

ORDINANCE NO. 17-1021

AN ORDINANCE of the City Council of the City of SeaTac, Washington confirming the appointment of Philip Lawrence Kratz as the Municipal Court Judge, affixing the compensation of the Municipal Court Judge and Judges Pro-Tem, and authorizing entry into a Professional Services Contract.

WHEREAS, effective January 1, 2018, the City Manager has appointed Philip Lawrence Kratz to serve as the SeaTac Municipal Court Judge for a four-year term, pursuant to RCW 35A.13.080 (2); and

WHEREAS, the City Council deems it is appropriate to confirm the appointment made by the City Manager; and

WHEREAS, the City Council deems it appropriate to set the compensation of the Municipal Court Judge and Judges Pro-Tem pursuant to RCW 3.50.080 and RCW 3.50.090; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. The SeaTac City Council confirms the City Manager's appointment of Philip Lawrence Kratz to serve as Municipal Court Judge for a four-year term commencing January 1, 2018.

Section 2. The salary of the Municipal Court Judge shall be adjusted annually on January 1, using the formula of 95% of a District Court Judge as set by the Washington State Salary Commission, pro-rated to 55% (twenty-two hours per week). Judges Pro-Tem will receive \$65.00 per hour for hours worked (adjusted annually commencing January 1, 2019 and each January 1 thereafter to reflect a cost of living adjustment at the same percentage as that of non-represented City employees). In addition, the Municipal Court Judge shall receive benefits in accordance with City policy for regular part-time employees.

Section 3. The City Manager has authorization to enter into an Employment Agreement with Judge Kratz in substantially similar form as attached "Exhibit A."

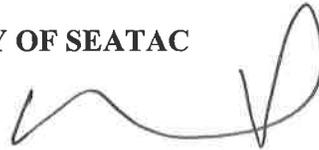
Section 4. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances shall not be affected.

Section 5. This Ordinance shall not be codified.

Section 6. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 12th day of December, 2017, and signed in authentication thereof on this 12th day of December, 2017.

CITY OF SEATAC

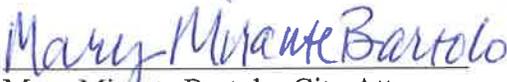


Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Effective Date: 12/23/17]

[Municipal Court Judge 2018-2021]

EMPLOYMENT AGREEMENT
MUNICIPAL COURT JUDGE
FOR THE
CITY OF SEATAC

This Agreement by and between the City of SeaTac, Washington, a municipal corporation, hereinafter referred to as the "City," and Philip Lawrence Kratz, hereinafter referred to as the "Municipal Court Judge" or "Judge", is as follows:

WHEREAS, the City Manager has appointed Philip Lawrence Kratz to serve as Judge of the City's Municipal Court; and

WHEREAS, the City Council has confirmed that appointment on December 12, 2017; and

WHEREAS, Philip Lawrence Kratz has accepted the appointment and confirmation; and

WHEREAS, Philip Lawrence Kratz understands this is a part time position covering seven days per week while overseeing full time court staff; and,

WHEREAS, in order to provide for the services of Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with the Municipal Court Judge for such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and Philip Lawrence Kratz agree as follows:

1. TERM OF APPOINTMENT:

Philip Lawrence Kratz accepts the position of Judge of the Municipal Court of the City of SeaTac in accordance with the provisions of Chapter 2.10 of the City of SeaTac Municipal Code as supplemented by this Agreement for a four-year term commencing on January 1, 2018 and terminating on December 31, 2021.

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 report to the City Manager any change affecting his membership in good standing in the Washington State Bar Association.

2. SCOPE OF 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 Washington Constitution, the Revised Code of Washington, the Code of Judicial Conduct, the General Rules of the Washington Court Rules, such other rules as may be prescribed by the Supreme Court of the State of Washington and Washington State Judge's Ethics Advisory Opinions. The Judge is a Presiding Judge within the meaning of General Rule (GR) 29 of the Washington Court Rules.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore as provided in RCW 3.50.090 and GR 29(f) (12) for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training.

3. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Legislative, Executive and Judicial branches of government are co-equal. Each has the responsibility for the criminal justice system and cooperation with each other is necessary to meet its separate responsibility and is fundamental to our system of government.

The City is organized as a Council-Manager municipality, under which the City Manager is primarily accountable to assure that each branch of government cooperates with the other to assure an effective, efficient and just court system. The Judicial branch is accorded independence from the Executive and Legislative branches and nothing contained herein shall be construed to interfere with that independence. Furthermore, the Judge is responsible for ensuring that court staff and officials subject to the Judge's direction and control comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes.

