

RESOLUTION NO. 09-652

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
CONFIRMING THE MAYOR'S APPOINTMENT OF STEVE
ROSEN AS MUNICIPAL COURT JUDGE AND
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, municipal court judges are appointed by the Mayor, subject to City Council confirmation, for four-year terms commencing on January 1 of the year; and

WHEREAS, Steve Rosen was appointed by the Mayor as the City of Black Diamond's judge in March 2008 for a term ending through December 31, 2009; and

WHEREAS, the Mayor desires to re-appoint Mr. Rosen as the City's Municipal Court Judge; and

WHEREAS, the Council supports the Mayor's appointment of Mr. Rosen and finds the proposed agreement to be fair and reasonable;

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

Section 1. The City Council of the City of Black Diamond, Washington, does hereby confirm the Mayor's appointment of Steve Rosen as Municipal Court Judge through December 31, 2013, and authorizes the Mayor, on behalf of the City, to execute a Professional Services Agreement substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF NOVEMBER, 2009.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT

This agreement is by and between the City of Black Diamond (“the City”) and Steven G. Rosen (“Rosen”), and is dated the 19th day of November, 2009.

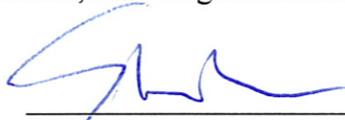
RECITALS

- A. The City operates a Municipal Court.
- B. The City desires to reappoint Rosen as the judge of its Municipal Court.
- C. Rosen is willing and able to continue to serve as the City’s Municipal Court Judge.

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:

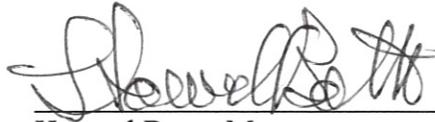
1. **Reappointment** – Effective January 1, 2010, the City reappoints Rosen to be the judge of its Municipal Court.
2. **Term** – The term of this agreement shall be from January 1, 2010 through December 31, 2013.
3. **Duties** – Rosen shall perform the functions required by the City’s ordinances, the constitutions and laws of the state of Washington and the United States, and all other applicable laws and treaties. Rosen shall abide by the Rules of Judicial Conduct as promulgated by the Washington Supreme Court. Rosen shall at all times maintain his status as a licensed attorney in the state of Washington in the status of either active or judicial. Rosen shall make himself available for trials, arraignments, and bail hearings as necessary, and shall also make himself available for telephonic and facsimile based probable cause determinations. Rosen shall have the responsibility to appoint Pro Tem Judges and assure their presence if he is absent. Rosen shall also use his 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 City shall compensate Rosen at the flat rate of \$3600.00 per month for all his time, both judicial and administrative. The rate of compensation may be adjusted annually by the agreement of the parties, in writing.
5. **Status** – Rosen will be an independent contractor, and shall pay all of his own withholding taxes, social security taxes, and any other payroll taxes.

6. **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 Rosen from his obligations under this contract if Rosen accepts a full time judicial appointment, in which case Rosen will release the City from its obligations.
7. **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.
8. **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.



Steven G. Rosen

Date



Howard Botts, Mayor

11-19-09

Date