

RESOLUTION NO. 1487

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A SECOND AMENDMENT TO THAT INTERGOVERNMENTAL AGREEMENT WITH JACKSON COUNTY REGARDING THE JACKSON COUNTY JUSTICE COURT

Recitals:

- A. Effective July 1, 2013 the City of Central Point and Jackson County entered into an intergovernmental agreement providing that the Jackson County Justice Court would act as the City's Municipal Court and delegating all judicial jurisdiction, authority, powers, functions and duties of the City of Central Point Municipal Court and Municipal Judge to the Justice Court, with respect to any citations issued on or after July 1, 2013.
- B. In March 2016, the City and Jackson County entered into a first amendment to the intergovernmental agreement providing that the Justice Court would also administer, prosecute and manage those municipal citations issued prior to July 1, 2013, and providing for terms regarding fines and forfeited bail collected.
- C. To enable the City to more effectively manage chronic nuisance properties and repeat violations of City code or charter, and to be reimbursed for its staff time and administrative expenses in pursuing such matters, City seeks to reserve authority to initiate foreclosure actions on judgments resulting from municipal charter and code violations and to set forth the collection of its costs in such foreclosure actions.

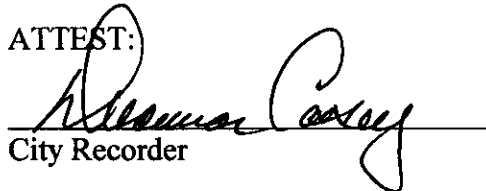
The City of Central Point resolves as follows:

Section 1. The City is authorized to enter into the attached "Amendment No. 2" amending that intergovernmental agreement between the City of Central Point and Jackson County for the provision of municipal court services by the Jackson County Justice Court and the Justice of the Peace."

Section 2. The City Manager is authorized to execute such intergovernmental agreement on behalf of the City.

Passed by the Council and signed by me in authentication of its passage this 9th day of February, 2017.


Mayor Hank Williams

ATTEST:

City Recorder

AMENDMENT NO. 2
TO INTERGOVERNMENTAL AGREEMENT
DATED MAY 29, 2013
WITH CITY OF CENTRAL POINT AND JACKSON COUNTY JUSTICE COURT

This AMENDMENT No. 2 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 follow:

a. Paragraph 1.0 on Page 1 which reads:

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 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.

Shall be deleted and replaced with the following:

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 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. For all noncriminal-violations of the charter ordinances of the city prosecuted pursuant to this agreement, the City shall be named as the plaintiff and as the judgment creditor on any resulting judgments which impose fines or other monetary relief. The City shall retain authority to record a lien in the City lien docket under judgments docketed in the Justice Court pursuant to this agreement where the City is listed as plaintiff or judgment creditor and may foreclose on such liens as deemed necessary or desirable by the City.

b. 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. 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.

Shall be deleted and replaced with the following:


3.0 Except as provided in Section 3.1 below, 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.

c. After Paragraph 3.0 on Page 2, Paragraph 3.1 **shall be added and read as follows:**

3.1 Notwithstanding the provisions of Section 3.0 above, should the City foreclose upon a judgment docketed in the Justice Court for noncriminal-violations of the charter ordinances of the City, the City shall be entitled to reimbursement for all its expenses incurred as a result of the foreclosure action including but not limited to recording costs, publication costs, legal fees and administrative fees. The City shall retain its costs and expenses resulting from foreclosure, and shall distribute the remaining funds collected to the Justice Court to be distributed as provided in Section 3.0 herein. The City shall account to the Justice Court for all sums collected on foreclosure of judgments for offenses cited by City Officers.

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 (CITY)


Hank Williams, Mayor

DATED: 2/9/17

Chris Clayton, City Manager

DATED:

JACKSON COUNTY (COUNTY)

Danny Jordan, County Administrator

DATED:

Approved as to legal sufficiency:

Jackson County Counsel

DATED: