

## RESOLUTION 2025 - 03

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO AMEND AN AGREEMENT BETWEEN JUDGE TROY LEE AND THE CITY OF SUNNYSIDE AS AN INDEPENDENT CONSULTANT; AND SET THE AMOUNT TO BE PAID TO JUDGES PRO-TEMPORE.**

**WHEREAS**, the City of Sunnyside previously entered into an agreement with Judge Troy Lee to provide services as Municipal Court Judge; and

**WHEREAS**, it has become necessary to amend the terms and conditions of said agreement as an independent consultant; and

**WHEREAS**, the City Council has reviewed the Independent Contractor Agreement for Judge Troy Lee and determined that it is in the best interest of the city to authorize the City Manager to amend the agreement.

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

**SECTION 1.** The City Manager is hereby authorized and directed to amend the agreement between Judge Lee and the City of Sunnyside, the form attached hereto as Exhibit "A" and incorporated herein by this reference.

**SECTION 2.** Judges Pro-Tempore will receive \$65.00 per hour for hours worked (adjusted annually commencing January 1, 2022 and each January 1 thereafter to reflect a cost-of-living adjustment at the same percentage as set by the Washington State Salary Commission for District Court Judge).

**SECTION 3.** The City Manager is further authorized to make such minor adjustments and modifications to the terms and conditions of the agreement as may be necessary.

**SECTION 4.** The City Clerk is authorized to make the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

**SECTION 5. Effective Date.** This Resolution shall be effective upon passage, approval and signatures heron in accordance with law.

**PASSED** this 21st day of January 2025.



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DEAN BROERSMA, MAYOR

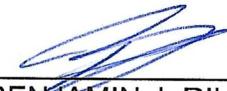
**ATTEST:**



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JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:  
SAXTON RILEY & RILEY, PLLC:**



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BY: BENJAMIN J. RILEY  
CITY ATTORNEYS FOR THE CITY OF SUNNYSIDE

EXHIBIT A

AMENDMENT NO. 1  
AGREEMENT FOR MUNICIPAL COURT JUDICIAL SERVICES  
By and Between CITY OF SUNNYSIDE  
and  
TROY JOSEPH LEE

**THIS AGREEMENT** is entered into by and between the City of Sunnyside, Washington, a Washington Municipal Corporation, hereinafter referred to as "City", and Troy Joseph Lee, Attorney at Law, hereinafter referred to as "Judge," for the purpose of providing Municipal Court Judicial Services for the City of Sunnyside Municipal Court.

**WHEREAS**, the City has established by Ordinance a Municipal Court as authorized by Chapter 3.50 of the Revised Code of Washington, having jurisdiction to exercise all powers vested in Municipal Courts, together with such other powers and jurisdiction as are generally conferred upon such Courts in the State of Washington, either by common law or by express statute or Ordinance; and

**WHEREAS**, the City of Sunnyside also provides judicial services for the City of Toppenish; and

**WHEREAS**, the Judge appointed by the City Manager and confirmed by the City Council will be responsible for the performance of judicial services for the Courts; and

**WHEREAS**, the Federal and State Constitutions establish three independent branches of government; executive; legislative; and judicial. Checks and balances among the branches of government are facilitated through coordination and communication, and all three branches participate in the responsibility to ensure efficient and effective functioning of the judicial system; and

**WHEREAS**, the parties need to modify the prior version of this Agreement, entered into, by the parties, to establish that the Judge is a contractor in this matter and not a part time employee of the City

**NOW, THEREFORE, IN CONSIDERATION** of the mutual benefits to be derived herein, the Parties agree as follows:

1. **Professional Requirements**. The Judge shall be an attorney admitted to practice law before the Courts of record for the State of Washington. The Judge shall report to the City any change affecting the maintenance of membership in good standing with the Washington State Bar Association.

The Judge will keep current on legal issues relevant to the Municipal Court through attendance at required continuing legal and judicial education programs emphasizing such matters.

The Judge shall comply with the Code of Judicial Conduct and be subject to ethics laws applicable to his/her office. The Judge is responsible for ensuring that staff and Court officials subject to their direction and control comply with applicable provisions of the Code of Judicial Conduct, Court rules, and the Revised Code of Washington (RCW).

