

RESOLUTION #17-1895

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement ") is made and entered into this 28th day of November, 2017, by and between the City of Milton, a municipal corporation, hereinafter referred to as the "City" and Sandra L. Allen, Attorney at Law, hereinafter referred to as "Judge ", for purposes of providing the services of a Municipal Court judge for the Milton Municipal Court.

1. The City hereby agrees to retain and employ the Judge to preside over the Municipal Court of Milton, established by Ordinance 457 and Chapter 2.30 of the Milton Municipal Code, in accordance with the ordinance of the City and statutes of the State of Washington, including Chapter 3.50 of the Revised Code of Washington, the provisions of which are incorporated herein by this reference.
2. Scope of Services. The Judge shall be available, as needed, to administer all activities of the court, direct its employees, hear or assign all cases as herein provided and take all other actions reasonably necessary to fulfill the obligations of the court as required by State Statute or City Ordinance.
3. Compensation. The City shall compensate the Judge for the services rendered pursuant to this contract at the rate of four thousand dollars (\$4,000) per month for 2018, and four thousand five hundred dollars (\$4,500) per month for 2019-2021, payable on the last business day of each month. In addition, the Judge shall be compensated \$75.00 per hour for Jury Trials. The City shall reimburse the Judge for reasonable training and conference expenses. The City shall also pay required membership fees or dues, such as the DMCJA. The City shall pay for Pro Tem services for conflict and affidavit of prejudice cases. In addition, the City shall pay for Pro Tem services for up to five (5) days annually for training, sick leave and vacation for the Judge.
4. Term. The term of Sandra L. Allen's appointment as Municipal Court Judge shall be for the period beginning January 1, 2018 through December 31, 2021, unless earlier terminated for cause as provided in RCW 3.50.095 in accordance with the provisions of Article IV §31 of the Washington Constitution or by the Commission on Judicial Conduct., or by the written agreement of the parties, or by resignation of the Judge with at least 90 days advance written notice to the City.
5. Contract Administration. This contract shall be administered by the Mayor (or designee) on behalf of the City and by Sandra L. Allen on behalf of herself. Any written notices to be serviced on either party shall be served or mailed to the following address:

If to the City:
Mayor, City of Milton
1000 Laurel Street
Milton, WA 98354

If to the Judge:
Sandra L. Allen
~~5303 Pacific Highway East #157~~
~~Eife, WA 98424~~

3016 N. Narrows Dr. #414
Tacoma, WA 98407

6. Non - exclusive Contract: This shall be a nonexclusive contract. The City reserves the right to appoint additional judges and to contract for additional court services at its own discretion. Nothing herein shall be interpreted to prohibit appointments of additional judges or to guarantee any renewal of this contract with the Judge.
7. Entire Agreement. This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties, other than as provided in the Milton Municipal Code and /or RCW Chapter 3.50.
8. Severability. If any provision of the Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MILTON



Debra Perry, Mayor

JUDGE



Sandra L. Allen

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CITY OF MILTON



Debra Perry, Mayor

JUDGE

Sandra L. Allen