The Court Administrator shall be appointed by the Judge and shall serve as an At-Will employee as defined by the City for Department Heads. The Court Administrator and all represented court staff are City employees subject to City rules and regulations. Their salaries, benefits, hours of work and working conditions shall be established by the City and/or negotiated through the collective bargaining agreement. The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The City Manager and the Judge agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's rights and responsibilities with respect to court employees. The Judge acknowledges the Court Administrator is an invited member to the City's Leadership Team and may participate in discussions that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

4. COMPENSATION:

The Judge's salary and benefits shall be set and appropriated through the City's budget process. The Judge's compensation within the adopted budget may be increased, but not

decreased, during the Judge's term of office, in accordance with any applicable statutes and/or provisions of the Washington State Constitution.

The Judge's salary shall be determined annually on January 1, using a formula of 95% of a County District Court Judge as set by the Washington State Salary Commission prorated to 55% (twenty-two hours per week). This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court. The Judge will receive their regular salary while attending annual District and Municipal Court Judges' Association Spring Conference, the Annual State Judge's Conference and for other approved classes and seminars necessary to maintain current knowledge and certifications, so long as the classes and seminars are necessary to fulfill the requirements of GR 26, "Mandatory Continuing Judicial Education."

The City will separately allocate a maximum of \$10,400 (allocated as such: 40 hrs. vacation, 40 hrs. illness, 40 hrs. conference/training, and 40 hrs. recusal/affidavits of prejudice calculated at the rate of \$65/hr) annually in the budget to cover Judges Pro-Tempore time necessary for any personal time off (vacation, illness, attending conferences and training, and recusals and affidavits of prejudice) by the Judge. Should the Judge exceed the maximum limit of \$10,400, the Judge authorizes the City to deduct the cost of missing court dates for personal time off from the Judges salary.

The City shall pay for the cost of professional membership, required professional classes and training, including registration and travel expenses similar to those provided to City Department Heads.

Each party will pay payroll and other taxes as required by applicable laws and regulations.

5. METHOD OF PAYMENT:

The Judge shall submit a timesheet for compensation on a bi-monthly basis for services in accordance with payroll procedures and timelines established by the City. A timesheet shall be submitted for the 1st through 15th and the 16th through the end of each month to the Court Administrator, who shall submit same to the City's Finance Department.

6. BENEFITS:

- a) The City will offer the Judge and his eligible dependents health care insurance benefits, to include medical, dental, and vision insurance. Medical Premiums are prorated at a 55% level. The City pays 100% of dental and vision premiums.
- b) The position of Municipal Court Judge is an "eligible position" as that term is defined under the present rules of the Washington State Department of Retirement Systems (DRS) for the Public Employees Retirement System (PERS). The Judge may enroll into the applicable retirement plan and program(s) allowed by DRS rules.

7. INDEMNIFICATION:

The Judge agrees to indemnify, defend and hold the City harmless for any and all claims, losses, actions or liabilities to or by any persons or entities including their respective agents (including attorney fees) for any acts of the Judge that are outside the scope of his official duties. The Judge shall carry and provide proof of professional liability insurance annually to the City Manager (or designee) no later than January 30th.

8. TERM OF AGREEMENT:

The Judge's term of office shall be for a period of four (4) years beginning January 1, 2018 and ending on December 31, 2021.

9. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by Philip Lawrence Kratz on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City Manager

City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

IF TO THE JUDGE:

Philip Lawrence Kratz

23839 20th Ave. S.
Des Moines, WA 98198

10. TERMINATION OF AGREEMENT:

This Agreement may be terminated during the Judge's term of office as follows:

By the Judge if he provides a minimum of 120 days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.

By the City only upon action of the Commission on Judicial Conduct or the Washington State Supreme Court as provided in Article IV, Section 31 of the Washington State Constitution.

11. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Employment Agreement shall be governed under the laws of the State of Washington, and any dispute regarding this Employment Agreement shall be resolved in King County Superior Court, State of Washington.

12. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF SEATAC

MUNICIPAL COURT JUDGE

By: _____
Joseph Scorcio, AICP
City Manager

By: _____
Philip Lawrence Kratz
Municipal Court Judge

Date: _____

Date: _____

Approved as to Form:

City Legal Department