

RESOLUTION NO. 1448

**A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CENTRAL POINT AND JACKSON COUNTY FOR
MUNICIPAL COURT SERVICES**

RECITALS:

A. Effective July 1, 2013 the City Council of the City of Central Point entered into an agreement with Jackson County for the provision of judicial services delegating 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 and to appoint Jackson County Justice of the Peace to administer judicial services on behalf of the City of Central Point.

B. Citations issued by the City of Central Point prior to July 1, 2013 were maintained and administration of same citations remained the responsibility of the City of Central Point finance department.

C. For more efficient use of staff time and most effective resolution of old citations, the City of Central Point, with the approval of Jackson County, has determined that all citations may best be administered by Jackson County Justice Court.

The City of Central Point resolves:

Section 1. The attached "Amendment No. 1" amends the 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 include all citations held by the City and issued prior to July 1, 2013.

Section 2. The City shall receive one half (1/2) of all fines and forfeited bail collected, after assessments; and three quarters (3/4) of all remaining interest collected on citations issued prior to July 1, 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 24th day of March, 2016.


Mayor Hank Williams

ATTEST:


City Recorder

**AMENDMENT NO. 1
TO INTERGOVERNMENTAL AGREEMENT
DATED MAY 29, 2013
WITH CITY OF CENTRAL POINT**

This AMENDMENT No. 1 to the INTERGOVERNMENTAL AGREEMENT (the "Contract") dated MAY 29, 2013, by and between Jackson County, a political subdivision of the State of Oregon, hereinafter called "County," and CITY OF CENTRAL POINT, hereinafter called "City," is hereby made and entered into.

For consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Contract is hereby amended as follows:

a. Paragraph 3.0 on Page 2 which reads:

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.

Shall be deleted in its entirety and replaced with the following:

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. Notwithstanding any other provision in this Agreement, when the principal amount of a judgment has

already been paid but there is additional unpaid interest, (a) the City shall receive three quarters (3/4) of all remaining interest collected, and (b) the County shall receive the other one quarter (1/4) of all remaining interest collected.

2. Except as expressly modified by this Amendment, and all prior Amendments, if any, all terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective the date on which this Amendment is fully executed by the parties and fully approved as required by applicable statutes and rules.

CITY OF CENTRAL POINT:

JACKSON COUNTY:

By:

By:

Date

Danny Jordan

Date

Title:

County Administrator

Staff Report



Finance Department
Bev Adams, Finance Director

To: Mayor & Council
From: Bev Adams, Finance Director
Date: March 24, 2016
Subject: Jackson County Justice Court IGA Amendment

Background:

In July 2013 the City of Central Point entered into an agreement for municipal court services with Jackson County's Justice Court. The original agreement with JACO is for citations issued on July 1, 2013 and beyond. All existing citations previous to that July 1st agreement have been retained, maintained and administered by the City of Central Point's finance department.

Lingering issues with retaining this portion of the municipal court activity has been staff time, storage and retention, and cost of annual maintenance for a database containing the old citations that is rarely utilized. After considering the efficiency of the above issues, it was determined to be in the best interest of the City of Central Point that the remaining citations be transferred to the Jackson County Justice Court.

The amendment to the original agreement with JACO includes: 1) all "old" citations issued prior to the July 1, 2013 agreement; and 2) an increase from ½% to ¾% of the interest collected on these citations.

Attached to this staff report:

1. Resolution prepared by staff for Council consideration
2. Amendment No. 1 prepared by Jackson County counsel

Recommended Action:

That Council approves the amendment to the municipal court agreement with Jackson County Justice Court and adopt the attached resolution authorizing signing of amendment.