

RESOLUTION NO. 1563

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON CONFIRMING THE APPOINTMENT OF KEVIN RINGUS AS FIFE MUNICIPAL COURT JUDGE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE JUDGE

WHEREAS, pursuant to Fife Municipal Code section 2.28.010, the city manager is responsible for appointing the municipal court judge subject to confirmation by the City Council; and

WHEREAS, Kevin Ringus has served ably as municipal court judge since August 9, 1995 and meets all of the qualifications set forth in Fife Municipal Code section 2.28.010(C); and

WHEREAS, the city manager proposes to re-appoint Kevin Ringus as municipal court judge, subject to City Council confirmation, for a four year term beginning January 1, 2014 and ending December 31, 2017 pursuant to the terms of an employment agreement; now, therefore

BE IT RESOLVED that the Fife City Council confirms the appointment of Kevin Ringus as Municipal Court Judge for the City of Fife and authorizes the City Manager to enter into an employment agreement with Kevin Ringus in the form attached hereto as Exhibit A and incorporated by this reference.

ADOPTED by the City Council at an open public meeting held on the <sup>10</sup>10 day of September 2013.

  
\_\_\_\_\_  
Robert D. Cerqui, Mayor

Attest:

  
\_\_\_\_\_  
Carol Etgen, City Clerk

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") shall be deemed made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Fife (hereinafter "the City") and Kevin G. Ringus (hereinafter "Mr. Ringus").

WHEREAS, Mr. Ringus is currently employed by the City as its part time Municipal Court Judge and the City Manager has recently appointed him to a four-year term commencing January 1, 2014 and ending on December 31, 2017. The City Council confirmed that appointment on September 10, 2013.

WHEREAS, Due to the unique status of the municipal court judge in relation to other City employees, the Council has determined that entering into a contract relationship regarding compensation will serve the best interests of the City.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter exchanged, it is agreed by and between the parties hereto as follows:

1. Rate of Compensation. Mr. Ringus shall receive an annual salary of One Hundred Seventeen Thousand and 00/100 Dollars (\$117,000.00). Said salary shall be adjusted annually in years 2015, 2016, and 2017 by an amount equal to 100% of the increase in the CPI-W Seattle-Tacoma-Bremerton Index as measured for the prior 12 month period beginning and ending in October and as published by the U.S. Department of Labor, with a minimum increase of 2% and a maximum increase of 5%.

2. Benefits. Mr. Ringus will receive all benefits applicable to City Department Directors other than vacation and sick leave.

3. Pro Tem Compensation. If Mr. Ringus is not available to serve as the Municipal Court Judge for any reason (sick leave, vacation, conference, etc.) and a Judge Pro Tem must be retained, then the cost of said Judge Pro Tem shall be paid at the hourly rate set forth in Fife Municipal Code 2.28.030.

4. Effective Date and Term of Agreement. This Agreement shall be effective commencing January 1, 2014. Mr. Ringus's employment under this Agreement shall commence on January 1, 2014 and shall continue through December 31, 2017 unless terminated at an earlier date pursuant to the terms of this Agreement.

5. Duties and Performance of Services. Mr. Ringus shall perform such duties as are required of him by the City in his capacity as the part time Municipal Court Judge. The job duties of this position are described in Washington Court Rule GR 29 and Chapter 3.50 RCW, as now or hereafter amended. In addition, Mr. Ringus agrees to consult and follow all City policies, procedures, ordinances, resolutions, regulations, and rules to the extent possible.

6. Termination of Employment.

a. Except as otherwise provided herein, this Agreement shall terminate on December 31, 2017. Mr. Ringus can terminate his employment under this Agreement by resigning as the Municipal Court Judge at any time, but only after providing the City Manager written notice of not less than thirty (30) days. Mr. Ringus shall not be entitled to any severance pay, other compensation, or any other benefits in the event that he resigns or quits his employment with the City, other than benefits which have accrued through the date of his resignation. Mr. Ringus shall forfeit any accrued benefits if he resigns and fails to provide the City Manager written notice of not less than thirty (30) days.

b. The City may terminate Mr. Ringus's employment upon: (1) his conviction of misconduct or malfeasance in office; 2) physical or mental disability rendering Mr. Ringus incapable of performing the duties of the office; 3) his ceasing to qualify as a Municipal Court Judge; 4) if the City terminates the municipal court as authorized by law; 5) his removal from office pursuant to the Commission on Judicial Conduct Rules of Procedure; or 6) such other grounds as may be set forth in Chapter 3.50 RCW, as now or hereafter amended. For purposes of this Agreement, Mr. Ringus shall be deemed to be disabled if he is unable to perform the essential functions of his position with the City, as medically determined by an independent physician, with or without reasonable accommodation. No compensation shall be payable after Mr. Ringus's disability, other than base salary and employee benefits accrued through the date of his disability, including any benefits payable in the event of Mr. Ringus's disability.

7. Representations. Mr. Ringus represents and affirms that he is: 1) a citizen of the United States of America; 2) a citizen of the state of Washington; 3) a resident of Pierce County; and 4) an attorney admitted to practice law before the courts of record of the state of Washington.

