

INTERGOVERNMENTAL AGREEMENT FOR COURT SERVICES

THIS AGREEMENT, by and between the City of Rockaway Beach, Oregon (hereinafter "City") and Tillamook County, a political subdivision of the State of Oregon (hereinafter "County"), collectively referred to as the "parties," provides as follows:

I. PURPOSE.

The purpose of this Agreement is to allow Tillamook County Justice Court to have jurisdiction over the adjudication of violations created by the City Charter and City ordinances.

II. AUTHORIZATION.

This Agreement is made pursuant to the authority of ORS 190.010 and ORS 51.037.

III. JUDICIAL SERVICES.

(A) The City will, through its code enforcement personnel or the Tillamook County Sheriff's Office by mutual agreement, issue Uniform Citations to enforce traffic violations, ordinance violations, and all other violations occurring within City limits, citing the defendant into Tillamook County Justice Court. The citation shall contain a notation that the violation occurred within City limits.

(B) Tillamook County Justice Court will adjudicate violations filed under section III(A), and if the defendant is found guilty and fines are assessed, the net fines collected will be split equally between the City and County. Net fines collected means the fine amounts received by the County less statutory assessments.

(C) The City will designate violations of City ordinances as violations under Oregon law and not as misdemeanors.

(D) Pursuant to the authority of ORS 51.037 and ORS 51.050(3), the Tillamook County Justice of the Peace and Tillamook County Justice Court shall have all judicial jurisdiction, authority, powers, functions and duties of the City municipal court and the judges thereof with respect to all and any violations of the charter or ordinances of the City.

(E) All County court staff employed in the performance of this Agreement shall be employees of the County, and County shall remain fully responsible for all taxes, assessments, fees, premiums, wage withholdings, and other direct and indirect compensation, benefits, related obligations with respect to its own employees.

(F) County shall provide a quarterly accounting of the fine proceeds and distribution of such proceeds for City citations filed in the Justice Court.

(G) All accounts receivable prior to this agreement shall remain and be managed by the City, and shall not be transferred to the County or the Justice Court. The City shall retain physical possession and management of files created or existing prior to this agreement. If a file is needed by Justice Court, the city will provide the file to Justice Court upon request.

IV. TERM.

(A) This Agreement shall become effective July 1, 2021 or upon the date on which all parties have executed the Agreement, whichever is later.

(B) This Agreement shall be perpetual, provided that this Agreement may be terminated at any time upon the written mutual consent of the parties, or upon 120 days' prior written notice by one party delivered to the other party by certified mail (return receipt requested) or by personal service (with receipt of acknowledgement).

V. INDEMNITY.

Each party shall be responsible for the negligent acts or omissions of the party's own officers, agents or employees, in carrying out the terms of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.

VI. CONTACTS.

Each party hereto may designate in writing one or more representatives to meet from time to time at the request of either party to facilitate communication and cooperation in all matters pertaining to this Agreement. The representatives designated for this Agreement at the time of execution are:

For the City:
City Manager Luke Shepard
City of Rockaway Beach
P.O. Box 5
Rockaway Beach, Oregon 97136

For the County:
Justice of the Peace
Tillamook County Justice Court
Courthouse-201 Laurel
Tillamook, Oregon 97141

VII. ADDITIONAL PROVISIONS.

This written Agreement expresses the entire agreement between the parties, and supersedes all prior agreements on this subject, written or oral. The parties hereto may amend the terms and conditions of this Agreement only by a subsequent written agreement executed by all parties.

Tillamook County, Oregon

Mary Faith Bell, Chair

David Yamamoto, Vice Chair

Erin Skaar, Commissioner

City of Rockaway Beach, Oregon


Sue Wilson, Mayor


Luke Shepard, City Manager

6/3/2021