



RESOLUTION NO. 7036

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF LEBANON FOR JAIL SERVICES.

WHEREAS, Linn County has provided jail services to the City of Albany since 1989 by intergovernmental agreement (IGA); and

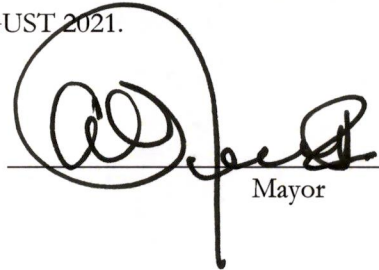
WHEREAS, during the COVID-19 pandemic, Linn County was unable to provide jail services to the City of Albany due to reduced operations; and

WHEREAS, the City of Albany needs jail space to address offenders who continue to break the law and have multiple convictions; and

WHEREAS, the City of Lebanon has offered to provide the City of Albany with jail services by entering into an IGA, allowing for two beds per day, regardless of use, for \$47,450.00 per year.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the City Manager and Finance Director execute an intergovernmental agreement with the City of Lebanon for jail services (Attachment A).

DATED AND EFFECTIVE THIS 11TH DAY OF AUGUST 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



**INTERGOVERNMENTAL AGREEMENT  
CITY OF LEBANON AND CITY OF ALBANY  
FOR JAIL SERVICES**

PARTIES

This AGREEMENT is made and entered into by and between CITY OF ALBANY, a municipal corporation of the State of Oregon, 333 Broadalbin Street SW, Albany, Oregon 97321, (hereinafter referred to as "ALBANY") and CITY OF LEBANON, a municipal corporation of the State of Oregon, 925 S Main Street, Lebanon, OR 97355, (hereinafter referred to as "LEBANON"), and collectively referred to as the "PARTIES", or individually as "PARTY".

RECITALS

1. WHEREAS, ORS 190.007 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city charter; and
3. WHEREAS, ORS 190.010 provides that a unity of local government may enter into a written agreement with any other unity or units of local government for the performance of any or all functions and activities that a PARTY to the Agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, pursuant to the ALBANY's police power it is required that certain city Adults in Custody be confined in a correctional facility to ensure appearance in court, as well as after a sentence has been imposed, according to the provisions of the laws of the state of Oregon and the ordinances of the City of Albany. Pursuant to ORS 169.030 the city shall either provide a local correctional facility, or by agreement provide for one; and
5. WHEREAS, for the purposes of this Agreement, "City Adults in Custody" means any Adult in Custody who is brought to the jail as a result of being charged with, or convicted of, an offense being prosecuted through Albany's Municipal Court; and
6. WHEREAS, it is recognized that LEBANON's jail space is a limited, finite resource that is used by LEBANON as a correctional facility consistent with ORS 169.030; and
7. WHEREAS, in an effort to further economy and efficiency, the PARTIES hereto wish to cooperatively support the sharing of jail space in LEBANON for Adults in Custody from ALBANY; and

8. WHEREAS, the PARTIES wish to establish this collaborative agreement to ensure continued consideration of opportunities for cooperation which may arise.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

## AGREEMENTS

### **Article 1: Term and Time of Performance**

The term of this Agreement shall become effective upon the final signature of the PARTIES and shall remain in effect until it is terminated by mutual agreement of the PARTIES. This Agreement shall be reviewed annually.

The PARTIES acknowledge that the LEBANON Jail may shut down for one (1) week, per year for annual maintenance.

### **Article 2: LEBANON - Scope of Responsibilities**

1. Continue operation, maintenance, and control of the Jail for all ALBANY Adults in Custody who are accepted by LEBANON into the Jail. All expenses incurred in the operation and maintenance of the Jail shall be borne by LEBANON, except as provided herein.
2. Consult with ALBANY, from time to time, with regard to operation of the Jail and consider any reasonable request from ALBANY.
3. Submit monthly itemized billings/invoices to ALBANY for any prescriptions or minor costs incurred outside the daily use fee. Include the Adult in Custody's name, date(s) of incarceration, book-in and release times, and charge(s) under which the person was incarcerated. The monthly itemized billing will further show a total amount owing for each month.
4. Maintain documentation which properly reflects costs expended for items listed in Article 2.3. Documentation may be inspected by ALBANY upon request. LEBANON will maintain the documentation for two (2) years after termination of this Agreement.
5. No later than the 10th of the following month, submit an itemized monthly daily use statement that reflects the Albany Municipal Court Adult in Custody's name, date(s) of incarceration, book-in and release dates and times, and charge(s) under which the person was incarcerated. The statement should be emailed directly to the Albany Municipal Court Supervisor, who will distribute to the Albany Municipal Court Judge, the Albany City Attorney, the Albany Finance Director or their assigned agent, and the Albany Police Chief or their assigned agent.
6. Comply with the provisions of all federal, state, and local laws and ordinances that are applicable to the performance of this Agreement.

7. Provide humane treatment for all inmates.
8. Provide all routine medical care and service customarily provided by corrections staff within the Jail.
9. Provide medical services for ALBANY Adults in Custody injured while incarcerated within the Jail.
10. Notify Albany Police Chief or shift supervisor of any injury or illness involving ALBANY Adults in Custody which could result in medical care expenses for ALBANY. Notification shall be made as soon as practical after any necessary emergency medical care that has been administered.
11. Release Adults in Custody, if necessary, for medical or dental services at LEBANON's discretion.
12. Release Adults in Custody upon request by Albany's Municipal Court Judge if an early release is required.
13. Provide bus passes to released Adults in Custody for transportation to medical or dental services.
14. Contact Albany Municipal Judge or Albany Police Shift Supervisor for decisions to release Adults in Custody after regular business hours.

