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TASSI O'NEIL  
COUNTY CLERK

## Intergovernmental Agreement for Judicial Services

This intergovernmental agreement is entered into between Tillamook County, a political subdivision of the State of Oregon, ("the County") and the City of Tillamook, a municipal corporation of the State of Oregon ("the City").

**Purpose of Agreement:** This Agreement seeks to consolidate the City's Municipal Court with the County's Justice Court to improve services to the public, improve efficiencies, and provide for one traffic court rather than two traffic courts in the City.

### Recitals:

1. ORS Chapter 190 expresses State policy to encourage local governments to enter into intergovernmental agreements to improve public services, improve efficiencies, and streamline governmental operations and services to the public.
2. Both the Justice Court and the Municipal Court have jurisdiction over traffic violations within the City. City officers cite violations into both courts, depending on whether the offense occurs within or outside the city limits.
3. The Justice Court now has exclusive jurisdiction over minor in possession of alcohol and possession of less than an ounce of marijuana violations written in the City by City police officers. The parties had agreed to this process when it became apparent that the City would not receive any proceeds of any fines on these offenses, given the requirements of State law.
4. The Justice of the Peace and the Municipal Judge are pro tem judges in the other court.
5. Both courts utilize the same ticket processing software managed and supported by the same vendor, Chaves Consulting, which operates "Majic" software. The data bases of each court are now readable by court staff in the other court.
6. Both courts utilize the same contractor for debt collection services.
7. Both courts utilize the City-County telephone system.
8. It is no longer economically feasible for the City to operate its own court system, given City Police staffing levels and recent changes in ticket fine distributions, as enacted by the Oregon Legislative Assembly.
9. Both courts utilize the same fine schedule established by the Chief Justice of the Oregon Supreme Court.
10. The courts operate across the street from each other. Having two traffic courts so close in proximity is often confusing to members of the public seeking to contact one of the two courts.
11. Having two courts with jurisdiction over traffic matters is often confusing to City police officers, who now have to determine the location of the violation in relation to the City limits.

12. The City would enjoy cost savings in that the City would no longer have to contract the services of the Municipal Judge, employ a court clerk, and administer the files and finances of the Municipal Court.
13. Consolidation of the Municipal Court into the Justice Court would resolve these issues and concerns, and provide for the expeditious and efficient administration of justice.
14. The value of services of the Municipal Judge has been approximately \$8,000 annually. These services will now be an additional obligation and duty of the Justice of the Peace.

**The parties AGREE:**

1. **Consolidation:** The Municipal Court will be consolidated into the Justice Court, effective July 1, 2012.
2. **Judge:** The Justice of the Peace shall be the Municipal Judge of the City, and shall exercise the powers and duties of the Municipal Judge as provided in Oregon law, including the 1999 City of Tillamook Charter, chapter 5, section 25. Thus, the City Council will no longer appoint a municipal judge. (The Justice of the Peace is elected by the voters of Tillamook County and, if there is a vacancy, the office can also be filled either by election or by appointment of the Governor of Oregon.)
3. **Jurisdiction:**
  - a. The Justice Court shall have jurisdiction over state law traffic violations, City ordinance violations and other matters that would come before the Municipal Judge.
  - b. Starting in June, 2012, City officers will begin citing defendants into Justice Court, with court dates and times in accordance with Justice Court processes and dockets. The first such court date for City officer tickets will be in July, 2012.
4. **Accounts Receivable:** All accounts receivable, except accounts already in collections, of the Municipal Court will be transferred to the Justice Court, and become assets of the Justice Court as of July 1, 2012. All funds received on those accounts will be collected by Justice Court, which will be responsible for posting those payments to the correct account. Collected funds will be deposited into the Justice Court account with the County Treasurer, and disbursed on a monthly basis as part of the Justice Court turnover report. Justice Court will send the Oregon Driver and Motor Vehicle services division (DMV) the appropriate reinstatement order on suspended drivers' licenses and otherwise act as the court which has driver license suspension and reinstatement authority over the account.
5. **Accounts in Collections:**
  - a. All accounts of the Municipal Court assigned to the Court's collection agency, Credits, Inc., of Hermiston, Oregon, before July 1, 2012 will remain assets of the City of Tillamook. Funds collected by Credits, Inc. will be sent to the City which will be responsible for posting those payments to the correct account; collected funds will be deposited into the City of Tillamook's account. The City will send the Oregon Driver and Motor Vehicle services division (DMV) the appropriate reinstatement order on suspended

drivers' licenses and otherwise act as the court which has driver license suspension and reinstatement authority over the account.

