



REVIEWED
SAB
LEGAL COUNSEL

For Recording Purposes Only

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CENTRAL OREGON LAW ENFORCEMENT SERVICES and DESCHUTES COUNTY**

Contract No. 2004-260

This agreement is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Central Oregon Law Enforcement Services, an intergovernmental entity, hereinafter referred to as "COLES",

RECITALS:

WHEREAS, County and COLES are units of local government as defined under ORS 190.003; and

WHEREAS, ORS 190.010 to 190.030 authorizes County and COLES to enter into an intergovernmental Agreement for the performance of any and all functions and activities that a party to the Agreement has the authority to perform; and

WHEREAS, COLES is in need of financial services; and

WHEREAS, County has the ability to provide said services to COLES at a reasonable cost;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION/TERMINATION

1.1. This Agreement is effective upon signing by both parties. This Agreement shall remain in effect unless terminated by either party upon (60) days written notice to the other party. At the time of termination, any remaining COLES monies not yet spent or obligated under this agreement shall be returned to COLES within 30 days of termination.

2. OBLIGATIONS OF COLES

2.1 COLES shall pay \$5,446 per fiscal year to County for financial services.

2.3 COLES shall pay the monies set out in 2.1 by June 30 of the fiscal year prior to receiving said services.

4. OBLIGATIONS OF COUNTY

4.1 County shall provide accounts payable, payroll and all accounting activities for COLES, in accordance with the accounting practices performed for Deschutes County.

5. EVENTS OF DEFAULT AND REMEDIES

5.1 The following shall constitute events of default:

5.1.1 Failure of County to perform any obligation it is required to perform under this IGA, if the failure continues more than thirty (30) days after COLES has notified County of the failure in writing, and demanded that County remedy the failure.

5.1.2 Failure of COLES to pay the amount set out under 3.1 of this agreement if the failure continues more than thirty days after County has notified COLES of the failure in writing, and demanded that COLES remedy the failure.

5.2 If default occurs:

5.2.1 Either party may terminate the contract.

5.2.2 If an event of default described in subsections 5.1.1 occurs, COLES may pursue any other remedy available at law or in equity.

5.2.3 If an event of default described in subsection 5.1.2 occurs, County may pursue any remedy available at law or in equity.

6. ASSIGNMENT

6.1 Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

7. BINDING EFFECT

7.1 The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

8. AGENCY AND PARTNERSHIP

8.1 Neither party is, by virtue of this Agreement, a partner or joint venturing with the other party nor shall neither party have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

9. INDEMNIFICATION

- 9.1 To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify COLES and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this agreement.
- 9.2 To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COLES shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of COLES or its officers, employees, contractors, or agents under this agreement.

10. NO WAIVER OF CLAIMS

- 10.1 The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this agreement.

11. COMPLIANCE WITH PROVISIONS, REQUIREMENTS OF FUNDING SOURCE AND FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES, DEBT LIMITATION.

- 11.1 This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 11.2 Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- 11.3 Additionally, any requirements, conditions or limitations arising under the terms of any grant funding source or required pursuant to any federal or state law, statute, rule, regulation, executive order and policy applicable to this Agreement are by this reference incorporated herein.

12. INCORPORATION OF RECITALS

- 12.1 The recitals set forth above are hereby incorporated into and made a part of this IGA.

13. APPLICABLE LAW

- 13.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by both

Dated this 23rd of June, 2004

BOARD OF COUNTY COMMISSIONERS

-absent-
MICHAEL M. DALY, CHAIR

[Signature]
DENNIS R. LUKE, COMMISSIONER

[Signature]
TOM DEWOLF, COMMISSIONER

ATTEST:

[Signature]
Recording Secretary

Dated this 23rd of June, 2004

CENTRAL OREGON LAW ENFORCEMENT DISTRICT

[Signature]
CHIEF LANE ROBERTS, CHAIR