

ORDINANCE NO. 281

AN ORDINANCE AUTHORIZING THE CITY OF DRAIN TO ENTER INTO A CONTRACT WITH DOUGLAS COUNTY AGREEING THAT THE JUSTICE OF THE PEACE, DRAIN DISTRICT, IN DOUGLAS COUNTY, OREGON, FUNCTIONING AS THE DRAIN MUNICIPAL COURT AND JUDGES THEREFORE ON VIOLATIONS OF CITY CHARTER AND /OR ORDINANCES, PURSUANT TO ORS 190.010, REPEALING PRIOR ORDINANCES ~~AND ORDINANCES~~ AND ORDINANCE NO. 244 AND DECLARING AN EMERGENCY.

THE CITY OF DRAIN ORDAINS AS FOLLOWS:

WHEREAS the City of Drain is situated in Douglas County, Oregon, wholly within the boundaries of the Justice of the Peace, Drain District, boundaries, both within Douglas County, Oregon; and

WHEREAS the said City of Drain desires to enter into an agreement pursuant to ORS 190.010 with Douglas County that the Justice of the Peace, Drain District, shall have all judicial jurisdiction, authority, powers, functions and duties of the Municipal Court of the City of Drain, and the Judge thereof, with respect to all or any violations of the charter or ordinances of said City;

Section 1. The Mayor and City Administrator are directed to enter into the following contract with Douglas County, and to sign said contract on behalf of the City of Drain:

Agreement attached hereto marked Exhibit "A" and incorporated herein by reference as if herein set out and thereby made a part hereof.

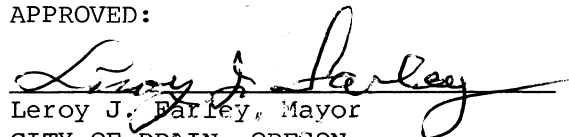
Section 2. All ordinances or resolutions relating to the operation of a municipal court and any other ordinances or resolutions in conflict herewith including Ordinance No. 244, Sections 2.005 through Sections 2.095 of the Administrations Code, are hereby repealed.

Section 3. The provisions contained herein affect the public welfare and safety, and therefore, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage by the Council and approval of the Mayor.

Passed by the Common Council this 27 day of JUNE, 1980.

Approved by the Mayor this 24 day of JUNE, 1980.

APPROVED:

  
Leroy J. Parley, Mayor  
CITY OF DRAIN, OREGON

ATTEST:

  
Robert A. Gray, Clerk of Council Pro-Tem

A G R E E M E N T

AGREEMENT entered into \_\_\_\_\_ between DOUGLAS COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as Douglas County, and CITY OF DRAIN, a municipal corporation within the State of Oregon, hereinafter referred to as City of Drain;

W I T N E S S E T H:

WHEREAS the City of Drain is situated in Douglas County, Oregon, wholly within the boundaries of the Justice of the Peace, Drain District, boundaries, both within Douglas County, Oregon; and

WHEREAS the said City of Drain desires to enter into an agreement pursuant to ORS 190.010 with Douglas County that the Justice of the Peace, Drain District, shall have all judicial jurisdiction, authority, powers, functions and duties of the Municipal Court of the City of Drain, and the Judge thereof, with respect to all or any violations of the charter or ordinances of said City;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1) Douglas County agrees that the Justice of the Peace, Drain District, pursuant to ORS 190.010 and 190.020 shall have judicial jurisdiction, authority, powers, functions and duties of the Municipal Court of the City of Drain and the Judges thereof with respect to all or any violations of the charter or ordinances of said city.

2) Douglas County agrees that all expenses therefore shall be born by Douglas County.

3) Enforcement of ordinance and charter provisions; disposition of fines, costs and forfeited bail. In accordance with ORS 221.315: All fines, costs and forfeited bail collected by the district or justice's court having jurisdiction of a violation of a city charter or ordinance including enforcement of the State Traffic Code when violations occur within the corporate limits of the City of Drain shall be paid as follows:

(a) One-half to the treasurer of the city whose charter or ordinance was violated.

(b) One-half to the treasurer of the county in which the court is located.

4) Violations of said charter or ordinances shall be heard at the Justice of the Peace, Drain District, usual office.

5) No transfer or possession of property is involved.

6) Douglas County shall provide District Attorney, and/or all other personnel as required at County expense.

7) The term of this agreement shall run from date the last party to this agreement has signed same until December 31,1986.

8) Either party may terminate this agreement after six months notice, notice to be by resolution at a regular meeting and copy thereof mailed certified mail to other party. The six months shall run from mailing date.

Signed by the City of Drain pursuant to City Ordinance No. 281,  
this 24 day of JUNE, 1980.

ATTEST:

Robert A. Gray  
Clerk of the Council, Pro-Tem

Leroy J. Farley  
Leroy J. Farley, Mayor  
City of Drain

Signed by Douglas County prusuant to Court Order No. \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

DOUGLAS COUNTY, a political subdi-  
vision of the State of Oregon

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

EXHIBIT 'A'