The Judge agrees during the term of this Agreement not to participate in any matter in which the Judge participated personally and substantially as a Judge, public officer or employee, including (1) as a lawyer in any case adverse to the City or its Police Department, or (2) as a defense attorney or prosecuting attorney in the Municipal Court.

**2. Duties.**

- a. Court Administration. The Judge shall at all times faithfully, and to the best of his ability, administer activities of the Court, direct its employees, hear and assign all cases in a timely manner and all other actions reasonably necessary to establish and fulfill obligations of the Municipal Court as established by State or local law, rule, statute, regulation or City ordinance. The Parties hereto shall both make best efforts to work together to achieve the required separation of powers while most effectively operating the Municipal Court with respect to State Supreme Court General Rule 29 attached hereto and made apart hereof by reference.
- b. Compliance with Indigent Defense Standards. The Judge shall comply with all the Standards for Indigent Defense as set forth in the Rules for Courts of Limited Jurisdiction (RCLJ). This shall include, but not be limited to, certifying caseload limits of attorneys, under CrRLJ 3.1, representing indigent clients and providing quarterly feedback as well as other requirements provided for in the *Wilbur v. City of Mount Vernon* criteria.
- c. Meetings. The Judge will meet with the City at least quarterly, or more frequently as requested by either party, to consider Court operations, budget, or any other Court matters. The parties acknowledge that the budget for the Court is set by action of the City Council.
- d. Personnel Function. It is understood that the court is a part of an independent branch of government and that judicial officers and court employees are bound to act in accordance with the Code of Judicial conduct and Washington state court rules. The Judge will be responsible for the review of any revisions or amendments to Court personnel rules and implementation and promotion of efficient Court operations and may as necessary, direct implementation of new procedures to promote the effective and efficient operation of the Court. The Judge acknowledges that the Court staff is represented by labor unions and will comply with the terms of the collective bargaining agreements.

**3. Term of Office and Salary.** The Judge's term of office shall be for the remainder of the statutory term and ending on December 31, 2025, as provided in RCW 3.50.050. The Judge's salary shall be fixed by resolution in accordance with RCW 3.50.080, and the salary shall not be diminished during the term of office.

**4. Compensation.** The Judge shall be compensated pursuant to Resolution No. no later than the fifteenth (15th) day after the end of each month.

The Judge's compensation shall be reduced by the rate set forth in the City's budget resolution for each hour that a Judge Pro Tem serves in place of the Judge; provide that, no reduction in the Judge's compensation shall occur when a Judge Pro Tem serves in place of the Judge:

- a. For the first 60 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 in a proceeding in which his impartiality might reasonably be questioned; or
- d. While the Judge attends a District and Municipal Court Judge's Association (DMCJA) Conference or required Judges' meetings, seminars, or continuing legal/judicial credit courses.

The salary of the Municipal Court Judge shall be adjusted annually on January 1, using the formula of a District Court Judge as set by the Washington State Salary Commission, pro-rated to 60% (twenty-four hours per week).

If the Judge is not able to fulfill the judicial and/or administrative duties due to suspension by the Washington State Commission on Judicial Conduct, such time period shall be considered leave without pay.

If a significant change in case load or Court time occurs during the life of this Agreement the terms of compensation may be renegotiated but any such renegotiated term shall be ineffective unless formalized in a written amendment to this Agreement signed by both Parties.

The 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. The City shall also provide payment for any continuing legal/judicial education courses required for the judicial position by the State, County, or local rulings—to the extent that funds are budgeted annually for such expenses.

5. **Nature of Relationship.** The Judge shall be considered an independent contractor for taxes and benefits purposes. The Judge agrees that [s]he is solely responsible for paying federal income tax and other taxes, fees or charges. The Judge shall not be entitled to sick leave, vacation, overtime, compensatory time or any other benefits not specifically addressed and provided for in this Agreement. The Judge agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist.
6. **Judicial Independence and Administration of the Court.** The Court is an independent branch of government. The Judge shall supervise the daily operations of the

Court and all personnel assigned to perform Court functions in accordance with the provisions of GR 29(e) and (f), and RCW 3.50.080. Under no circumstances should judicial retention decisions be made on the basis of a judge's or a Court's performance relative to generating revenue from the imposition of legal financial obligations.

