

## ORDINANCE NO. 650

**An Ordinance of the Town of South Cle Elum, Washington, entering into an Agreement with Craig Juris as the Municipal Court Judge, affixing the compensation of the Municipal Court Judge and authorizing entry into a Professional Services Contract.**

**WHEREAS, the Town Council has determined that Craig Juris will serve as the South Cle Elum Municipal Court Judge for a four-year term, pursuant to RCW 35A.13.080 (2); and**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SOUTH CLE ELUM:**

**Section 1.** The Town Council confirms the agreement between Craig Juris to serve as Municipal Court Judge for a four-year term commencing June 1, 2024.

**Section 2.** The salary of the Municipal Court Judge shall be reviewed annually based on the prior year's activity.

**Section 3.** The Town Council grants the Mayor authorization to enter into an agreement with Judge Juris in substantially similar form as attached "Exhibit A."

**Section 4.** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Council declares that it would have adopted each section, subsection, paragraph, sentence, clause or phrase of this ordinance irrespective of the fact that another portion be declared unconstitutional or invalid.

**Section 5.** Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 6.** Corrections. The Town Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction or scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any reference thereto.


**Section 7.** This Ordinance shall not be codified.

**Section 8.** Effective date. This ordinance shall become effective on the later of June 18th, 2024 or 5 days from and after passage, approval and publication as provided by law.

Passed by the Town Council and approved by the Mayor of the Town of South Cle Elum, Washington, at a regular meeting thereof this 18th day of June 2024.

  
James DeVere, Mayor

ATTEST:

  
Luanne Osiadacz, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Slothower, Town Attorney

Filed with the Town Clerk: 6/18/2024

Passed by the Town Council: 6/18/2024

Ordinance No.: 650

Date of Publication: 6/27/2024

Effective Date: 7/2/2024



## **AGREEMENT FOR JUDGE SERVICES BETWEEN JUDGE CRAIG JURIS AND THE TOWN OF SOUTH CLE ELUM**

This Agreement is entered into by and between the Town of South Cle Elum, Washington, a Washington municipality entity ("Town"), and Craig Juris, Hereinafter referred to as "Municipal Court Judge" or "Judge" is as follows:

**WHEREAS**, the Town has determined the need to enter into an agreement with a judge for the prosecution, adjudication and sentencing of misdemeanor and gross misdemeanor offences, traffic violations, civil code enforcement, building code violations and such other violations of the South Cle Elum Municipal Code committed by adults in the Town; and

**WHEREAS**, Craig Juris is the Upper Kittitas County District Court Judge and is able to act as the South Cle Elum Municipal Court Judge; 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 Town to enter into an Agreement with the Municipal Court Judge for such services:

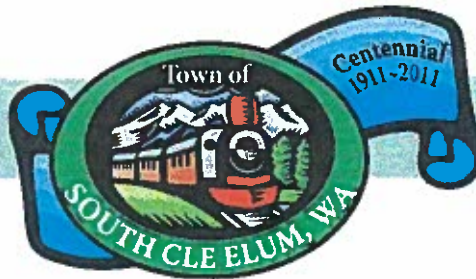
**NOW THEREFORE**, in consideration of the mutual covenants, conditions and terms contained herein, the Town and Craig Juris agree as follows:

### **1. TERM OF AGREEMENT.**

Craig Juris accepts the position of Judge of the Municipal Court of the Town of South Cle Elum in accordance with the provisions of Chapter 2.45 of the Town of South Cle Elum Municipal Code as supplemented by this Agreement for a four-year term commencing on June 1, 2024, and terminating on June 1, 2028.

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 Kittitas County. The Judge must immediately report to the Mayor and 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 lawfully constituted Municipal Court according to the requirements of the Washington Constitution, the South Cle Elum Municipal Code, 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 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 Town Ordinance.

### **3. COMPENSATION.**

The Judge's salary shall be set and appropriated through the Town's budget process. The Judge's compensation within the adopted budget may be increased, but not decreased, during the Judge's agreement with the Town, in accordance with any applicable statutes and/or provisions of the Washington State Constitution.

The Town agrees to pay the Judge \$500 per month for the provision of the services described above. Payment shall be due on or before the 10<sup>th</sup> day of each month commencing on July 1, 2024. The parties agree that the compensation will be reviewed on an annual basis each June to adjust the compensation based on the prior year's activity.

### **4. INDEMNIFICATION.**

The Judge agrees to indemnify, defend, and hold the Town 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 Town Clerk (or designee) no later than June 30<sup>th</sup>.

### **5. CONTRACT ADMINISTRATION.**

This Agreement shall be administered by the Town Clerk and/or designee on behalf of the Town and by Craig Juris on behalf of the Municipal Court Judge. Any

P.O. Box 160  
South Cle Elum, WA 98943



PHONE: 509-674-4322  
FAX: 509-674-5942  
EMAIL: townhall@southcleelum.org

written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE TOWN:

Luanne Osiadacz, Town Clerk  
Town of South Cle Elum  
523 Lincoln Ave / PO Box 160  
South Cle Elum, WA 98943

IF TO THE JUDGE:

Judge Craig Juris  
Upper Kittitas County District Court  
700 East 1<sup>st</sup> Street  
Cle Elum, WA 98922

**6. ENTIRE AGREEMENT.**

This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to the Agreement.

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

DATED this 18<sup>th</sup> day of June, 2024.

TOWN OF SOUTH CLE ELUM

By: [Signature]  
Title: James L. DeVeré, Mayor

Date: 6/18/2024

MUNICIPAL COURT JUDGE

By: [Signature]  
Craig Juris, Municipal Court Judge

Date: 6/6/24

ATTEST/AUTHENTICATED:

By: [Signature]  
Title: Luanne Osiadacz, Clerk/Treasurer