

Original
City-County
Agreement
for City Ordinance
Violation
Enforcement

AGREEMENT

THIS AGREEMENT is made this 18 day of July, 2008, by and between the City of Grass Valley, a municipal corporation organized and existing under the laws of the State of Oregon, hereinafter called "City," and Sherman County, a political subdivision of the State of Oregon, hereinafter called "County."

WITNESSETH

WHEREAS, the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

WHEREAS, the Legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et. seq.; and

WHEREAS, the City and County are authorized by ORS 221.315 to enter into an agreement whereby the Justice Court shall have all or certain judicial jurisdiction, authority, powers, functions and duties of the Municipal Court of the City; and

WHEREAS, the City and County deem it to be in their mutual best interest to their respective constituencies to enter into this Intergovernmental Agreement.

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

I.

VIOLATION OF CITY ORDINANCES TO BE PROSECUTED IN JUSTICE COURT

Commencing the 18 day of July, 2008, the effective date of this Agreement, all violations of City Ordinances shall be filed and prosecuted in the Justice Court of the State of Oregon for Sherman County, notwithstanding any other provisions of the Grass Valley City Charter, Ordinances of the City, or the provisions of Oregon Statute.

II.

RESPONSIBILITY FOR EXPENSES INCURRED

It shall be the responsibility of the County to provide funds to pay all the expenses incurred in connection with maintaining a Justice Court facility, personnel, equipment and supplies; and administering all Court recordkeeping requirements.

III.

DISPOSITION OF MONIES COLLECTED

All fines, costs, and forfeited bail collected by the Justice Court in connection with such prosecution shall be paid to the Treasurer of Sherman County, notwithstanding the provisions of ORS 221.315, or any other possibly conflicting provisions of law or City Charter or Ordinance.

IV.

RESPONSIBILITY FOR PROSECUTION

The City Attorney or other respective designee of the City of Grass Valley shall be responsible to prosecute the subject ordinance violations or otherwise control the proceedings on behalf of the state in the parties hereto, notwithstanding any other provision of the "City," Ordinances of the City, or the provisions of Oregon Statute.

V.

CONFLICTS

In the event of a conflict which would disqualify the Justice of the Peace from performing the duties which he/she would otherwise perform under this Agreement, arrangements for a Pro-Tem Judge will be arranged by the Justice Court .

VI.

PARTIES TO AGREEMENT

There being no clear or explicit standards defining officials who must necessarily subscribe their assents to this Agreement, other than a District Attorney as set forth in ORS 221.315, the parties various signatures hereto believe that as a matter of principal, if not law, the assent of all officials who are necessarily affected by this Agreement should be obtained as conditions precedent to its becoming effective. These necessary officials, in addition to the members of the City and County government bodies are: the City Attorney; the Justice of the Peace; the County Attorney; and the Sheriff.

VII.

TERM OF AGREEMENT; RENEWAL

The term of this Agreement shall begin on July 14-08, until further notice, unless written notice is given by one party to the other thirty (30) days prior to the cancellation of this Agreement.

VIII.

RIGHTS OF TERMINATION

While the parties hereto reserve the legal right to terminate this Agreement upon thirty (30) day written notice to the other, each nevertheless covenants to exercise its right only upon good and substantial cause. The reasons for this covenant are that: The City and County, respectively, are local governmental units, bound to the local budget law; each is required, at a minimum, to plan services in advance on a fiscal year basis; each has implemented this Agreement in its budget and planned for the ensuing fiscal year.

CITY OF GRASS VALLEY


MAYOR


CITY RECORDER

SHERMAN COUNTY


COUNTY JUDGE


COUNTY COMMISSIONER


COUNTY COMMISSIONER


SHERIFF



JUSTICE OF THE PEACE


COUNTY ATTORNEY


COUNTY CLERK/DEPUTY

ATTEST:

APPROVED AS TO FORM:


ATTORNEY FOR
CITY OF GRASS VALLEY