

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

DATE: February 25 2010

ITEM #: Consent C 4

SUBJECT: Interlocal Agreement – Violations Bureau

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is the authorization for the Mayor to sign the Interlocal Agreement (ILA) between the Snohomish County District Court and the City of Sultan for the Traffic Violations Bureau. This is the first ILA for the Violations Bureau. The City has had previous ILA's to establish court costs.

SUMMARY STATEMENT:

SMC 2.16 (attachment B) establishes the Violations Bureau. The City has maintained a Traffic Violations Bureau for over thirty years under the jurisdiction of the Snohomish County District Court.

When a traffic or criminal infraction or city code violation ticket is issued under the city's jurisdiction, it is filed by the Sultan Violations Bureau. A person has fifteen days from the date the ticket is issued to make payment to the City. After fifteen days, the ticket is forwarded to the court as a "failure to appear". When the ticket is sent to the court, the City pays a court filing fee of \$35.89 for an infraction and \$104 for a criminal infraction.

The Interlocal Agreement provides City staff with guidelines on the operation of the Violations Bureau. The City is responsible for maintaining the records in a secure manner, filing the infractions in a timely manner, accepting payments and forwarding requests to the court. The files are kept in a lock drawer at City Hall. There are no fees associated with the maintenance of a Violations Bureau. The cost is incurred when infractions are forwarded to the court and the city is required to pay the court filing fees. The Court may terminate the agreement at any time; the City must provide 180 notice to terminate the agreement.

The Violations Clerk in accordance with SMC 2.16.060 is appointed by the Mayor however, the appointment must also be confirmed by the District Court. The City Clerk is the current Court Appointed Violations Clerk. Section 2 of the agreement addresses the Judicial Information System (JIS). The City staff no longer uses the JIS access system. If additional reports are required, they are provided by employees of the Snohomish County Sheriff's department. All employees who process tickets or payments may be required to sign a Confidentiality Agreement.

ALTERNATIVES:

1. Authorize the Mayor to sign the Interlocal Agreement with the Snohomish County District Court to continue the services provided by the Traffic Violations Bureau. This will allow defendants to be able to pay for traffic violations at City Hall.
2. Do not authorize the Mayor to sign the Interlocal Agreement with the Snohomish County District Court. This will require the City to consider dissolution of the Traffic Violations Bureau.

RECOMMENDEATION:

Authorize the Mayor to sign the Interlocal Agreement between the Snohomish County District Court and the City of Sultan for the Traffic Violations Bureau.

Attachments: A. ILA from Snohomish County for the Violations Bureau
 B. SMC 2.16

INTERLOCAL COOPERATIVE AGREEMENT between
SNOHOMISH COUNTY DISTRICT COURT
and
CITY OF SULTAN

THIS AGREEMENT is entered into by and between the Snohomish County District Court (Court) and the City of Sultan (City).

THE PURPOSE OF THIS AGREEMENT is to establish conditions permitting the City to operate, under the supervision of the Court, a Traffic Violations Bureau (Bureau) established pursuant to RCW 3.30.090. A Traffic Violation Bureau is established to assist the District Court in the processing of traffic infraction cases by performing Court functions. Accordingly, the constitutional doctrine of Separation of Powers and the public trust and confidence in the judiciary must be paramount in the performance of the agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Bureau Staffing. All Bureau employees are employees of the City and are not employees of the Court.

2. Siting of the Bureau Facilities. Bureau facilities shall be designed to preserve the integrity and confidentiality of court records and the independence of the judiciary. Non-Bureau employees must not work in locations where it is possible to view confidential, sealed, or otherwise restricted information on computer terminals or in paper files. The presiding Judge or their designee shall approve the siting of Bureau facilities.

3. Judicial Information System (JIS). The Bureau is subject to Judicial Information System (JIS) rules and policies, including the security policies in Section 4 of the JIS General Policies. Only employees of the Bureau may use the JIS access granted to the Bureau. Users may access the JIS for violations bureau business purposes only and not for personal purposes or for the business of other agencies. Access to confidential information shall be granted only upon the approval of the Presiding Judge of the Court. Any person accessing court records, including citation or infraction records filed in the Bureau, must sign a confidentiality agreement (Appendix A). It is the responsibility of the City to provide JIS training for all Bureau employees. Consequences of permitting non-Bureau employees to access court records and court data systems may include termination of the Bureau's access to the JIS and possible civil liability for the city .

4. Scope of Activities. The Bureau is authorized to perform the following activities:

- a. The Bureau may receive for filing all infractions issued under the City's Municipal Code. Infractions may be retained for fifteen (15) days after their issuance.
- b. During that fifteen (15) day period, the Bureau may:
 - i. Receive payment in full for infractions issued.

ii. Receive payment of \$25.00 for a violation of RCW 46.30.020 and dismiss the citation issued for No Insurance where proof of insurance at the time of the violation is provided to the Bureau.

iii. The Bureau shall issue a receipt for all payments received.

c. The Bureau shall promptly file with the District Court all infractions for which a hearing request has been received. All infractions not paid under Section 4(b) within the fifteen (15) time period shall promptly be filed with the District Court.

d. Bureau employees shall not dismiss or mitigate any infractions other than set forth in Section 4(b)(ii).

5. Reporting. The Bureau must provide a monthly report to the Court on its activities, including but not limited to infractions filed, infractions paid, hearings requested, and distribution of monies received. The Court may audit the Bureau without prior notice.

6. Period of Performance. Subject to its other provisions, the period of performance of this Agreement shall commence on February 19, 2010 and will continue so long as the Bureau continues to exist.

