Snohomish County

District Court

RECEIVED
FEB 03 2010
BY:

January 22, 2010

Ms. Laura Kelly
City of Gold Bar
107 5th St
Gold Bar, WA 98251

RE: Traffic Violation Bureaus

Dear Ms. Kelly,

Please find attached new Traffic Violation Bureau (TVB) agreements. Many of our agreements are outdated and AOC has requested current TVB agreements. Please return the executed agreement to Director Paulette Revoir at Snohomish County District Court 3000 Rockefeller Ave MS 508 Everett, WA 98201, by February 19th. We will provide you a conformed copy for your records. The use of a TVB by your municipality is mutually beneficial and we look forward to continuing those operations.

Please feel free to contact me if you have any questions.

Sincerely,

Jeffrey D. Goodwin
Presiding Judge
Snohomish County District Court

Attachments

INTERLOCAL COOPERATIVE AGREEMENT between
SNOHOMISH COUNTY DISTRICT COURT
and
CITY OF GOLD BAR

THIS AGREEMENT is entered into by and between the Snohomish CountyDistrict Court (Court) and the City of Gold Bar (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 o r 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 personel 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 Judger 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 Gold Bar
Jeffrey D. Goodwin, Presiding Judge Snohomish County District Court 3000 Rockefeller Ave, MS 508 Everett, WA 98201	

IN WITNESS WHEREOF, the parties have executed this Agreement.

Snohomish County District Court	City of Gold Bar
_____	_____
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

Authorization Of Access To Confidential Information

_____ is authorized access to confidential information and records.

_____	_____	_____
Signature of Presiding Judge	Date	Printed Name

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.