

RESOLUTION NO. 12-832

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
CONFIRMING MELANIE THOMAS DANE AS MUNICIPAL
COURT JUDGE AND AUTHORIZING THE MAYOR TO
ENTER INTO A JUDICIAL SERVICES AGREEMENT**

WHEREAS, a vacancy in the position of Municipal Court Judge will occur on October 1, 2012; and

WHEREAS, the Mayor has reviewed several options for Municipal Court Services and concluded the best option for the community is to continue with the Black Diamond Municipal Court with our own Municipal Court Judge; and

WHEREAS, the Mayor has facilitated a search process, candidate interviews and reference checks; all of which indicate that Melanie Thomas Dane is the best qualified candidate for the position;


NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Confirmation - Melanie Thomas Dane is hereby confirmed as the Municipal Court Judge.

Section 1. Judicial Services Agreement - The Mayor is authorized to enter into a Judicial Services Agreement with Melanie Thomas Dane as set forth in "Attachment A."

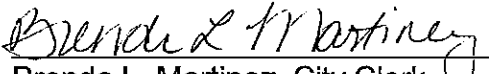
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF SEPTEMBER, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT

This agreement (the “**Agreement**”) is by and between the City of Black Diamond, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the “City”) and Melanie Dane (“Contractor”), and is dated the 21st day of September, 2012.

RECITALS

- A. The City operates a Municipal Court pursuant to BDMC Chapter 2.36 and RCW Ch. 3.50.
- B. The Mayor has previously appointed, and the City Council has previously confirmed, Bill Bowman as the Judge of the Black Diamond Municipal Court for the term of ending December 31, 2013.
- C. Judge Bowman has been selected as a judge for the King County Superior Court and has resigned from his position as judge of the Black Diamond Municipal Court to be effective October 1, 2012.
- D. Judge Bowman’s resignation has created a vacancy in the Black Diamond Municipal Court which vacancy of the remaining un-expired term must be filled pursuant to BDMC 2.36.070.
- E. Contractor meets the judicial qualifications set forth at BDMC 2.36.030(C) and has been appointed by the Mayor and confirmed by the City Council to fill the remaining unexpired term of Judge Bowman as the Black Diamond Municipal Court Judge, to be effective October 1, 2012.
- F. Contractor is willing and able to serve as the City’s Municipal Court Judge for the remaining un-expired term resulting from the vacancy.
- G. The City and Contractor desire to enter into an agreement setting forth the relative rights, duties and obligations of the Parties;

Now, therefore, in consideration of the mutual promises and covenants set forth below, the sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. **Appointment** – Effective October 1, 2012, Contractor is appointed to be the judge of its Municipal Court for the remainder of the un-expired term vacated

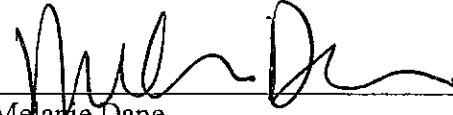
by Judge Bowman. Said term shall commence on October 1, 2012 and terminate on December 31, 2013, unless sooner terminated as may be provided by law.

2. **Term** – The term of this agreement shall be from October 1, 2012 through December 31, 2013.
3. **Duties** – Contractor agrees to serve as the Municipal Court Judge for the City of Black Diamond with all the powers, duties, privileges and obligations which said office confers and in accordance with this Agreement and as required by the City's ordinances, the constitutions and laws of the state of Washington and the United States, and all other applicable laws and treaties. Contractor shall abide by the Rules of Judicial Conduct as promulgated by the Washington Supreme Court. Contractor shall at all times maintain her status as a licensed attorney in the state of Washington in the status of either active or judicial. The services to be provided will include regularly scheduled court sessions and any administrative work and out-of-court work done by the Municipal Court Judge, and all time expended for judicial education. In addition to regularly scheduled sessions of the Black Diamond municipal Court, the Judge shall conduct arraignments, probable cause hearings, bail hearings jury trials, or other court hearings as may be necessary and shall otherwise be available, as needed to provide the Municipal Court services in accordance with BDMC Chapter 2.36 and state statute. Contractor shall also use her best efforts to improve the City's Court by advancing the causes of justice, impartiality, fairness and efficiency in all of the Court's business.
4. **Compensation** – The Parties acknowledge that compensation is based upon the assumption that the Contractor will attend two regularly scheduled one-half day court appearance calendars per month and provide office hours for two one-half days per month to perform administrative duties of the Court. Based upon the foregoing, the City shall compensate Contractor at the flat base rate of \$2,000.00 per month for all her time, both judicial and administrative. In the event that is necessary for the Contractor to schedule additional court calendars or to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar, or to otherwise complete a trial, the City agrees to additionally compensate the Contractor in the amount of \$400 for each additional court calendar that is scheduled (\$400.00 per ½ day) up to a total of \$800 dollars per month as full compensation for all additional court calendars. The rate of compensation may be adjusted by the mutual agreement of the parties, in writing.
5. **Judges Pro Tem** - In the event that Contractor is unable to serve due to disability, illness and/or absence, an actual conflict, or an affidavit of prejudice, it shall be her responsibility to so notify the Court Administrator who shall 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 shall be paid by the Municipal Court Judge, or in the event of disability, training, or Affidavit of Prejudice by the City.

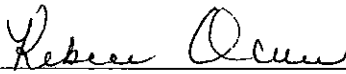
6. **Status** – Contractor will be an independent contractor, and shall pay all of her own withholding taxes, social security taxes, and any other payroll taxes.
7. **Termination** – This agreement shall be in effect during the term specified in paragraph two unless terminated by mutual agreement or according to law. The City shall release Contractor from her obligations under this contract if Contractor accepts a full time judicial appointment, in which case Contractor will release the City from its obligations.
8. **General Rule 29** – The parties agree that the provisions of Washington State Rules of Court General Rule 29, which governs the election, term, vacancies, removal, selection, responsibilities and authorities of presiding judges in courts of limited jurisdiction, shall be applicable to all court operations and personnel.
9. **Qualification** - Contractor declares that she is, and shall at all times during the term of this Agreement be, qualified to serve as a Municipal Court Judge in that she 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.
10. **Indemnity Agreement** - The City shall defend, indemnify and hold Contractor and/or pro tem judges that may serve in her absence, harmless from any and all claims arising out of the good faith performance of her/her duties and functions as the Black Diamond Municipal Court Judge.
11. **Mediation and Arbitration** – Should any dispute arise between the parties, they disputed matter shall be submitted to mediation using a mediator from JAMS (Seattle office), and following the mediator selection process and mediation rules followed by JAMS. The parties shall each pay their own costs associated with mediation and shall each pay one half of the JAMS and mediator’s fees. If the mediation is unsuccessful, then the matter, at either party’s request, shall be submitted to binding arbitration in accordance with the Uniform Arbitration Act, Chapter 7.04A RCW. The substantially prevailing party shall be entitled to recover their costs and attorneys fees incurred in the arbitration, and the substantially non-prevailing party shall pay the cost of the arbitration, including the arbitrator’s fee.

CONTRACTOR:



Melanie Dane, Date 9/20/12

CITY:



Rebecca Olness, Mayor Date 9-21-12