7. Payment. This Agreement requires no compensation or reimbursement.

8. Agreement Alterations and Amendments. This Agreement may be amended by mutual agreement of the parties. Such amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9. Termination. This Agreement may be terminated at any time by the Court. Termination of this agreement may require additional Court personnel to process the increased infraction volume. Accordingly, the parties agree that termination by the City requires 180 days notice to the Court. Notice of termination shall be written.

10. Disputes. In the event that a dispute arises under this Agreement, it shall be referred to the Presiding Judge of the Court for resolution.

11. Governance. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence to applicable state and federal statutes and rules.

12. Assignment. The work to be provided under this Agreement is not assignable or delegable by either party in whole or in part.

13. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

14. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

15. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. Contract Management. The following individuals shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Snohomish County District Court

City of Sultan

Jeffrey D. Goodwin, Presiding Judge Snohomish County District Court 3000 Rockefeller Ave, MS 508 Everett, WA 98201	
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IN WITNESS WHEREOF, the parties have executed this Agreement.

Snohomish County District Court

City of Sultan

Signature

Signature

Jeffrey D. Goodwin

Printed Name

Printed Name

Presiding Judge

Title Date

Title Date

Appendix A

Confidentiality Agreement

As a court employee, I understand that I may have access to confidential information and records in files and databases such as court case files, the Judicial Information System, and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that court case files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as an employee of the court.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the Court. I understand that:
 - a. I may divulge confidential information to judicial officers and authorized court employees as necessary to perform my job duties.
 - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
 - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - d. After I leave the employment of the court, I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor on any questions I may have concerning whether particular information may be disclosed.
5. I understand that a breach of confidentiality may be grounds for disciplinary or legal action, and may include termination of employment.
6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature	Date	Printed Name
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Authorization Of Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of Presiding Judge	Date	Printed Name
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RCW 3.30.090 Violations bureau.

A violations bureau may be established by any city or district court having jurisdiction of traffic cases to assist in processing traffic cases. As designated by written order of the court having jurisdiction of traffic cases, specific offenses under city ordinance, county resolution, or state law may be processed by such bureau. Such bureau may be authorized to receive the posting of bail for such specified offenses, and, as authorized by the court order, to accept forfeiture of bail and payment of monetary penalties. The court order shall specify the amount of bail to be posted and shall also specify the circumstances or conditions which will require an appearance before the court. Such bureau, upon accepting the prescribed bail, shall issue a receipt to the alleged violator, which receipt shall bear a legend informing him of the legal consequences of bail forfeiture. The bureau shall transfer daily to the clerk of the proper department of the court all bail posted for offenses where forfeiture is not authorized by the court order, as well as copies of all receipts. All forfeitures or penalties paid to a violations bureau for violations of municipal ordinances shall be placed in the city general fund or such other fund as may be prescribed by ordinance. All forfeitures or penalties paid to a violations bureau for violations of state laws or county resolutions shall be remitted at least monthly to the county treasurer for deposit in the current expense fund. Employees of violations bureaus of a city shall be city employees under any applicable municipal civil service system.

**Chapter 2.16
VIOLATIONS BUREAU**

Sections:

- 2.16.010 Establishment.
- 2.16.020 District court order for processing of criminal offenses – Posting and acceptance of bail.
- 2.16.030 Bail – Receipt issuance – Notice of trial date – Contents.
- 2.16.040 Bail – Transfer to clerk of district court.
- 2.16.050 Forfeitures placed in current expense fund.
- 2.16.060 Violations bureau clerk.

2.16.010 Establishment.

There is created and established a violations bureau of the city of Sultan to assist in processing traffic cases and other violations of city ordinances. (Ord. 308 § 1, 1970)

2.16.020 District court order for processing of criminal offenses – Posting and acceptance of bail.

A. By written order of the justice of the peace (judge) of the Evergreen district justice court, the violations bureau shall process all criminal offenses under the city of Sultan ordinances, and shall receive the posting of bail and accept the forfeiture of bail.

B. The violations bureau shall receive bail in such amounts and shall accept forfeiture of bail under such circumstances or conditions as are specified by the written order of the justice of the peace (judge). (Ord. 308 § 2, 1970)

2.16.030 Bail – Receipt issuance – Notice of trial date – Contents.

A. Upon acceptance of the authorized bail, the violations bureau shall issue a receipt to the alleged violator.

B. In cases where bail is posted for appearance in court or where the violations bureau is authorized to accept forfeiture of bail, but the alleged violator requests a trial date in lieu of forfeiture, the violations bureau shall also issue to the alleged violator a notice of trial date.

C. The receipt and/or notice of trial date shall bear a legend informing the violator of the legal consequences of bail forfeiture. (Ord. 308 § 3, 1980)

2.16.040 Bail – Transfer to clerk of district court.

The violations bureau shall transfer daily to the clerk of the justice court all bail posted for offenses where forfeiture is not authorized, or where forfeiture is authorized but the alleged violator requests a trial date in lieu of forfeiture, as well as copies of all receipts. (Ord. 308 § 4, 1970)

2.16.050 Forfeitures placed in current expense fund.

All forfeitures paid to the violations bureau for violations of ordinances of the city of Sultan shall be placed in the current expense fund of the city of Sultan. (Ord. 308 § 5, 1970)

2.16.060 Violations bureau clerk.

A. There is created the position of violations bureau clerk, which shall be filled by appointment of the mayor.

B. The city council shall set the salary of said clerk from time to time, and shall determine the amount of bond to be required therefor, if any. (Ord. 308 § 6, 1970)