the Judge shall be sent to 528 Clark Road, Bellingham, Washington 98225.

In the case of communication with the City, all communications related to the administration of the Contract shall be sent to City of Blaine, City Manager, 435 Martin Street, Suite 3000, Blaine, Washington 98230.

SECTION X
Venue Stipulation

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Washington and that any action in law or equity concerning this Agreement shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington. Provided, however, that all disputes in this matter shall be submitted to binding arbitration.

SECTION XI
Renewal, Termination, and Amendment

- a. Renewal. Upon the expiration of this contract, unless terminated or amended as provided herein, this contract may be renewed only upon the approval of the City Council.
- b. Amendment. This Agreement may be amended by the Parties only if such amendment is in writing and approved by the City Council. The Parties may re-visit the terms of this contract from time to time during the course of the contract.
- c. Termination of Contract.
 - a. By Judge:
 - i. Without Cause. The Judge may terminate this contract without cause only by providing written notice at least six (6) months in advance.
 - ii. For Cause. The Judge may terminate this agreement only for cause if such breach is not reasonably remedied by the City within thirty (30) calendar days of the receipt by the City of a written notice of default.
 - b. By City - with or without Cause. The Judge may be terminated with or without in a manner consistent with Blaine Municipal Code 2.86.030.C.

SECTION XII
Arbitration

In the event of any dispute arising between the parties to this Agreement, any such dispute shall be submitted to binding arbitration as provided herein. The parties shall select an independent and unbiased arbitrator who is not affiliated directly or indirectly with either party within ten (10) days after any party demands arbitration. If the parties fail to select, or cannot agree upon, an arbitrator within this time, then the Superior Court of Whatcom County, pursuant to RCW 7.04A et seq. for an order appointing an arbitrator. Such application may be made at any time after the ten (10) day period has expired. Upon application to the court for an arbitrator, the Court shall select an arbitrator, who shall render his/her decision no later than sixty (60) days after his/her appointment. If the arbitrator requests a hearing prior to rendering his/her decision,

such hearing shall be held in Whatcom County, Washington within thirty (30) days of the arbitrator’s appointment. The arbitrator’s decision shall be binding on both parties. Each party shall bear its own expenses associated with the arbitration but shall share equally the costs of the arbitrator. RCW Chapter 7.04A, and Rules 5.2 through 5.4 of the Mandatory Arbitration Rules for Superior Court (“MAR”) shall govern the arbitration. In the event of any inconsistencies between the Binding Arbitration Clause, RCW Chapter 7.04A, and MAR 5.2 through 5.4, the terms of the Binding Arbitration Clause shall take precedence over RCW Chapter 7.04A and MAR 5.2 through 5.4; and RCW Chapter 7.04A shall take precedence over MAR 5.2 through 5.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

<p>JUDGE:</p> <p>_____</p> <p>Michael Bobbink, Attorney at Law</p>	<p>_____</p> <p>Date</p>
<p>CITY OF BLAINE:</p> <p>_____</p> <p>Michael Jones, City Manager</p>	<p>_____</p> <p>Date</p>
<p>DEPARTMENTAL APPROVAL:</p> <p>_____</p> <p>Jeff Lazenby, City Finance Director</p>	<p>_____</p> <p>Date</p>

Approved as to form:

Jon Sitkin, City Attorney