

RESOLUTION NO. 12-841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE PROFESSIONAL SERVICE AGREEMENT WITH KARA MURPHY RICHARDS REGARDING PROSECUTING ATTORNEY SERVICES

WHEREAS, as a part of the development of the 2013 Budget, discussions with the City Prosecutor identified potential reductions in monthly compensation; and

WHEREAS, The City Prosecutor has agreed to adjust the monthly compensation for services rendered;

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

Section 1. The Mayor is hereby authorized to execute The First Addendum to the Professional Service Agreement with Kara Murphy Richards regarding Prosecuting Attorney Services which is identified as Exhibit "A" and attached hereto.

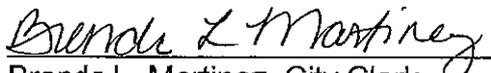
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

FIRST ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
KARA MURPHY RICHARDS
Regarding
PROSECUTING ATTORNEY SERVICES

1. **Date and Parties.**

1.1 This document ("First Addendum"), for reference purposes only, is dated the 6 day of Dec, 2012, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and KARA MURPHY RICHARDS ("Consultant").

2. **General Recitals.**

2.1 The City and Consultant entered into a Professional Services Agreement regarding Prosecuting Attorney Services dated December 16, 2011 (the "Agreement") for the provision of Prosecuting Attorney Services in the City of Black Diamond.

2.2 The Agreement terms contemplated that the City and Consultant may choose to amend the Agreement to provide for the Consultant to perform certain work relative to the City's prosecution needs.

2.3 The parties have now determined that such an amendment is appropriate, and thus the intent of the First Addendum is reduce the standard monthly compensation rate and to clarify when additional compensation for court calendars and formal police training are necessary.

3. **Modification to Agreement Terms and Conditions.**

3.1 The Agreement terms are hereby incorporated by reference. The First Addendum terms are hereby incorporated into the Agreement by reference. The First Addendum is intended to modify the terms and conditions of the Agreement. In the case of any conflict between the terms of the Agreement and the terms of the First Addendum, the provisions of the First Addendum shall control.

4. **Additional Services and Schedule.**

4.1 The existing Agreement, Section 6, Compensation, is hereby amended to read as follows:



City



Consultant

- A. Base rate. Beginning on January 1, 2013 the City shall pay the Prosecutor a base rate of \$2000 per month for performing the Scope of Work as set forth in Section 4 A, Scope of Work, numbers 1 through 13. This reduced rate of compensation set forth in this Addendum assumes an on-going level of Black Diamond Municipal Court hearings of two one-half days per month. The Contractor shall provide all services to effectively prosecute violations of the Black Diamond Municipal Code and for representing the City on infraction cases where the violator has retained counsel. This amount shall include all in court and out of court work (including but not limited to, clerical staff, office rent, photocopies and letters; mailing costs; telephone expenses), training for law enforcement, travel and attendance at necessary meetings. Prosecutor, at her expense, shall obtain and keep in force any and all necessary licenses and permits.
- B. Police Training rate. Work performed under the Scope of Work as set forth in Section 4A, number 1 – providing advice to Black Diamond Police Officers – not related to a specific case and when such advice consists of a formal in-service training session shall be compensated at the rate of \$400 for each half-day of such training.
- C. Additional Court Calendars rate. In the event it is necessary for the Contractor to schedule an additional court calendar 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 for each additional court calendar that is scheduled (\$400 per one-half day) up to a total of \$800 per month as full compensation for all additional court calendars.
- D. The rate of compensation may be adjusted by the mutual agreement of the parties in writing.

5. **Other Terms Unchanged.**

5.1 All other terms of the Agreement remain unchanged.

DATED: This 6 day of Dec, 2012.

CITY OF BLACK DIAMOND

By: Rebecca Olness
 Rebecca Olness

Its: Mayor

Date: ~~May~~ Dec 7, 2012

CONSULTANT

By: Kate Murphy
 Printed Name: Kate Murphy
 Its: Prosecutor

Date: ~~May~~ Nov 2, 2012

Attest:

RO
 City

Kate Murphy
 Consultant

By: Brenda L. Martinez
Brenda L. Martinez
City Clerk

RL
City

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Consultant