

RESOLUTION NO. 3278

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE ADDITIONAL AMENDMENT TO PROFESSIONAL SERVICES CONTRACT PROSECUTION WITH THE ENTITY OF MARGITA A. DORNAY ATTORNEY AT LAW, PLLC

WHEREAS, the City has a longstanding contractual relationship with the law firm of Margita A. Dornay Attorney at Law, PLLC, whereby Ms. Dornay provides prosecution services on an independent contractor basis for criminal and infraction cases at the City's municipal court; and

WHEREAS, the most-recent version of the contract is a two-page document labeled "Professional Services Contract Prosecution" that was entered into on or about July 17, 2015, and a four-page "Amendment to Professional Services Contract Prosecution" was then entered into by and between the parties in early 2023 (following the City Council's adoption of Resolution No. 3003); and

WHEREAS, the City desires to make additional changes to the prosecutor's current contract, both with respect to Ms. Dornay's levels of compensation and with respect to other language within the current contract; and

WHEREAS, a four-page written additional amendment, labeled "Additional Amendment to Professional Services Contract Prosecution", has been prepared, has already been signed by Ms. Dornay in advance, and the terms thereof are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

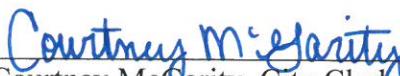
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the four-page Additional Amendment to Professional Services Contract Prosecution in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

**ADDITIONAL AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
PROSECUTION**

WHEREAS, a two-page “Professional Services Contract Prosecution” (hereinafter “original contract”) was entered into and formed between the City of Selah (hereinafter “City”) and Margita A. Dornay on or about October 14, 2014, whereby Ms. Dornay then provided prosecution services to City on an independent contractor basis; and

WHEREAS, a newer two-page “Professional Services Contract Prosecution” (hereinafter “second contract”) was entered into and formed between the City and the entity of Margita A. Dornay Attorney at Law, PLLC (hereinafter “Attorney” or “Contractor”) on or about July 17, 2015, whereby Attorney then provided prosecution services to City on an independent contractor basis; and

WHEREAS, the parties have operated under such second contract since its formation, and a first amendment/adjustment thereto occurred and took effect on or about February 5, 2016, when Attorney’s base compensation was increased from \$4,700.00 gross per month to \$5,000.00 gross per month (concurrently with an equivalent increase in the base compensation paid by City to its then-retained independent contractor public defense firm pursuant to a one-page “First Amendment to Public Defender Contract” of such date) consistent with the second paragraph under the section labeled “Compensation” in Attorney’s second contract which, in relevant part, stated that “In the event the City provides increased compensation to Public Defender for legal services provided to indigent defendants, the City agrees to provide an increase to Attorney for Prosecution Services in a commensurate amount”; and

WHEREAS, the parties effectuated additional amendments/adjustments to Attorney’s second contract, with regard to Attorney’s compensation and also with regard to other related language and substantive changes, via a four-page “Amendment to Professional Services Contract Prosecution” executed during May 2023; and

WHEREAS, the parties desire to again effectuate an amendment/adjustment to Attorney’s second contract, with regard to Attorney’s compensation and also with regard to other related language and substantive changes;

NOW THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein including continuation of the parties’ contractual relationship, City and Attorney hereby enter into and form this Additional Amendment to Professional Services Contract Prosecution:

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1. Language of Second Contract that will be Modified. The two paragraphs under the section labeled “Compensation” in Attorney’s second contract effectively read and provide (following the prior amendments/adjustments thereto that occurred during 2016 and 2023, but prior to the amendments/adjustments to be effectuated by the instant document becoming effective) as follows:

IV. COMPENSATION

The foregoing services will be provided in exchange for the compensation established by the two paragraphs within this “Compensation” section. As ordinary base compensation, Attorney will charge a flat fee to the City of \$8,000.00 per month. In exchange for the flat fee, Attorney will provide all of the prosecution services identified above. However, in the event Attorney is required to prepare for and provide services for a criminal trial, Attorney will bill the City at the rate of \$100.00 per hour for in-court trial time (with a maximum amount of \$600.00 per day of trial), which will be in addition to the flat fee amount. Likewise, where Attorney must file or respond to an appeal, Attorney will bill the City at the rate of \$95.00 per hour for work on the appeal (in preparation for, during and/or after any in-court hearing), which will be in addition to the flat fee amount. Concerning an appeal, Attorney will not initiate an appeal on the City’s behalf without first consulting with the City for approval of such appeal – which approval may be granted by the Mayor or the Mayor’s designee without any requirement or necessity of authorization by the City Council.

