

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 24, 2020

AGENDA ITEM:	
SIXTH AMENDMENT TO INTERLOCAL AGREEMENT FOR MUNICIPAL COURT SERVICES BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF ARLINGTON PROVIDING FOR TRANSITION OF COURT SERVICES TO SNOHOMISH COUNTY DISTRICT COURT	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Marysville Municipal Court has provided court services to the City of Arlington for over 15 years. Arlington has decided to obtain court service through the Cascade Division of the Snohomish County District Court. Arlington will begin filing cases and infractions in District Court on March 1st, but there are many cases previously filed in Marysville Municipal Court. This amendment provides for an orderly transition of these cases with the Marysville judges being appointed judges pro tem of the District Court so they can continue to hear Arlington cases. The Marysville judges will only hear cases that were filed before March 1st and the pro tem appointments will not go beyond the end of the year (both the judges and the Arlington prosecutor expect the cases to have all been resolved before then).

The amendment also addresses probation cases (Marysville provided probation services as part of the interlocal) and the nine cases requiring ongoing probation supervision will be transferred to the District Court’s probation department.

The amendment also provides that the Marysville court will continue to write off civil infraction cases that are in collections after ten years and in accordance with the state Administrative Office of Courts guidelines. This involves minimal work by Marysville and there is no other practical way to accomplish this task.

RECOMMENDED ACTION: Staff recommends Council consider approving the amendment to the interlocal agreement for court services.

RECOMMENDED MOTION: I move to authorize the Mayor to sign the sixth amendment to the interlocal agreement with Arlington for court services.

SIXTH AMENDMENT TO INTERLOCAL AGREEMENT FOR MUNICIPAL COURT
SERVICES BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF ARLINGTON
PROVIDING FOR TRANSITION OF COURT SERVICES TO SNOHOMISH COUNTY
DISTRICT COURT

WHEREAS, the City of Marysville Municipal Court has provided court services to the City of Arlington pursuant to an interlocal agreement (“Original Agreement”) recorded with the Snohomish County Auditor on April 4, 2003, and subsequently amended; and

WHEREAS, the City of Arlington wishes to transition its municipal court services to the Cascade Division of the Snohomish County District Court (“District Court”); and

WHEREAS, both parties wish to complete an orderly transition of cases originally filed in the Marysville Court; and

WHEREAS, the parties agree that providing a transition period to the end of the year is sufficient to provide for an orderly transition.

NOW, THEREFORE, in consideration of the terms and provisions of this amendment; it is agreed by Marysville and Arlington as follows:

1. Arlington will not file any criminal cases or infractions with the Marysville Court after February 29, 2020. Beginning March 1, 2020, all criminal cases and infractions will be filed with the District Court.
2. The presiding judge of District Court may appoint the judges of the Marysville Court as pro tem judges for District Court. For the purposes of this agreement, the pro tem appointment will be limited to criminal cases and infractions that were filed in the Marysville Court. The duration of the appointments will be until December 31, 2020, or such earlier date as determined by Arlington or the District Court.
3. The judges of the Marysville Court acting with the authority of the pro tem appointments will continue to provide court services under the terms of the Original Agreement (and its amendments) for cases and infractions that were filed in the Marysville Court. The cases will be heard in the Marysville Municipal Court located at 1015 State Avenue, Marysville, Washington. The District Court will take any action or enter any administrative orders it deems necessary to carry out this provision of this agreement. If the District Court chooses not to appoint the Marysville judges as pro tem judges of the District Court, Marysville will have no further responsibilities under the Original Agreement, except to transfer necessary records to Arlington or the District Court.
4. There are nine cases that had probation jurisdiction of five years imposed by the Marysville Court and that have been supervised by the Marysville probation officer. The length of probation was due to these being deferred prosecutions or domestic violence cases. To ensure continuity of the supervision of these cases, they will be transferred to the District Court’s probation office by March 31, 2020. After March 1, 2020, Marysville will no longer be entitled

to the probation fees collected on these cases. The Marysville Court will provide records requested by the District Court's probation office to assist in the supervision of these cases. A list of these cases is attached as Exhibit A.

5. Infractions that were filed and found committed by the Marysville Court may remain in collections after December 31, 2020. These cases remain in the JIS system and may be closed/written off in accordance with the policies of the Administrative Office of Courts (AOC) after ten years have elapsed. It is not possible to transfer these cases to District Court due the manner in which they are entered into JIS. The Marysville Court will continue to administratively close these cases in accordance with AOC policies. The parties agree that the Marysville Court's administrative staff is authorized to perform this duty and the District Court may enter any administrative order or take other action it believes necessary to authorize this function. The authorization to close these cases will survive the termination of the Original Agreement on December 31, 2020.

6. If a person has been found by the Marysville Court to have committed an infraction because that person failed to appear and seeks to have that finding set aside, and the request is made after December 31, 2020, or at a time when it is not possible for the Marysville Court to schedule a hearing before December 31, 2020, the Marysville Court will forward the request to the District Court.

7. This agreement and the Original Agreement will terminate on December 31, 2020.

This agreement is effective on the date of the last signature below:

DATE: _____

DATE: _____

MAYOR JON NEHRING
MARYSVILLE

MAYOR BARBARA TOLBERT
ARLINGTON

Attest:

Attest:

Tina Brock
Deputy Clerk

City Clerk

Approved as to form:

Approved as to form:

Jon Walker, City Attorney

Steven J. Peiffle, City Attorney

