

April 21, 1996

Introduced By: CHRISTOPHER VANCE

Proposed No.: 96-396

MOTION NO. **9854**

A MOTION authorizing the County Executive to enter into an interlocal agreement with the City of Auburn for the provision of municipal court services.

WHEREAS, the city of Auburn has established a Municipal Court under RCW3.50, and

WHEREAS, the current Auburn Municipal Court judge is not required to serve full time, and

WHEREAS, the city of Auburn has requested that King County District Court judges be authorized to serve as the Municipal Court judge for the city of Auburn, and

WHEREAS, King County is authorized to provide Auburn a District Court judge on a part time basis under RCW 3.50.040, and

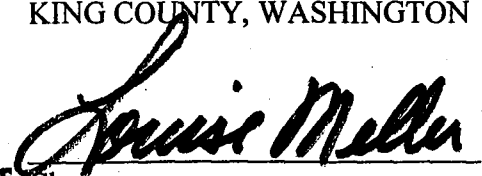
WHEREAS, the city of Auburn has appointed King County District Court Judge James D. Cayce as its Municipal Court judge under RCW 3.50.040, with the intent that Judge Cayce serve in such capacity until such time as a duly elected Municipal Court judge assumes office on January 1, 1998;

NOW, THEREFORE, BE IT MOVED by the Council of King County:


The county executive is hereby authorized to enter into an interlocal agreement with the city of Auburn for the provision of judicial services to the city of Auburn Municipal Court.

PASSED by a vote of 11 to 0 this 20th day of May, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VICE Chair

ATTEST:


Clerk of the Council

Attachment: Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF AUBURN FOR JUDICIAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of March, 1996, by and between KING COUNTY, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as "KING COUNTY", and the CITY OF AUBURN, a municipal corporation organized under RCW 35A, Optional Municipal Code, hereinafter referred to as "AUBURN".

WHEREAS, AUBURN, is a municipal corporation which lies within the jurisdictional boundaries of King County; and

WHEREAS, the AUBURN area, including the City of Auburn, is within the Aukeen Division of King County District Court, which is administered by KING COUNTY; and

WHEREAS, AUBURN has an independent municipal court organized under RCW 3.50 and desires to maintain the same; and

WHEREAS, the current Auburn municipal court judge is not required to serve full-time; and

WHEREAS, KING COUNTY has indicated a willingness to provide a district court judge to AUBURN on a part-time basis under RCW 3.50.040; and

WHEREAS, AUBURN has appointed King County District Court Judge James D. Cayce as its municipal court judge under RCW 3.50.040, with the intent that Judge Cayce serve in such capacity

until such time as a duly elected municipal court judge assumes office on January 1, 1998, as per the electoral sequence in RCW 3.50.050 and Auburn Municipal Code Section 2.14.030; and

WHEREAS, AUBURN agrees to pay KING COUNTY a pro rata share of the district court salary of Judge James D. Cayce, or any other King County district court judge who may serve as a judge pro tem at Auburn municipal court.

NOW THEREFORE, based on the mutual covenants to be derived, the parties agree as follows:

1. APPOINTMENT:

The parties agree that King County District Court Judge James D. Cayce shall serve as the Auburn Municipal Court Judge for a period of two (2) years beginning January 1, 1996 ending December 31, 1997.

The parties further agree that Judge Cayce may, on occasion, be unavailable to serve as Auburn Municipal Court Judge, and that in the event of Judge Cayce's unavailability, AUBURN may appoint another King County district court judge to serve in his place as a municipal court judge pro tem; provided that any such pro tem appointment shall be on the same terms and conditions as those set forth below.

2. COMPENSATION:

AUBURN shall pay to KING COUNTY the pro rata share of the King County district court salary of Judge James D. Cayce, based on RCW 3.58.010. Pro rata share of salary will be dependent upon the amount of time Judge James D. Cayce spends at Auburn municipal court times an hourly rate determined by taking

his salary with King County, determining a rate per hour and multiplying it by the time spent at Auburn.

3. DURATION OF AGREEMENT:

This Agreement shall begin on January 1, 1996 and run through December 31, 1997, unless terminated by either party. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

4. BILLING:

The pro rata salary amount owing KING COUNTY shall be billed on a monthly basis. Payments shall be due within 30 days after invoicing by KING COUNTY and forwarded to:

King County Finance Division
King County Administration Building, M.S. 6A
500 4th Avenue
Seattle, WA 98104

5. NOTICE:

Any notice under this Agreement shall be in writing and either personally served or sent by first-class mail to the following persons:

AUBURN:

Michael J. Reynolds
Auburn City Attorney
25 West Main
Auburn, WA 98001-4998

KING COUNTY:

Chuck Mize
Metropolitan Affairs Director
Office of the King County Executive
400 King County Courthouse
516 3rd Avenue, M.S. 4CX
Seattle, WA 98104

6. NON-WAIVER:

No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other

rights of that party in the future.

7. HEADINGS:

Headings are inserted for convenience of references only and are not to be deemed part of or to be used in construing this Agreement.

8. ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the parties. No representations or agreements not expressed herein have been made to induce either party to sign this Agreement.

9. MODIFICATION:

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

10. HOLD HARMLESS:

AUBURN shall protect, defend, indemnify and hold harmless KING COUNTY, Judge James D. Cayce, any other King County district court judge, or any other county employee, official or agent from any claim, cause of action, liability, loss, cost or expense for direct, indirect, consequential and/or incidental damages to property of person, or for any other matter in law or equity, caused by or arising out of any act or omission of KING COUNTY, Judge James D. Cayce, any other King County district court judge, or any other county employee, official or agent, while acting in the capacity as a municipal court judge or judge pro tem for AUBURN.

11. ADMINISTRATION:

No new or separate legal or administrative entity is created

to administer the provisions of this Agreement.

12. SEVERABILITY:

If any provision of this Agreement is determined to be invalid or unenforceable for any reason the remaining provisions shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF AUBURN

King County Executive

Mayor

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney