

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY
OF ARLINGTON TO TRANSFER ARLINGTON WARRANTS AND ORDERS TO THE
ARLINGTON POLICE DEPARTMENT

WHEREAS, the City of Marysville Municipal Court has provided court services to the City 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, warrants and orders issued by the Marysville Municipal Court as the Arlington Municipal Court were entered by the Marysville Police Department under its Originating Agency Identifier (ORI), stored at the Marysville Police Department’s records unit, and the Marysville Police Department provided 24/7 confirmation of warrants and orders; and

WHEREAS, the parties agree this was not a “court service” contemplated by the Original Agreement for court services and that Marysville provided these services without any charge to Arlington; and

WHEREAS, the parties agree that with the transition of court services to District Court, it is necessary to transfer all Arlington warrants and orders to Arlington or Arlington’s agent; and

WHEREAS, the parties agree that Marysville’s ORI should be removed from all Arlington warrants and orders and the ORI of Arlington (or its agent) should be attached to the warrants and orders; and

WHEREAS, the parties agree that all proper steps should be taken to ensure the orderly transition of Arlington’s warrants and orders to Arlington or its agent.

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

1. By March 31, 2020, the Marysville Police Department records unit will cancel all Arlington warrants and transfer all hard copies of the warrants to the Arlington Police Department or its agent. If Arlington chooses to appoint an agent, it will notify Marysville in writing by March 16, 2020. Arlington is responsible to re-enter the warrants with its ORI or to take all steps necessary for its agent to enter the warrants with its ORI. Arlington agrees that it is responsible to ensure the warrants are re-entered and that it is responsible for any damages caused by the cancellation of the warrants and agrees to indemnify Marysville for such damages.
2. By March 31, 2020, the Marysville Police Department records unit will transfer hard copies of all orders, including no contact orders and stay out of drug area orders, to the Arlington Police Department. Arlington will take all steps necessary to ensure that the ORI on the orders is changed to Arlington’s ORI. Marysville will audit the orders on April 17, 2020. Any Arlington order that still has Marysville’s ORI attached will be cancelled by Marysville. Marysville will

send a report of any cancelled orders to Arlington. Arlington agrees that is it responsible for any damages caused by the cancellation of the orders and agrees to indemnify Marysville for such damages.

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

DATE: 2/26/20

DATE: 3/10/20


MAYOR JON NEHRING
MARYSVILLE


MAYOR BARBARA TOLBERT
ARLINGTON

Attest:

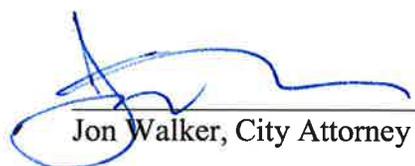
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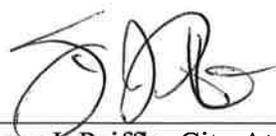

Tina Brock
Deputy Clerk


Wendy Van Der Meersche
City Clerk

Approved as to form:

Approved as to form:


Jon Walker, City Attorney


Steven J. Peiffle, City Attorney