



# City of Harrisburg

## FAX TRANSMITTAL

DATE: 6/26/03 TIME: \_\_\_\_\_

**PLEASE DELIVER THE FOLLOWING TO:**

Name: Diane Rinks

Company: Lafayette

FAX #: (503) 864-4501

Telephone: \_\_\_\_\_

Number of pages including cover sheet: 4

**Comments or instructions:**

IGA - Justice Court

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Direct any response to: Bruce Cketon

P.O. BOX 378 - 354 SMITH STREET  
 HARRISBURG, OREGON 97446  
 (541) 995-6652  
 FAX (541) 995-9244

**INTERGOVERNMENTAL AGREEMENT**  
**Order No.2000-300**

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 HARRISBURG, a Municipal Corporation, organized and existing under the laws of the State of Oregon, hereinafter called "City" and LINN COUNTY, a political subdivision of the State of Oregon, hereinafter called "County".

**RECITALS**

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 51.037 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 Harrisburg is wholly within the boundaries of Linn County and wholly within the boundaries of the Linn County Justice of the Peace District 4A, 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 Linn County Justice of the Peace District 4A, hereinafter called "Justice of the Peace," to provide judicial services to the Municipal Court of 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 Justice of the Peace shall provide judicial services to City, and shall exercise all judicial jurisdiction, authority, power, function and duties of the Municipal Court of the City and the Judge thereof.

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, including prosecutions under provisions of the City Charter or Ordinances, excepting the following expenses of Municipal Court operations which shall be paid by the City: the

services of a prosecuting attorney, witness fees and expenses, interpreter fees and expenses, all costs, fees and expenses of trials, and the services of court appointed counsel to qualified indigent defendants.

3.0 During the term of this Agreement, City shall at City expense provide space, facilities and furnishings necessary for court sessions in the City Hall Auditorium (the "Auditorium"), including, but not limited to, heat, light, water, sewer, trash removal and janitorial service. Court sessions include Justice Court sessions every Monday and Municipal Court sessions on the second and fourth Wednesday each month, and 15 additional days each calendar quarter for Justice Court sessions, which sessions shall be scheduled at the discretion of the Justice of the Peace in consultation with the City. Court sessions shall commence at 8:30 a.m. or at other times set by the Justice of the Peace and shall continue until completion. Justice Court use of the Auditorium beyond the number of sessions provided in this section shall be at the standard City Hall rental rate in effect at the time of the use. Municipal Court use of the Auditorium beyond the number of sessions provided in this section shall be at City expense. In consideration of the use of the Auditorium for Justice Court sessions, County shall provide office space for the Justice Court and Municipal Court outside City Hall, including, but not limited to, rent, heat, light, water, sewer, trash removal and janitorial expense, at County expense.

4.0 All fines, costs and forfeited bail collected under terms of this Agreement by the Harrisburg Municipal Court shall be paid to the City, except as may be otherwise provided by Oregon statutes. So long as the Linn County Sheriff's Office performs police services under contract with the City, all prosecutions in Harrisburg Municipal Court initiated by or filed by the Linn County Sheriff or Sheriff's Deputies shall be deemed to be prosecutions initiated by a City police officer.

5.0 Both parties to this Agreement understand that responsibility for prosecuting all City Charter and Ordinance violations shall be with the City of Harrisburg.

6.0 It is agreed between the parties that the Justice of the Peace shall be paid by the County for the services performed as Municipal Court Judge, and that City shall reimburse County \$125.00 per month for these services.

7.0 County shall employ a full-time Justice Court clerk who shall perform clerk services for the Municipal Court; City shall reimburse County for the salary, fringe benefits and payroll costs of the clerk based on fifteen (15) hours work per week for Municipal Court duties.

8.0 This Agreement shall continue in effect so long as there is an incumbent filling the office of the Justice of the Peace, or until terminated by either party as provided in paragraph nine.

9.0 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 1<sup>st</sup> of the year in which the Agreement is to terminate. Each party covenants to exercise this right only upon good and substantial cause. 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.

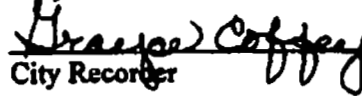
- 10.0 This Agreement shall be liberally construed to effect the purposes expressed herein.
- 11.0 This Agreement is effective when it has been executed by both parties.
- 12.0 This Agreement supersedes all other prior agreements between the parties with respect to the services of the Linn County District 4A Justice of the Peace and other matters which are the subject of this agreement.

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

**CITY OF HARRISBURG,**  
A Municipal Corporation. (CITY)

**BOARD OF COMMISSIONERS  
FOR LINN COUNTY. (COUNTY)**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Recorder

6/27/00  
\_\_\_\_\_  
Date

**ABSENT**

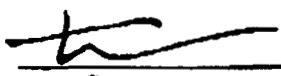
David R/ Schmidt, Chairman

  
\_\_\_\_\_  
John K. Lindsey, Commissioner

  
\_\_\_\_\_  
Catherine Skiens, Commissioner

6/21/00  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tom Corr  
Linn County Legal Counsel