

INTERGOVERNMENTAL AGREEMENT  
Between  
THE CITY OF LAFAYETTE, OREGON  
And  
CARLTON, OREGON  
For  
MUNICIPAL COURT JUDGE

WHEREAS, this agreement for the services of a municipal court judge is entered into pursuant to ORS Chapter 190; and

WHEREAS, the City of LAFAYETTE requires the services of a municipal court judge and the City of CARLTON has a judge whose services are not being utilized full time; now therefore, the parties agree as follows:

1. Term

The term of this agreement shall be from July 1, 2004 until June 30, 2005, unless sooner terminated under the provisions of this contract.

2. Judge's Services

The scope of Judge's services and time of performance under this contract shall be as follows:

- a. Perform services as Municipal Court Judge consistent with the provisions of the LAFAYETTE charter and code as well as all other relevant provisions of Oregon statutes as presently in effect or as may be amended, modified, or added hereafter.
- b. Preside at scheduled court sessions once per month for arraignments and trials of persons charged with minor traffic violations and municipal ordinance violations.
- c. Conduct legal research and issue findings and decisions in connection with such court cases.
- d. Establish policies regarding bail schedules, record keeping, and cases that may be processed by the court clerk, and issuing warrants when required.
- e. Respond to court related questions and requests and hold special court hearings (i.e. tow hearings, park exclusions, etc.) between court dates.
- f. Address other court related issues as may be agreed upon in writing by the parties.

3. Compensation

- a. Two hundred dollars (\$200) per month for providing services required by Section 2 of this agreement.
- b. LAFAYETTE agrees to pay said amount to Carlton on a monthly basis commencing in the month of July 2004.
- c. The amount provided in subsection (a) of this section shall not be paid if the Judge misses a scheduled court day. However, if LAFAYETTE cancels the scheduled court day, or asks that the Judge not attend the scheduled court day, then the amount shall be paid.

#### 4. Indemnity

LAFAYETTE will, to the extent permitted by law, hold harmless, defend and indemnify Carlton, its Councilors, employees and agents (including the Municipal Judge provided LAFAYETTE pursuant to this Agreement) against all claims, demands, actions and suits (including attorney's fees and costs) brought against any of them arising from the operation of LAFAYETTE's Municipal Court under this Agreement. LAFAYETTE further agrees to be solely responsible for all costs and fees associated with any appeal or challenge to a decision issued by the Judge while he/she is sitting in a judicial capacity for LAFAYETTE.

#### 5. Work is Property of LAFAYETTE

All work, including, but not limited to, documents, drawings, papers, computer programs, and photographs, performed or produced by the Judge under this contract shall be the property of LAFAYETTE.

#### 6. Law of Oregon

The laws of the State of Oregon shall govern the contract. Venue shall be in Yamhill County, Oregon.

#### 7. Records

Carlton shall retain all books, documents, papers, and records that are directly pertinent to this agreement for at least three years after LAFAYETTE makes final payment on this contract and all other pending matters are closed.

#### 8. Termination for Convenience

LAFAYETTE or Carlton may terminate all or part of this contract at any time for its own convenience by written notice to the other party. Upon termination under this paragraph, Carlton shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of LAFAYETTE's written notice of termination, whichever is earlier, plus Carlton's reasonable costs actually incurred in closing out the contract.

#### 9. Modification

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

#### 10. No Waiver of Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

#### 11. Attorneys Fees

If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees or, in the event of appeal, as allowed by the appellate court.

12. Mediation

Should any dispute arise between the parties regarding the terms of this Agreement or the terms of any exhibit or work or services covered hereby, it is agreed that such dispute may, if both parties agree, be submitted to a mediator prior to any litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Carlton, Oregon unless both parties agree otherwise.

13. Integration

This contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

Signed this 13th day of December 2004

THE CITY OF CARLTON

Katie Duet, Mayor

Date: Dec. 14, 2004

THE CITY OF LAFAYETTE

Ulise J. Ricks

Date: 11/12/04