

**FILE**  
AG-423-A

**INTERGOVERNMENTAL AGREEMENT**  
**Judicial Services**

Forest Grove/Cornelius Intergovernmental  
Agreement - Municipal Court Judge  
SAMPLE ONLY - may not be current.

**BETWEEN:** The City of Forest Grove, an Oregon municipal corporation ("Forest Grove")  
**AND:** The City of Cornelius, an Oregon municipal corporation ("Cornelius")  
**DATED:** December 6, 2004

**RECITALS**

A. WHEREAS, pursuant to the authority granted in their respective city charters and by Oregon Revised Statutes ("ORS") 221.336, Forest Grove and Cornelius each have established a municipal court; and

B. WHEREAS, pursuant to the authority granted in their respective city charters and by ORS 221.100, Forest Grove and Cornelius each have established the office of municipal judge ("Judge") for the city; and

C. WHEREAS, ORS 221.355 permits any city to enter into an agreement pursuant to ORS 190.010 with another city of the provision of judicial services;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Employment of Judge.** Forest Grove shall employ a Judge. Forest Grove shall have all the rights, duties and obligations of an employer under both state and federal law, and the Judge employed pursuant to this Agreement shall be an employee of the City of Forest Grove for all purposes. Nothing in this Agreement shall be deemed to create an employer-employee relationship between Cornelius and the Judge employed pursuant to this Agreement.

2. **Time Records.** By separate agreement, Cornelius and Forest Grove shall determine a schedule for apportioning the Judge's time between the two cities. The Judge shall be required to maintain daily time records indicating the amount of time spent on matters for each City. Completed time records for work performed shall be required to be submitted to Forest Grove on a date specified by Forest Grove, but no less frequently than once per month.

3. **Payment Terms.** On the basis of the completed time records, Forest Grove shall prepare a monthly invoice reflecting the amount of time spent by the Judge working on matters for Cornelius in the previous month. Within 30 days of receipt of the invoice, Cornelius shall reimburse Forest Grove for the Judge's time spent working on matters for Cornelius, at the rate of \$75 per hour, plus applicable payroll taxes.

4. **Effective Date; Termination.** This Agreement shall be effective upon signing by both parties, and shall be perpetual. This Agreement may be terminated by either party following 30 days' written notice to the other party. However, Cornelius may terminate this Agreement immediately in the event that Forest Grove terminates the Judge's employment without prior consent from Cornelius.

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5. In the event that legal action is instituted against the Judge or against a party to this Agreement for work performed within the scope of this Agreement, each party hereto agrees to hold harmless, indemnify and defend the other party against claims arising from or related to work performed in the indemnifying party's respective jurisdiction.

CITY OF FOREST GROVE, an Oregon  
municipal corporation

By: Michael J. Dyke  
Name: \_\_\_\_\_  
Its: City Manager

CITY OF CORNELIUS, an Oregon municipal  
corporation

By: M. R. Stone  
Name: \_\_\_\_\_  
Its: City Manager

**INTERGOVERNMENTAL AGREEMENT  
JUDICIAL SERVICES**

**BETWEEN:** The City of Forest Grove, an Oregon municipal corporation ("Forest Grove")  
**AND:** The City of Banks, an Oregon municipal corporation ("Banks")  
**DATED:** August 27, 2007.

**RECITALS**

A. WHEREAS, pursuant to the authority granted in their respective city charters and by Oregon Revised Statutes ("ORS") 221.336, Forest Grove and Banks each have established a municipal court; and

B. WHEREAS, pursuant to the authority granted in their respective city charters and by ORS 221.100, Forest Grove and Banks each have established the office of municipal judge ("Judge") for the city; and

C. WHEREAS, ORS 221.355 permits any city to enter into an agreement pursuant to ORS 190.010 with another city for the provision of judicial services.

NOW, THEREFORE, the parties mutually agree as follows:

**1. Employment of Judge.** Forest Grove shall employ a Judge. Forest Grove shall have all the rights, duties and obligations of an employer under both state and federal law, and the Judge employed pursuant to this Agreement shall be an employee of the City of Forest Grove for all purposes. Nothing in this Agreement shall be deemed to create an employer-employee relationship between Banks and the Judge employed pursuant to this Agreement.

**2. Time Records.** By separate agreement, Banks and Forest Grove shall determine a schedule for apportioning the Judge's time between the two cities. The Judge shall be required to maintain daily time records indicating the amount of time spent on matters for each City. Completed time records for work performed shall be required to be submitted to Forest Grove on a date specified by Forest Grove, but no less frequently than once per month.

**3. Payment Terms.** On the basis of the completed time records, Forest Grove shall prepare a monthly invoice reflecting the amount of time spent by the Judge working on matters for Banks in the previous month. Within 30 days of receipt of the invoice, Banks shall reimburse Forest Grove for the Judge's time spent working on matters for Banks at the rate that Forest Grove pays the Judge per hour plus application payroll taxes.

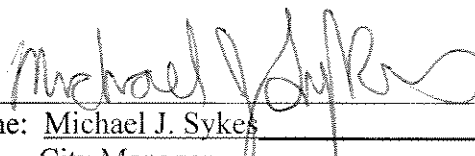
**4. Effective Date; Termination.** This Agreement shall be effective upon signing by both parties and shall be perpetual. This Agreement may be terminated by either party following 30 days' written notice to the other party. However, Banks may terminate this Agreement


immediately in the event that Forest Grove terminates the Judge's employment without prior consent from Banks.

**5. Hold Harmless.** In the event that legal action is instituted against the Judge or against a party to this Agreement for work performed within the scope of this Agreement, each party hereto agrees to hold harmless, indemnify and defend the other party against claims arising from or related to work performed in the indemnifying party's respective jurisdiction.

**CITY OF FOREST GROVE**  
An Oregon municipal corporation

**CITY OF BANKS**  
An Oregon municipal corporation

By:   
Name: Michael J. Sykes  
Its: City Manager

By:   
Name: James A. Haugh  
Its: City Manager