



INTERGOVERNMENTAL AGREEMENT
BETWEEN DESCHUTES COUNTY AND THE
CITY OF LA PINE
Document No. 2025-402

This Intergovernmental Agreement made and entered into as of the later of the dates entered below, by and between the CITY OF LA PINE, a Municipal Corporation, organized and existing under the laws of the State of Oregon, hereinafter called "City" and DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter called "County."

WHEREAS, 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

WHEREAS, Oregon Statutes grant general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190. 010 et seq. and

WHEREAS, 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

WHEREAS, City is wholly within the boundaries of Deschutes County and wholly within the boundaries of the Deschutes County Justice of the Peace District, and

WHEREAS, City and County have deemed it to be to their mutual advantage and 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 Deschutes County Justice of the Peace District, hereinafter called " Justice of the Peace," to provide judicial services to the Municipal Court of City.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date and Termination

- 1.1 This Agreement is effective when it has been signed by both parties and shall terminate on June 30, 2026.
- 1.2 This Agreement may be terminated by either party upon 90 days written notice to the other party. Termination under this Paragraph shall not affect any obligations or liabilities accrued prior to such termination.

2. County Obligations

- 2.1 The Justice of the Peace shall provide limited judicial services to City, to wit, enforcement of city planning code violations. In this context, the Justice of the Peace shall exercise associated judicial jurisdiction, authority, power, function and duties of the Municipal Court of City and the Judge thereof.
- 2.2 County shall provide space, facilities and furnishings necessary for court session in the Deschutes County Building located at 51430 Hwy 97. At a minimum, Court sessions shall be held on the first Wednesday every other month. Court sessions shall commence at 4:30 p.m. or at other times set by the Justice of the Peace and shall continue until completion. Trials are held, as scheduled, in the courtroom (Council Chambers) located at Redmond City Hall.

2.3

3. City Obligations

- 3.1 Responsibility for prosecuting all City Ordinance violations shall be with the City of La Pine. The expenses of prosecution of City ordinances include 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.

4. Compensation

- 4.1 All fines, costs and forfeited bail collected under the terms of this Agreement shall be paid to the City, except as may be otherwise provided by paragraph 4.2 of this Agreement and Oregon statutes.
- 4.2 City shall pay Justice Court sixty-five dollars (\$65. 00) for each city ordinance violation filed. So long as the Deschutes County Sheriff's Office performs police services under contract with City, all prosecutions of City ordinances initiated by or filed by the Deschutes County Sheriff shall be deemed prosecutions initiated by a City police officer.

5. Indemnification

- 5.1 CITY Held Harmless. Subject to the conditions and limitations of the Oregon Tort Claims Act and subject to the Oregon Constitution, the COUNTY shall defend, indemnify and hold harmless the CITY, and its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, and its employees or agents under this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions,

customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability, constitutionality, and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

- 5.2 COUNTY Held Harmless. To the extent permitted by the Oregon Tort Claims Act and subject to the Oregon Constitution, the CITY shall defend, indemnify and hold harmless the COUNTY, and its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, and its employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

6. **Interpretation**

This Agreement shall be liberally construed to affect the purposes expressed herein.

7. **Non-Appropriation**

In the event sufficient funds shall not be appropriated for payment of service or support under this Agreement, either party may terminate this Agreement in accordance with paragraph 1.2.

8. **Entire Agreement**

Notwithstanding any and all prior agreements or practices(s), this Agreement constitutes the entire Agreement between the parties and may only be modified in writing(s) signed by both parties.

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Dated this ____ day of _____ 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

DATED this 23 day of April 2025

CITY OF LA PINE
A municipal corporation

Jeannine Earls
_____, Mayor

Ashley Ivans

City Recorder Assistant City Manager