

**INTERGOVERNMENTAL AGREEMENT  
FOR JUDICIAL SERVICES**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) for judicial Services (“Services”) is made and entered into by and between the Cities of Oregon City, Gladstone, and St. Helens (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, each of the parties to this IGA operates a municipal court and has need for the services of a judge;

**WHEREAS**, Amy Lindgren, a qualified attorney who works at Amy Lindgren Law, LLC (“Lindgren”) is qualified to serve as a judge for each of the Parties’ municipal court; and

**WHEREAS**, by the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties; and

**WHEREAS**, ORS 221.355 expressly permits cities to enter into intergovernmental agreements for one city to provide judicial services to another city; and

**WHEREAS**, [insert name of city] agrees to provide judicial services to the other cities that are a party to this IGA.

**NOW, THEREFORE**, the Parties agree as follows:

**AGREEMENT**

1. **Term.** The term of this IGA shall be effective as to each city as of the date Lindgren first performed judicial services for the respective city and shall remain in effect indefinitely until terminated as described below.
2. **Termination.** Any Party to this IGA may terminate its participation in this IGA at any time by providing notice in writing to the other Parties and to Lindgren. If one Party terminates its participation in this IGA, it will not affect the rights and obligations of the other Parties to this IGA. To the extent Lindgren no longer serves as municipal judge for any particular Party, this IGA automatically terminates as to that Party. If the Party providing judicial services to the other Parties under this IGA terminates its participation, the remaining Party that has had Lindgren serving as its municipal court judge shall become the Party providing services under this IGA and take on all rights and responsibilities of the terminating Party.
3. **Parties.** The initial parties to this IGA are the cities of Oregon City, Gladstone, and St. Helens. However, any other jurisdiction in the state of Oregon may join this IGA by

providing notice to the current Parties of their intent to join this IGA and by selecting Lindgren as their municipal judge. The Parties, including future participants in this IGA, hereby waive any objection to any new jurisdiction becoming a Party to this IGA. The sole remedy should a Party object to a new jurisdiction participating in this IGA is for the objecting Party to terminate its participation in this IGA, as described in Paragraph 2 above. Lindgren shall, at all times, maintain a comprehensive list of all parties to this IGA.

**4. Services.** St. Helens agrees to provide judicial services to the other Parties to this IGA on the terms and conditions contained herein. Each Party shall remain entirely responsible for running its own municipal court, including, but not limited to, being responsible for court dockets, notices, jury selection and management, maintaining records and entering into separate agreements with Lindgren, any pro tem judges, and any prosecuting or defense attorneys regarding the services to be provided and compensation for those services to that particular Party. In accordance with ORS 221.355, all fines, costs and forfeited security deposits collected shall be paid to the prosecuting Party. Except as provided below, each Party shall be responsible for defending against any and all claims, actions and demands related to the activities of its respective municipal court. To the extent a claim, action or demand is brought against the Party providing judicial services under this IGA for the acts or omissions of another Party's municipal court, including the acts or omissions of Lindgren, the Party whose municipal court's acts or omissions are in question shall defend and indemnify the Party providing services under this IGA for such claim, action or demand.

**5. Relationship and Authority.** No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

**6. Other Agreements.** This IGA shall have no effect on any other agreements, written or oral, currently in place.

**7. Severability.** The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect until ended or terminated.

**8. Entire Agreement; Amendments; Waiver; Counterparts.** This IGA contains the entire agreement of the Parties on the subjects enumerated herein, and except for other Parties joining the IGA pursuant to Paragraph 3 above, shall not be altered, modified supplemented, or amended in any manner whatsoever without the prior written approval of the Parties. The failure of any Party to enforce any provision of this IGA does not constitute a waiver of it or any other provision. This IGA may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties by the signatures of their authorized representatives execute this IGA for Services effective as to each city as of the date Lindgren first performed judicial services for the respective city..

**CITY OF OREGON CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF GLADSTONE**

By: TAMMY STEMPER  
Name: [Signature]  
Its: Mayor  
Date: 8/11/22

**CITY OF ST. HELENS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

