

2009-2010

INTERGOVERNMENTAL AGREEMENT

Between the City of La Pine and Deschutes County

The Agreement between the City of La Pine ("CITY"), a municipal corporation of the State of Oregon, and Deschutes County ("COUNTY"), a political subdivision of the State of Oregon.

RECITALS

WHEREAS, ORS 190.003 to 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, ORS 215.130 requires the CITY to apply the comprehensive plan, zoning regulations, and other land use ordinances of the COUNTY until such time that the CITY by Ordinance has provided otherwise; and

WHEREAS, the CITY desires a contractual relationship with the COUNTY whereby the COUNTY will be responsible for administering land use provisions, processing land use applications, issuing land use permits, and tending to other related planning matters on behalf of the CITY; and

WHEREAS, the CITY and the COUNTY desire to provide excellent public service to their citizens and accomplish this goal in the most effective and efficient manner.

NOW, THEREFORE, it is agreed by the parties as follows:

1. **INCORPORATION OF RECITALS**

1.1 The Recitals contained herein are true and accurate and incorporated herein.

2. **EFFECTIVE DATE AND TERM**

2.1. The services set forth herein shall commence upon execution of this Agreement, and shall continue to the end of the fiscal year on June 30, 2010..

2.2. The services set forth in this agreement may terminate on an earlier date if the CITY provides by ordinance that the COUNTY comprehensive plan and ordinances designed to carry out the plan do not apply to the area within the boundaries of the CITY.

2.3. If either party intends to terminate this Agreement prior to the termination date in Section 2.1., that party shall provide to the other party written notice sixty (60) days prior to the termination date.

2.4. If the Agreement is not so terminated, it shall be automatically extended for a subsequent one-year term, and either party may terminate this Agreement by giving six (6) months prior notice of intent to terminate.

2.5. Either party may terminate the Agreement upon thirty (30) days notice for breach of the Agreement including non-payment of fees appropriately due, provided the breach is not cured during the 30-day period.

3. PLANNING PERMITTING SERVICES

- 3.1. The CITY hereby agrees to retain the COUNTY for, and the COUNTY hereby agrees to provide, planning services as mutually agreed upon by both the CITY and the COUNTY.
- 3.2. The COUNTY staff shall process land use applications pursuant to the comprehensive plan, zoning, partitioning and subdivision provisions applicable to the CITY.
- 3.3. The processing of land use applications include reviewing, making recommendations and issuing decisions on development actions and land use applications and the following services.
 - 3.3.1. Conduct all pre-application meetings and respond to substantive inquiries regarding specific development proposals;
 - 3.3.2. Receive all land use applications and accompanying fees, and provide the CITY Manager, or designee, with a monthly report of all applications;
 - 3.3.3. Create and maintain all land use applications files until transferred to the CITY;
 - 3.3.4. Review all land use applications for completeness and notify applicants and the CITY Manager, or designee, accordingly;
 - 3.3.5. Notify the public as required by state and applicable local provisions;
 - 3.3.6. Circulate and compile requests for comments from CITY manager, or designee, and COUNTY departments until formation and operation of CITY departments.
 - 3.3.6.1. When CITY departments become operational, the CITY shall notify the COUNTY in writing to forward all comment requests to the applicable CITY departments;
 - 3.3.7. Prepare staff reports for land use applications and provide copies of same to the CITY Manager, or designee;
 - 3.3.8. Provide presentations for CITY Council meetings as needed;
 - 3.3.9. Prepare Hearings Officer and CITY Council packets;
 - 3.3.10. Attend meetings of the CITY Council, as required;
 - 3.3.11. Issue appropriate notices to state and regional agencies, including the Oregon Department of Land Conservation and Development, as required by state and local laws, and provide copies of same to the CITY Manager, or designee;
 - 3.3.12. Issue decisions on administrative applications.
 - 3.3.13. Review and make recommendations to the Hearings Officer and CITY Council on all quasi-judicial applications.