- b. All accounts of the Municipal Court assigned to the Court's Collection agency, Credits, Inc., of Hermiston, Oregon on or after July 1, 2012 will be transferred to the Justice Court and become assets of the Justice Court. Funds collected by Credits, Inc. for previous Municipal Court accounts assigned to collection after this date will be sent to the Justice Court account with the County Treasurer, and disbursed on a monthly basis as part of the Justice Court turnover report. Justice Court will send the Oregon Driver and Motor Vehicle Services Division (DMV) the appropriate reinstatement order on suspended drivers' licenses and otherwise act as the court which has driver license suspension and reinstatement authority over the account.

6. **Files:**

- a. The City shall retain physical possession of files where the accounts are assigned to Credits, Inc. and files where the ticket has been adjudicated, but there are amounts owing.
- b. If a file is needed by Justice Court, then the City will provide that paperwork to Justice Court, or otherwise make it available. The parties recognize that the electronic data regarding these files is available in the Majic software system.
- c. The City will enjoy access to Justice Court's Majic data and paper files, at no charge.
- d. The parties will collaborate and share data on tickets, revenue, accounts receivable, distribution, and the like. From time to time, the parties shall review processes and accounting methodologies and other systems so the parties can properly evaluate and modify this relationship.

7. **City Share of Fines Collected:**

- a. Under Oregon Law and without an intergovernmental agreement to the contrary, the normal disbursement of a city's portion of a Justice Court violation would normally be the net 50% of the fine. ORS 153.645. A traffic court in Oregon now has to pay the State the first \$60 collected on a traffic fine (2011 House Bill 2712, Section 6B).
- b. The parties recognize that the Legislature can change this formula by amending the statute and revising the statutory scheme on revenue distribution for local courts. The Legislature has made recent changes to this scheme in both 2012 and 2013. Those recent changes are not advantageous to local governments.
- c. The parties agree to initially utilize this allocation of revenue (the "50/50 split") except for those monies collected via the collections agency as stated in section 5a.
- d. However, the parties recognize that this intergovernmental agreement has a number of variables, including the number of tickets written, the staffing levels of the City police department, the added costs of time, energy and workload of the Justice Court, additional time and responsibility of the Justice of the Peace, software transitions and changes, and related issues and questions.


- e. Each session of the Legislature in recent years has resulted in new systems and rules of fines and allocation of traffic court revenue.
  - f. Thus, the parties intend to revisit and renegotiate the percentage of net revenue. This review will first occur in September, 2012, then prior to the adoption of both government's fiscal year 2013-2014 budgets, and at least annually thereafter. The review and discussion will consider the spreadsheets and reports of the Justice Court and all related data.
  - g. The remaining percentage of the net revenue (the other 50%) will be distributed monthly to the County Treasurer as part of the Justice Court turnover report, and become revenue to the County's general fund.
  - h. The City will be provided a copy of the Justice Court turnover reports and any other data the City requests or needs in order to evaluate and assess this relationship.
8. **Termination:** This agreement may be terminated at any time by either party, upon receipt of a written notice of termination, not less than 60 days prior to the termination date. Accounts receivable that have become the assets of Justice Court shall remain with Justice Court.
  9. **Savings Clause:** In the event that a court of competent jurisdiction shall find any aspect or provision of this agreement contrary to law or otherwise unenforceable, all other aspects of this agreement shall continue in full force and effect.
  10. **Integration:** This agreement is the full and complete agreement of the parties regarding judicial services between the City and the County. Any other aspect of the agreement must be in writing and signed by both parties.
  11. **Choice of law, Venue for Litigation:** The choice of law for interpretation and enforcement of this agreement shall be the laws of the State of Oregon. The appropriate venue for any litigation regarding this agreement shall be the Circuit Court of the State of Oregon for Tillamook County.
  12. **Effective Date:** This agreement becomes effective the date on which the second signing party to this agreement approves this agreement. The transfer of jurisdiction shall occur July 1, 2012.

**THE CITY OF TILLAMOOK, OREGON**

Approved by the City Council on this 21 day of May, 2012.

  
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 Suzanne Weber, Mayor

Attest:

  
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 Abigail Donowho, City Recorder (Pro Tem)  


TILLAMOOK COUNTY, OREGON

Neal C. Lemery  
Justice of the Peace

*Neal C. Lemery*

5/21/2012  
Date

DATED THIS 23<sup>rd</sup> DAY OF May 2012.

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

*Tim Josi*  
Tim Josi, Chairperson

*Mark Labhart*  
Mark Labhart, Vice-Chairperson

*Charles J. Hurliman*  
Charles J. Hurliman, Commissioner

ATTEST: Tassi O'Neil, County Clerk

APPROVED AS TO FORM:

BY: *Susan L. Becraft*  
Special Deputy

*William K. Sargent*  
William K. Sargent, County Counsel

