

ORIGINAL

RESOLUTION 2009-10

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT FOR PROSECUTION SERVICES –
SUNNYSIDE MUNICIPAL COURT (Kathleen E. Hitchcock)
(2009 – 2010)**

WHEREAS, the City of Sunnyside operates a municipal court established pursuant to Chapter 3.50 RCW and city ordinance; and

WHEREAS, the City of Sunnyside has contracted for prosecution services for prosecution of offenses within the jurisdiction of the Sunnyside Municipal Court; and

WHEREAS, the City of Sunnyside and Kathleen E. Hitchcock, an attorney qualified to provide such services, have negotiated an agreement for the provision of prosecution services; and

WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

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

SECTION 1. That the “Agreement for Attorney Services,” a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, by and between the City of Sunnyside and Kathleen E. Hitchcock, is hereby approved; and the City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside.

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

PASSED this 26th day of January, 2009.



PABLO GARCIA, MAYOR

ATTEST:


DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:


MARK A. KUNKLER, CITY ATTORNEY

EXHIBIT "A"

**AGREEMENT FOR ATTORNEY SERVICES
Sunnyside Municipal Court – Prosecutor
(January 1, 2009 through December 31, 2010)**

THIS AGREEMENT is made and entered into this 26th day of January, 2009, by and between the CITY OF SUNNYSIDE, a municipal corporation hereafter called "City," and KATHLEEN E. HITCHCOCK, Attorney at Law, hereafter referred to as "Attorney," for the purpose of providing prosecutor services for infraction, misdemeanor and gross misdemeanor offenses in the Sunnyside Municipal Court.

I. Recitals

A. City is a municipal corporation of the State of Washington operating a municipal court pursuant to state law, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944, and Sunnyside Municipal Court located at the Sunnyside Law & Justice Center, 401 Homer Street, Sunnyside, Washington 98944.

B. Attorney is an attorney admitted to the practice of law, and in good standing, in the State of Washington, and is qualified to serve as prosecutor in the Sunnyside Municipal Court. Attorney maintains an office mailing address of P.O. Box 675, Yakima, Washington 98907-0675.

C. City and Attorney desire to enter into an Agreement retaining Attorney to provide prosecution services for those infraction, misdemeanor and gross misdemeanor cases before the Sunnyside Municipal Court, or to be charged by the Sunnyside Municipal Court

II. Agreement

WHEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties agree as follows:

1. Attorney agrees to provide prosecution services for those misdemeanor, gross misdemeanor and infraction violations of City ordinances or state law pending before the Sunnyside Municipal Court.

2. The term of this Agreement shall commence January 1, 2009, and terminate December 31, 2010. It is further understood and agreed that at the end of said term, the Agreement may be reviewed with regard to compensation paid to Attorney for services and may be renewed on terms acceptable to both parties.

3. Compensation paid by the City to Attorney shall be in the amount of \$1,933.00 per month.

4. City and Attorney agree and understand that Attorney is considered for all purposes an independent contractor and not an employee of the City. Attorney shall be responsible for payment of all state and federal taxes, assessments and reporting therefor.

EXHIBIT "A"

5. Attorney will devote best efforts to fulfill the duties of this Agreement, and will make best efforts to advise the Sunnyside Police Department of evenings she will be absent from the jurisdiction or unavailable by phone.

6. Attorney shall not be required to represent individuals if such representation would result in a conflict of interest with the Attorney's existing clients.

7. Attorney and City agree and understand that Attorney's prosecution cases will generally be scheduled during the normal dockets of the Sunnyside Municipal Court on each Tuesday of each month. Jury trials are subject to scheduling on an individual basis in accordance with the calendars of the court, defendant/defense counsel and Attorney.

8. In the event jurisdiction of the Sunnyside Municipal Court is extended to include juvenile misdemeanor offenses, or to cover diversion agreements with Yakima County, it is agreed that the rate of compensation provided in this Agreement shall be subject to renegotiation by the parties.

9. This agreement may be terminated by either party upon thirty (30) days written notice delivered to the other party. Such notice shall be deemed delivered when delivered personally to the other party or when deposited in the United States Mail, postage prepaid, addressed to the other party at such party's last known address of record.

10. This Agreement constitutes the entire agreement of the parties, and shall not be modified except in writing signed by both parties.

WHEREFORE, this Agreement is deemed executed on the date first referenced above.

CITY OF SUNNYSIDE

ATTORNEY

By: _____
Eric C. Swansen, City Manager

By: _____
Kathleen E. Hitchcock

ATTEST:

Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:

Mark Kunkler, City Attorney