7. **Termination & Discipline.** The Judge may only be admonished, reprimanded, censured, suspended, removed, or retired during the Judge's term of office only upon action of the Washington State Supreme Court, as provided for in RCW 3.50.095 and article IV, section 31 of the Washington State Constitution.
8. **Notice.** Notice given pursuant to this Agreement shall be in writing to the Parties as follows:

If to the City:

City Manager  
City of  
Sunnyside  
818 East Edison Avenue  
Sunnyside, WA 98944

If to the Judge:

Troy Joseph Lee  
Troy Lee & Associates, Inc.  
117 North 3<sup>rd</sup> Street  
Ste. 201  
Yakima, WA 98901

Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage paid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Notice given pursuant to this Agreement shall be given in writing by directing it to the City manager at the address listed above.

9. **Indemnification.** The Judge is an appointed official of the City. The City agrees to indemnify, defend and hold the Judge harmless for any and all claims, losses, actions or liabilities (including all costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, assigns, licensees, or representatives, for any acts of the Judge that are within the scope of his official duties, unless such acts are in violation of the Washington State Code of Judicial Conduct.

The Judge agrees to waive any claims [s]he may have against the City, its officers, agents, employees, or volunteers for injuries or losses for which the Judge is covered under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver is mutually negotiated by the Parties.

10. **General Provisions.**

- a. **Performance.** For the purpose of this Agreement, time is of the essence with respect to the performance of any of the provisions hereof.
- b. **Dispute Resolution.** If a dispute regarding the breach, interpretation, or enforcement of this Agreement, the Judge and the City Manager, of the City of Sunnyside, shall meet in an attempt to settle such dispute. If the dispute cannot be resolved by agreement of the Parties or by mediation, the dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR). Venue shall be placed in Yakima County, Washington; the laws of the State of Washington shall apply; and the prevailing party shall be entitled to its reasonable attorney fees and costs.
- c. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties respecting the subject matter hereof. All prior negotiations, agreements, representations, warranties or other matters of like or any other nature shall be of no further force or effect and are hereby superseded by this written Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- d. **Severability.** If any provision of this Agreement shall be held invalid by any Court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- e. **Governing Law.** This Agreement is made and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- f. **Subsequent Changes of Law.** The Parties recognize that this Agreement is governed by the RCW and rules promulgated by the Washington Supreme Court and applicable Court decisions and therefore, agree that any modifications and/or amendment to the law or Court rule or Court decisions during the term of this agreement will control.
- g. **Assignment.** Neither the Judge nor the City shall have the right to transfer or assign in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other party. The use of Judges Pro Tem, Commissioners, or Commissioners Pro Tem shall not be deemed a transfer or assignment.
- h. **Waiver.** A party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by the waiving party. No waiver shall reduce

the rights and remedies of the waiving party by reason of any breach of any other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

- i. Modification. This Agreement modifies and replaces all prior Agreements of the Parties entered into after January 14, 2025.

**IN WITNESS WHEREOF**, this Agreement is deemed, approved, and effective on the date first referenced above.

CITY OF SUNNYSIDE:

MUNICIPAL COURT JUDGE:

*City Manager Mike Gonzalez*  
City Manager Mike Gonzalez, Jan 26, 2025 21:24 PST  
Mike Gonzalez  
City Manager

*Troy Lee*  
Troy Lee, Jan 23, 2025 21:34 PST  
Troy Joseph Lee  
Municipal Court Judge

DATE: January 21, 2025

ATTEST:

*Ben Riley*  
City Clerk

Approved as to Form:

*Ben Riley*  
Attorney Ben Riley, Jan 24, 2025 08:58 PST  
BENJAMIN J. RILEY  
SAXTON RILEY & RILEY, PLLC  
City Attorneys for the City of Sunnyside