**Article 3: ALBANY - Scope of Responsibilities**

1. In addition to the two jail bed rentals, ALBANY will bear the cost of all prescription drugs and non-routine medical and dental care provided to ALBANY Adults in Custody (ORS 169.152).
2. Utilize all non-incarcerate alternatives to bringing defendants into the Jail whenever practical.
3. Submit payment to LEBANON monthly for any prescriptions or minor costs incurred outside the daily use fee as shown on LEBANON billings/invoices.
4. When a non-contract agency has a charge(s) pending on the same Adult in Custody or there are concurrent charges in a state court, the contract agency will not be billed until such time as the non-contract agency releases its interest in the Adult in Custody and/or the state charges are released.
5. Use video and/or telephonic arraignment or pretrial conferences in accordance with a mutual satisfactory schedule made between the PARTIES.

6. Transport Adults in Custody to and from LEBANON jail if an in-person meeting is requested by the Albany Municipal Court Judge.
7. Acknowledge that LEBANON may not medically be able to hold some Adults in Custody.
8. Provide or compensate LEBANON for bus passes given to Adults in Custody to use for transportation to medical or dental services.

**Article 4: Notifications**

<p><b>LEBANON Contact:</b></p> <p>Lebanon Police Dept.          Kim Hyde, Police Captain          40 N 2nd St, #100          Lebanon, OR 97355          541-451-1751  <a href="mailto:Khyde@ci.lebanon.or.us">Khyde@ci.lebanon.or.us</a></p>	<p><b>ALBANY Contact:</b></p> <p>Albany Police Dept.          Brad Liles, Police Captain          2600 Pacific Blvd SW          Albany, OR 97321          541-917-3234  <a href="mailto:Brad.Liles@cityofalbany.net">Brad.Liles@cityofalbany.net</a></p>
--	--

**Article 5: Compensation**

Unless amended, the maximum not-to-exceed compensation payable to LEBANON under this Agreement is \$47,450.00 per year (\$65.00 per day per bed for two (2) beds, regardless of use), plus the reimbursable costs identified in Article 2.3 and Article 3.8. LEBANON will provide ALBANY with an invoice covering daily use and reimbursable costs for the prior month and ALBANY will submit payment monthly to LEBANON for the amount invoiced. Discrepancies should be resolved within 15 days of invoice receipt. The maximum compensation may be increased only by written amendment of this Agreement which is signed by all PARTIES and with all required State approvals.

**Article 6: Change or Modification**

This Agreement contains the entire agreement between the PARTIES hereto and supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the PARTIES, either oral or written. Any PARTY to this Agreement may from time to time request changes in the scope of the agreement as set forth herein. No change, modification, or waiver of any provision in this Agreement shall be valid or binding upon the PARTIES except upon written amendment executed by all of the PARTIES.

**Article 7: Transfer of Interest**

No PARTY to this Agreement shall assign or transfer any interest in or duty under this Agreement without the written consent of the other PARTY, and no assignment shall be of any force or effect whatsoever unless and until the other PARTY shall have so consented in writing.

### **Article 8: Indemnity**

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each PARTY to this Agreement shall be solely responsible for its own actions and/or failure to act and shall indemnify and hold the other PARTY harmless from any liability, cost or damage arising there from. Provided, however, that neither PARTY shall be required to indemnify the other for any claim, loss or liability arising solely out of the wrongful act of the other's officers, employees or agents. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

### **Article 9: Insurance**

ALBANY and LEBANON shall obtain and at all times keep in effect, comprehensive general liability insurance, property damage insurance, and workers' compensation covering each respective PARTY's own acts and omissions under this Agreement. The PARTIES may satisfy these requirements in any manner allowed by ORS 30.270 or ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specific in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the PARTY's insurance policy referred to in this paragraph, the PARTY, as applicable, shall immediately notify the other PARTY verbally and in writing. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

### **Article 10: Severability**

Invalidation of any term or provision herein by judgment or court order shall not affect any other provisions that remain in full force and effect.

### **Article 11: Termination/Withdrawal**

Any PARTY may request termination/withdrawal of this Agreement for any reason with 30 days written notice to the other PARTY. Each PARTY shall continue to carry out the provisions of this Agreement during the period after the giving of notice to the effective date of termination/withdrawal.

### **Article 12: Operations of Agreement**

In any decisions regarding the operations of this Agreement, it is the intent of both PARTIES hereto that the specific provisions of this Intergovernmental Agreement shall govern. Decisions necessary to implement this Agreement that are not covered by the specific provisions of this Agreement shall require the agreement of both PARTIES. Such agreement shall be provided through their designated representatives. In the event that the PARTIES do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the respective PARTIES to this Agreement for resolution. Those officers will meet and make a decision regarding this matter. In the event that the chief executive officers are unable to agree, then the issue will be processed in accordance with Article 13.

**Article 13: Disagreement/Arbitration**

In the event the PARTIES to this Agreement are unable to agree, as specified in Article 12, either PARTY may apply to the presiding judge of Linn County requesting the appointment of a neutral arbitrator. The arbitrator thus selected shall establish the procedures for arbitration of the dispute and his/her decision shall be final. The PARTIES shall share equally in all arbitration fees and costs.

**Article 14: Attorneys' Fees**

In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing PARTY shall recover, and the losing PARTY shall pay the prevailing PARTY court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the PARTY prevailing on appeal.

IN WITNESS WHEREOF, the PARTIES have herewith executed their signatures.

**CITY OF LEBANON, OREGON**

**CITY OF ALBANY, OREGON**

\_\_\_\_\_  
Frank Stevenson, Police Chief

\_\_\_\_\_  
Jeanna Yeager, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Brewer, Interim City Manager

\_\_\_\_\_  
Peter Troedsson, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Tre Kennedy, City Attorney

\_\_\_\_\_  
M. Sean Kidd, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date