- 3.3.14. Other related tasks specifically requested by the CITY and agreed to in writing by the COUNTY.
- 3.4. The Deschutes County Hearings Officer shall review and decide CITY administrative actions in accordance with the requirements of the Deschutes County Procedures Ordinance (Deschutes County Code ("DCC") Title 22).
- 3.5. The COUNTY shall perform public services tasks including, but not limited to, responding to land use and other planning inquiries, dispersing related informational handouts and materials, and evaluating and approving land use compatibility statements.
- 3.7. The COUNTY shall provide the CITY Manager, or designee, monthly reports of land use applications relating to properties within the CITY.
- 3.8. The COUNTY shall follow the procedures specified in DCC Title 22 to process all land use decisions except that the CITY COUNCIL shall act in any role where the Board of County Commissioners is given approval or review authority and subject to the requirements of ORS 227.178.
- 3.9. Until such time as the CITY establishes a Planning Commission, the County Planning Commission shall be and is authorized to serve as the Planning Commission for the CITY for Planning Commission actions specified in DCC Title 22 and DCC Title 18.

4. BUILDING PERMITTING SERVICES

- 4.1. The COUNTY shall retain responsibility for Building Services, as prescribed in the Oregon Revised Statutes (ORS Chapter 455), until such time the City elects to assume this responsibility.
- 4.2. The CITY shall provide a minimum thirty (30) days notice of intent to assume these responsibilities.

5. METHOD OF COMPENSATION

- 5.1 COUNTY's compensation for services rendered by the COUNTY Planning Department on behalf of the CITY under this agreement, including Hearings Officer, and by the Building Services Division, through June 30, 2010 shall consist of fees received for such services from applicants, based upon County's adopted fee schedule.
- 5.2 Transportation vehicle expenses for hearings, either before the Council or by the Hearings Officer, held in the City of La Pine will be reimbursed according to invoices submitted by the COUNTY to the CITY.
- 5.3 Invoices, in sufficient detail to reflect 5.2, presented in connection with this agreement are due and payable within thirty (30) days of receipt.
- 5.4 All charges will be billed monthly.

6. ATTORNEY FEES

6.1. In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

7. AMENDMENT

7.1 This agreement may be amended within its current term or any successive term by the joint agreement of the parties.

7.2 To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

8. HOLD HARMLESS

8.1. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the CITY shall hold harmless and indemnify COUNTY, its officers, employees and agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the COUNTY's performance of this agreement when the loss or claim is attributable to the acts or omissions of the CITY.

8.2. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, COUNTY shall hold harmless and indemnify CITY, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney fees and costs) arising out of or resulting from COUNTY's performance of this agreement when the loss or claim is attributable to the acts or omissions of COUNTY.

9. SEVERABILITY

9.1 COUNTY and CITY agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

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IN WITNESS THEREOF, the respective parties have cause to be signed in their behalf to make and enter into this Agreement.

DATE: _____, 2009

DATE: _____, 2009

CITY OF LA PINE, OREGON

By _____
KITTY SHIELDS, Mayor

FOR DESCHUTES COUNTY

*See previous
page - JK*

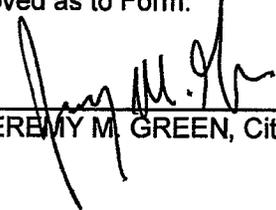
DAVE KANNER
County Administrator

ATTEST:

By _____
LUANA DAMERVAL, City Recorder

Approved as to Form:

Reviewed:

By: 
JEREMY M. GREEN, City Attorney

By: _____
Laurie Craghead,
Assistant Legal Counsel .

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IN WITNESS THEREOF, the respective parties have cause to be signed in their behalf to make and enter into this Agreement.

DATE: 6/24, 2009

CITY OF LA PINE, OREGON

DATE: 6/29, 2009

DESCHUTES COUNTY, OREGON

By Kitty Shields
KITTY SHIELDS, Mayor

FOR DESCHUTES COUNTY

Dave Kanner

DAVE KANNER
County Administrator

ATTEST:

By Luana Damerval
LUANA DAMERVAL, City Recorder

Approved as to Form:

Reviewed:

By: _____
JEREMY M. GREEN, City Attorney

By: Laurie Craghead
Laurie Craghead,
Assistant Legal Counsel