**CITY CONTRACT NO: A-2025-33**  
**RESOLUTION NO: 2025-03**  
**COUNCIL MTG: 01/21/2025**

**WASHINGTON  
COURTS**

**Dawn Marie Rubio, J.D.**  
State Court Administrator  
Administrative Services Division Director

**Vonnie Diseth**  
Chief Information Officer  
Information Services Division Director

**Dirk Marler**  
Chief Legal Counsel  
Court Services Division Director

**Chris Stanley**  
Chief Financial and Management Officer  
Management Services Division Director

June 26, 2023

**TO:** District Court Judges  
District Court Administrators

**FROM:** Christopher Stanley; Management Services Division

**RE:** SALARIES INCREASED FOR JUDGES OF THE DISTRICT COURT

State law requires the Washington Citizens' Commission on Salaries for Elected Officials to establish salary schedules for elected officials in the Executive, Legislative, and Judicial branches of state government. The Commission published the salary schedules for the next two-year period (July 1, 2023 through June 30, 2025). An increase will be granted effective July 1, 2023, and an additional increase will be implemented on July 1, 2024.

The newly adopted schedule sets the annual salary for full-time judges of the district court as follows:

**Effective July 1, 2023 until June 30, 2024: \$206,988**

**Effective July 1, 2024 until updated: \$217,337**

The salary for a part-time district court judge shall be the proportion of full-time work for which the position is authorized multiplied by the salary for a full-time district court judge.

If you have questions about the information provided here, please do not hesitate to contact me at [christopher.stanley@courts.wa.gov](mailto:christopher.stanley@courts.wa.gov) or (360) 357-2406.

# A-2025-33\_JUDGE TROY LEE

Final Audit Report

2025-01-27

Created:	2025-01-24
By:	Jacqueline Renteria (jrenteria@sunnyside-wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhM01GNHzfPBC8ue6ji2veLXLp5jV8Gxd

## "A-2025-33\_JUDGE TROY LEE" History

-  Document created by Jacqueline Renteria (jrenteria@sunnyside-wa.gov)  
2025-01-24 - 2:30:55 AM GMT
-  Document emailed to City Manager Mike Gonzalez (mgonzalez@sunnyside-wa.gov) for signature  
2025-01-24 - 2:31:00 AM GMT
-  Document emailed to Jacqueline Renteria (jrenteria@sunnyside-wa.gov) for signature  
2025-01-24 - 2:31:00 AM GMT
-  Document emailed to Attorney Ben Riley (ben@saxtonriley.com) for signature  
2025-01-24 - 2:31:00 AM GMT
-  Document emailed to Judge Troy Lee (tlee@sunnyside-wa.gov) for signature  
2025-01-24 - 2:31:00 AM GMT
-  Email viewed by Jacqueline Renteria (jrenteria@sunnyside-wa.gov)  
2025-01-24 - 2:32:53 AM GMT
-  Document e-signed by Jacqueline Renteria (jrenteria@sunnyside-wa.gov)  
Signature Date: 2025-01-24 - 2:34:04 AM GMT - Time Source: server
-  Email viewed by Judge Troy Lee (tlee@sunnyside-wa.gov)  
2025-01-24 - 5:30:57 AM GMT
-  Signer Judge Troy Lee (tlee@sunnyside-wa.gov) entered name at signing as Troy j lee  
2025-01-24 - 5:34:02 AM GMT
-  Document e-signed by Troy j lee (tlee@sunnyside-wa.gov)  
Signature Date: 2025-01-24 - 5:34:04 AM GMT - Time Source: server
-  Email viewed by Attorney Ben Riley (ben@saxtonriley.com)  
2025-01-24 - 4:32:17 PM GMT



Adobe Acrobat Sign

 Document e-signed by Attorney Ben Riley (ben@saxtonriley.com)

Signature Date: 2025-01-24 - 4:58:39 PM GMT - Time Source: server

 Email viewed by City Manager Mike Gonzalez (mgonzalez@sunnyside-wa.gov)

2025-01-27 - 5:23:50 AM GMT

 Document e-signed by City Manager Mike Gonzalez (mgonzalez@sunnyside-wa.gov)

Signature Date: 2025-01-27 - 5:24:18 AM GMT - Time Source: server

 Agreement completed.

2025-01-27 - 5:24:18 AM GMT

