

ORIGINAL

RESOLUTION 2011 - 19

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT
OF THE AMENDED AGREEMENT FOR JUDICIAL SERVICES FOR
THE SUNNYSIDE MUNICIPAL COURT**

WHEREAS, the City of Sunnyside is responsible for the operations of the municipal court to hear matters properly assigned to the municipal court under Washington State law or Sunnyside Municipal Code; and

WHEREAS, Judge Steven L. Michels has served as the sole judge from the day the Sunnyside Municipal Court started operation in 1986; and

WHEREAS, the City entered into an Amended Agreement with Steven L. Michels for judicial services at the Sunnyside Municipal Court effective January 1, 2007; and

WHEREAS, beginning October 1, 2010, the scope of services and hours required of the Judge were increased due to in custody arraignments requiring the presence of a prosecutor; and

WHEREAS, beginning January 1, 2011, the scope of services and court time for the Judge were further increased by adding Monday arraignments and weekly Thursday arraignments and trials (previously held only on the second and fourth Thursdays) in addition to the regular Tuesday schedule; and

WHEREAS, the increase in the scope of services and court time was necessitated by the increased number of cases filed in the Sunnyside Municipal Court; and

WHEREAS, City management authorized the additional Municipal Court hours necessitated by the number of court filings and advised the Judge that the expanded scope of services and court time for the Judge would be reasonably compensated and that the Judge's compensation would be adjusted effective January 1, 2011; and

WHEREAS, the City and Judge Steven L. Michels have negotiated an amendment of the Amended Agreement for Municipal Court Judge services to compensate the Judge for the expanded scope of services and additional court time required of the Judge; and

WHEREAS, the City Council finds that the Amended Agreement reasonably compensates the Judge for the expanded scope of services and additional court time required of the Judge; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the City Council of the City of Sunnyside authorizes the City Manager to execute an Amendment of the Amended Agreement for Municipal Court Judge Services with Steven L. Michels attached as Exhibit "A" to this Resolution, amending the monthly compensation from Five Thousand Dollars (\$5,000.00) per month to Six Thousand Five Hundred Dollars (\$6,500.00) per month and further compensating the Judge in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) for the expanded scope of services and additional court time through March 31, 2011, as more fully detailed in the attached Exhibit "A".

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED THIS 28th DAY OF March, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

**AMENDMENT OF
AMENDED AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES
By and Between
CITY OF SUNNYSIDE
And
STEVEN L. MICHELS**

THIS AMENDMENT TO AMENDED AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES by and between the CITY OF SUNNYSIDE and STEVEN L. MICHELS, shall be effective April 1, 2011.

I. Recitals

A. The CITY OF SUNNYSIDE, hereafter called "City," and STEVEN L. MICHELS, hereinafter referred to as "Judge," entered into an Amended Agreement for Municipal Court Services effective January 1, 2007, hereafter referred to as "Amended Agreement."

B. The Amended Agreement provided that effective January 1, 2007 the Judge's annual compensation shall be Sixty Thousand Dollars (\$60,000.00), paid in monthly installments of Five Thousand Dollars (\$5,000.00).

C. Beginning October 1, 2010, the scope of services and hours required of the Judge were increased due to in custody arraignments requiring the presence of a prosecutor. Beginning January 1, 2011, the scope of services and court time for the Judge were further increased by adding Monday arraignments and weekly Thursday arraignments and trials (previously held only on second and fourth Thursdays) in addition to the regular Tuesday schedule. The increase in the scope of services and court time was necessitated by the increased numbers of cases filed in the Sunnyside Municipal Court. Coincidental with the additional court time were added hours of administrative duties for the Judge.

D. City management authorized the additional Municipal Court hours necessitated by the number of court filings and advised the Judge that the expanded scope of services and court time for the Judge would be reasonably compensated and that the Judge's compensation would be adjusted effective January 1, 2011.

E. The parties desire to amend the Amended Agreement to compensate the Judge for the expanded scope of services and additional court time required of the Judge.

EXHIBIT 'A'

II. Agreement

The Amended Agreement shall be amended as follows:

1. Section 4 is amended to read as follows:

4. Judge's Compensation. The Judge shall provide the judicial services described in this Agreement for compensation in the annual amount of \$48,000.00, payable in monthly installments of \$4,000.00, gross, no later than the 10th day after the end of the month until December 31, 2006. Effective January 1, 2007, such monthly compensation shall be increased to \$5,000.00, gross (annual \$60,000.00). Such increase is commensurate with implementation of additional scheduled days of court each month. Effective April 1, 2011, such monthly compensation shall be increased to Six Thousand Five Hundred Dollars (\$6,500.00) (\$58,500.00 for the remaining nine months of calendar year 2011 and \$78,000.00 each calendar year thereafter). To compensate the Judge for the expanded scope of services and additional court time through March 31, 2011, the Judge shall be paid additional compensation of \$4,500.00 on or before April 10, 2011.

The compensation of the Judge shall be reduced by the rate set forth in the City's budget ordinance for each hour that a Judge Pro Tem serves in place of the Judge; provided, that no reduction in compensation of the Judge shall occur when a Judge Pro tem serves in the place of the Judge: (a) For the first 40 hours during each calendar year when the Judge is not present at the Court; (b) While the Judge is disqualified from hearing a case following the filing of an affidavit of prejudice; (c) While the Judge has disqualified himself from hearing a proceeding in which his impartiality might reasonably be questioned; or (d) While the Judge attends DMCJA Conferences or required Judges' meetings, seminars, or continuing legal/judicial credit courses.

City shall provide for the Judge's full membership in the State's District and Municipal Court Judge's Association, including registration fees and required materials, if any for the association's conferences. City shall also provide payment for any continuing legal education courses required for the judicial position by state, county or local rulings to the extent that funds are budgeted annually for such expenses.

2. Section 6 is amended to read as follows:

6. Term of Agreement. This Agreement as amended shall commence January 1, 2007, and continue through December 31, 2013. This Agreement shall renew automatically upon future appointments of service for this Judge concurrent with such appointments, unless modified by mutual agreement of the parties.

EXHIBIT 'A'

3. Except as amended herein, the Amended Agreement is hereby confirmed and ratified in all respects.

DATED this ____ day of March, 2011.

CITY OF SUNNYSIDE

JUDGE

By: _____
Mark Gervasi, City Manager

By: _____
Steven L. Michels, WSBA No. 6105

ATTEST:

Deborah Estrada, City Clerk