The fee arrangement shall continue on an annual calendar year basis provided that either party may deliver written notice to the other party, on or before November of any calendar year, requesting renegotiation of any terms of this contract for the subsequent calendar year. In the event the City after June 2023 provides increased compensation to the lawyer(s) who then provide Public Defender legal services to indigent defendants on City’s behalf, the City agrees to provide an increase to Attorney for Prosecution Services in a commensurate amount.

2. New, As-Modified Language of Contract (with editing marks). Effective as of January 1, 2026, the two paragraphs under the heading of “Compensation” in Attorney’s second contract shall and will be modified as shown via following editing marks:

IV. COMPENSATION

The foregoing services will be provided in exchange for the compensation established by the two paragraphs within this “Compensation” section. As ordinary base compensation, Attorney will charge a flat fee to the City of \$8,000.00 \$9,000.00 per month commencing January 1, 2026; and Attorney’s flat fee shall increase effective each subsequent January 1st for the calendar year by the same cost of living (COLA) percentage that applies for the City’s police officers. In exchange for the flat fee, Attorney will provide all of the prosecution services identified above. However, in the event Attorney is required to prepare

for and provide services for a criminal trial, Attorney will bill the City at the rate of \$100.00 per hour for in-court trial time (with a maximum amount of ~~\$600.00-\$1,000.00~~ per day of trial), which will be in addition to the flat fee amount. Likewise, where Attorney must file or respond to an appeal, Attorney will bill the City at the rate of \$95.00 per hour for work on the appeal (in preparation for, during and/or after any in-court hearing), which will be in addition to the flat fee amount. Concerning an appeal, Attorney will not initiate an appeal on the City's behalf without first consulting with the City for approval of such appeal – which approval may be granted by the Mayor or the Mayor's designee without any requirement or necessity of authorization by the City Council.

The fee arrangement shall continue on an annual calendar year basis provided that either party may deliver written notice to the other party, on or before November of any calendar year, requesting renegotiation of any terms of this contract for the subsequent calendar year. In the event the City after ~~June 2023-December 2030~~ provides increased compensation to the lawyer(s) who then provide Public Defender legal services to indigent defendants on City's behalf, the City agrees to provide an increase to Attorney for Prosecution Services in a commensurate amount.

3. New, As-Modified Language of Contract (without editing marks). Effective as of January 1, 2026, the two paragraphs under the heading of "Compensation" in Attorney's second contract shall and will be modified to read and provide as follows:

IV. COMPENSATION

The foregoing services will be provided in exchange for the compensation established by the two paragraphs within this "Compensation" section. As ordinary base compensation, Attorney will charge a flat fee to the City of \$9,000.00 per month commencing January 1, 2026; and Attorney's flat fee shall increase effective each subsequent January 1st for the calendar year by the same cost of living (COLA) percentage that applies for the City's police officers. In exchange for the flat fees, Attorney will provide all of the prosecution services identified above. However, in the event Attorney is required to prepare for and provide services for a criminal trial, Attorney will bill the City at the rate of \$100.00 per hour for in-court trial time (with a maximum amount of \$1,000.00 per day of trial), which will be in addition to the flat fee amount. Likewise, where Attorney must file or respond to an appeal, Attorney will bill the City at the rate of \$95.00 per hour for work on the appeal (in preparation for, during and/or after any in-court hearing), which will be in addition to the flat fee amount. Concerning an appeal, Attorney will not initiate an appeal on the City's behalf without first consulting with the City for approval of such appeal – which approval may be granted by the Mayor or the Mayor's designee without any requirement or necessity of authorization by the City Council.

The fee arrangement shall continue on an annual calendar year basis provided that either party may deliver written notice to the other party, on or before November



of any calendar year, requesting renegotiation of any terms of this contract for the subsequent calendar year. In the event the City after December 2030 provides increased compensation to the lawyer(s) who then provide Public Defender legal services to indigent defendants on City's behalf, the City agrees to provide an increase to Attorney for Prosecution Services in a commensurate amount.

4. Effective Date; No Other Changes. The amendments/adjustments recited, confirmed and established by the instant document will take effect on January 1, 2026. Except as stated in the instant document, all other terms, provisions, language and effect of Attorney's second contract remain in full force and effect without any modification.

WHEREFORE, the parties have entered into and formed this contractual amendment via their respective signatures occurring on the date(s) recited below, but with the contractual amendment taking effect on January 1, 2026:

CITY OF SELAH ("City")

By: Roger Bell

Roger Bell, Mayor

(following prior approval of City Council via Resolution)

Dated: 12/9/25

MARGITA A. DORNAY ATTORNEY AT LAW, PLLC ("Attorney" or "Contractor")

By: Margita A. Dornay

Margita A. Dornay, Member-Manager

Dated: 12/1/25