8. Reopener. In the event a municipality requests that the City and Mr. Ringus provide additional part time municipal court judicial and support staff services at the Fife Municipal Court on behalf of said municipality and both the City and Mr. Ringus agree to provide such services, then the parties hereto agree to renegotiate such terms and conditions of this Agreement as are relevant to the extension of judicial services to said municipality; provided the term of this Agreement shall remain unchanged.

9. Dispute Resolution.

a. In consideration for the mutual promises and covenants contained herein, the parties agree that any controversy, claim, or dispute arising out of or relating to Mr. Ringus's employment with the City or this Agreement, either during the existence of the employment relationship or afterwards, and including, but not limited to, any common law or statutory claims for wrongful discharge, discrimination or unpaid compensation, shall be resolved exclusively by final and binding arbitration in Pierce County, Washington before a mutually agreed single arbitrator from Judicial Arbitration and Mediation Services, Inc. ("JAMS") or some other mutually agreed arbitrator. If the parties are unable to timely agree upon an arbitrator, the parties agree that JAMS will select the arbitrator. Arbitration shall be conducted in accordance with the commercial arbitration rules of JAMS, unless otherwise agreed by the parties. In the event that JAMS's arbitration rules are inconsistent with this Agreement, this Agreement shall control. The

parties agree to abide by all decisions and awards rendered in such arbitration proceedings. Such decisions and awards rendered by the arbitrator shall be binding, final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and for the issuance of execution for its collection. All such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this Section shall be construed as precluding the City from bringing an action for injunctive relief or other equitable relief.

b. Questions of arbitrability or the scope of the parties' Agreement to arbitrate shall be determined by the arbitrator. Washington law shall govern any dispute submitted to arbitration under this Agreement.

c. The City and Mr. Ringus each have the right to be represented by counsel in the arbitration process. Either party may initiate arbitration by filing a written demand for arbitration with JAMS, with a written copy to the other party. The parties agree to participate in the arbitration in good faith. The parties will equally split the cost charged by JAMS for the arbitration. The parties will each pay for their own respective attorney's fees and costs. The arbitrator is empowered to award all types of remedies that would be available in a court of law. The arbitrator's award shall include a written opinion which shall contain detailed findings of fact and conclusions of law.

d. Mr. Ringus represents that he understands that by agreeing to final and binding arbitration, he is agreeing not to maintain a lawsuit against the City, and agreeing to subject disputes covered by this Agreement to a neutral arbitrator rather than to a jury or judge in a court of law.

10. Best Efforts. During the term of this Agreement, Mr. Ringus agrees and covenants to devote his best efforts to his employment with the City under the terms of this Agreement.

11. Notices. All notices, demands, and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time the same is delivered in person or mailed by registered or certified mail addressed as follows:

To the City:                   City Manager  
  City of Fife  
  5411 23<sup>rd</sup> St. E  
  Fife, WA 98424-2061

To Mr. Ringus:               Kevin Ringus  
  P.O. Box 1450  
  Milton, WA 98354

Either party wishing to change the address to which notices, requests, demands, and other communications under this Agreement shall be sent shall give written notice of such change to the other party.

12. Waiver of Breach. The waiver or failure of either party to insist in any one or more instances upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligations of either party with respect to such term, covenant or condition shall continue in full force and effect. No course of dealing shall be implied or arise from any waiver or series of waivers of any right or remedy hereunder.

13. Severability. Each provision of this Agreement shall be interpreted where possible in a manner necessary to sustain its legality and enforceability. If any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be limited to the minimum extent necessary to render the same enforceable or valid. The unenforceability of any provision of this Agreement in a specific situation, or the unenforceability of any portion of any provision of this Agreement in a specific situation, shall not affect the enforceability of (i) that provision or portion of provision in another situation or (ii) the other provisions or portions of provisions of this Agreement if such other provisions or the remaining portions could then continue to conform with the purposes of this Agreement and the terms and requirements of applicable law.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington without regard to conflict of laws principles. The venue of any controversy or claim arising out of, or relating to, this Agreement or the breach thereof shall be Pierce County, Washington.

15. Opportunity for Independent Review by an Attorney. Mr. Ringus represents that: (a) he has had a reasonable time to consider this Agreement, (b) he has had the opportunity to have this Agreement reviewed by his attorney if he so desired, (c) he fully understands the significance and consequences of this Agreement, and (d) he has voluntarily signed this Agreement after full reflection and analysis.

16. Entire Agreement. This document contains the entire agreement of the parties and on its effective date supersedes any prior written or oral agreement among said parties concerning the subject matter contained herein. No waiver, change or modification of any of the terms hereof or extension or discharge of this Agreement shall be binding on either party unless in writing signed by the City and Mr. Ringus.

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

**City of Fife:**

**Employee:**

\_\_\_\_\_  
David K. Zabell, City Manager

\_\_\_\_\_  
Kevin G. Ringus

**Attest:**

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Carol Etgen, City Clerk

**Approved as to form:**

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Loren D. Combs, City Attorney