

RESOLUTION NO. 1366

A RESOLUTION RECOMMENDING ADOPTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND JACKSON COUNTY FOR MUNICIPAL COURT SERVICES AND APPOINTING THE JACKSON COUNTY JUSTICE OF THE PEACE AS THE CITY OF CENTRAL POINT MUNICIPAL JUDGE.

RECITALS:

A. The City of Central Point may enter into an agreement pursuant to ORS 51.035, 51.037 and 190.010 with the Jackson County Justice of the Peace for the provision of judicial services. Such an agreement delegates all judicial jurisdiction, authority, powers, functions, and duties of the City of Central Point Municipal Court and Municipal Judge with respect to all or any violations of the city charter and ordinances.

B. The City and County deem it to be to their mutual advantage and to be in the best interest of their respective constituencies to enter into this Intergovernmental Agreement for the purpose of allowing the Justice of the Peace of the Jackson County Justice of the Peace District to provide judicial services to the City.

The City of Central Point resolves:

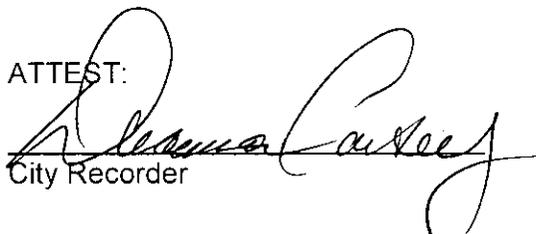
Section 1. The attached intergovernmental agreement between Jackson County and the City of Central Point for the provision of judicial services by the Jackson County Justice Court and the Justice of the Peace to the City is approved.

Section 2. Upon approval of this agreement by Jackson County, the Justice of the Peace of the Jackson County Justice of the Peace District is appointed as the Municipal Judge of the City of Central Point, effective July 1, 2013. The municipal judge as of the date of this resolution is removed as municipal judge effective June 30, 2013.

The Mayor and City Manager of Central Point are authorized to sign the attached agreement on behalf of the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this 13th day of June, 2013.

ATTEST:


City Recorder


Mayor Hank Williams

INTERGOVERNMENTAL AGREEMENT

Order No. _____

This Intergovernmental Agreement made and entered into in duplicate original as of the later of the dates entered below, by and between the CITY OF CENTRAL POINT, a Municipal corporation, organized and existing under the laws of the State of Oregon, hereinafter called "City" and JACKSON COUNTY, a political subdivision of the State of Oregon, hereinafter called "County" regarding the JUSTICE OF THE PEACE DISTRICT FOR JACKSON COUNTY, hereinafter called "Justice Court."

RECITALS

Whereas, The State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of *furthering* economy and efficiency in local government, and

Oregon Statutes grant general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et seq, and

Any city may enter into an agreement pursuant to ORS 51.035, 51.037 and 190.010 with a county in which a justice of the peace district is located for the provisions of judicial services. A justice of the peace providing services to a city pursuant to such an agreement shall have all judicial jurisdiction, authority, powers, functions, and duties of the municipal court of the city, and the judges thereof, with respect to all or any violations of the charter or ordinance of the city, and

The City of Central Point is wholly within the boundaries of Jackson County and wholly within the boundaries of the Jackson County Justice of the Peace District, and

City and County have deemed it to be to their mutual advantage and to be in the best interest of their respective constituencies to enter into this Intergovernmental Agreement for the purpose of allowing the Justice of the Peace of the Jackson County Justice of the Peace District, hereinafter called "Justice of the Peace," to provide judicial services to the City.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, terms and provisions set forth below, the parties agree as follows:

- 1.0 The Jackson County Justice Court and the Justice of the Peace thereof shall provide judicial services to City, and shall exercise all judicial jurisdiction, authority, powers, functions, and duties of the Municipal Court of the City and the Judges thereof with respect to all or any noncriminal -violations of the charter or ordinances of the City, and violation offenses as defined by ORS 153.008 arising under the Oregon Vehicle Code (Oregon Revised Statutes Title 59) and the laws of the State of Oregon.
- 2.0 Except as otherwise provided in this Agreement, the County shall provide all necessary court personnel, equipment and supplies and pay all expenses incurred in connection with Justice Court and Municipal Court operations.

- 3.0 The City shall receive one half (1/2) of all fines and forfeited bail collected, after assessments, on convictions and judgments entered in the Justice Court arising from a City Charter or Ordinance violation or any violation offense cited into the Justice Court by a City officer for an act committed within the City of Central Point city limits; the County shall receive the other one half (1/2) of all fines and forfeited bail collected, after assessments, on such convictions and judgments. The Justice Court shall retain any collected court imposed costs or fees on all such judgments. The Justice Court shall provide a monthly accounting to the City for all sums collected on judgments for offenses cited by City Officers.
- 4.0 Both parties to this Agreement understand that responsibility for prosecuting all City Charter and Ordinance violations shall be with the City of Central Point. All violation offenses cited by City Officers shall be cited into the Jackson County Justice Court, who shall be responsible to appear in the Justice Court for any trials of such matters as scheduled by the Justice Court. Trials shall take place at the Jackson County Justice Court or other location specified by the Justice Court. No prosecutions for crimes as defined in ORS 161.515 or an offense arising from the Charter or ordinance of the City that is punishable by a term of incarceration shall be initiated in the Justice Court.
- 5.0 This Agreement shall continue in effect during the term of office of the Justice of the Peace holding office on the effective date hereof, and any successive term of said Justice of the Peace, or until terminated by either party as provided in paragraph six.
- 6.0 County may terminate this Agreement, effective upon delivery of written 60 days' notice to City: 1) if funding from operations, state legislative changes, or other sources is not continued at levels sufficient to allow for the performance of the Agreement or 2) if state law, regulations or guidelines are modified, changed, or interpreted such that performance by the County is longer practicable or appropriate. Each party to this Agreement reserves the right to terminate this Agreement at the end of any fiscal year by giving the other party written notice by April 1st of the year in which the Agreement is to terminate. Each party covenants to exercise this right only upon good and substantial cause, and to confer with the other party before exercise of this right. The reason for this covenant is that the City and County, respectively, are local governmental units bound by local budget laws; each is required, at a minimum, to plan service in advance on a fiscal year basis. This Agreement is subject to the requirements of Article XI, Section 10 of the Oregon Constitution.
- 7.0 Each party agrees to indemnify and hold harmless the other from liability arising from the acts or omissions of the elected officials, officers, employees or agents of the party.
- 8.0 This Agreement shall be liberally construed to affect the purposes expressed herein.

9.0 This Agreement is effective when it has been executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate on the dates set forth below.

**CITY OF CENTRAL POINT,
A Municipal Corporation (CITY)**

JACKSON COUNTY (COUNTY)

Hank Williams, Mayor (date)

Danny Jordan, County Administrator
(date)

APPROVED AS TO LEGAL SUFFICIENCY:

Chris Clayton, City Manager (date)

Rick Whitlock (date)
Jackson County Legal Counsel