



RESOLUTION NO. 7067

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LINN COUNTY SHERIFF'S OFFICE FOR ANIMAL CONTROL

WHEREAS, Albany Police Department community service officers respond to complaints concerning dogs running at large within the city; and

WHEREAS, the Albany police department will pick up stray and abandoned dogs; and

WHEREAS, the Linn County sheriff's office is responsible for regulating dogs and collecting revenues from the sale of licenses and redemption of impounded dogs; and

WHEREAS, the Linn County sheriff's office is responsible for patrolling impounded dogs and operating the animal shelter; and

WHEREAS, collaboration between the Albany police department and Linn County sheriff's office is needed to provide the necessary animal control services within the city of Albany.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany police chief execute an intergovernmental agreement to establish a partnership with the Linn County sheriff's office for animal control. (Attachment A)

DATED AND EFFECTIVE THIS 15TH DAY OF DECEMBER 2021.

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Mayor

ATTEST:

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City Clerk



**INTERGOVERNMENTAL AGREEMENT  
CITY OF ALBANY AND LINN COUNTY  
FOR ANIMAL CONTROL**

PARTIES

This Agreement is made and entered into by and between City of Albany, ("City"), a municipal corporation of the State of Oregon, 333 Broadalbin Street SW, Albany, Oregon 97321, for the Albany Police Department, ("APD"), and Linn County, a political subdivision of the State of Oregon, ("County"), acting by and through the Linn County Sheriff's Office, 1115 SE Jackson Street, Albany, Oregon 97322, ("LCSO"), 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 or county charter; and
3. WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit 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, the County has the primary responsibility to regulate dogs in accordance with ORS 609.010 to 609.110 to collect revenues from the sale of licenses and the redemption of impounded dogs, operate patrols to impound dogs running at large, and operate an animal shelter; and
5. WHEREAS, the City and the County recognize the hazards that may be created by dogs running at large and the desirability of providing an enforcement program to supplement the service provided by the County; and
6. WHEREAS, the County requires the work and services described herein, and the City agrees to perform all the work and services described herein; and
7. WHEREAS, in an effort to further economy and efficiency, the Parties hereto wish to cooperatively support the sharing of animal control to the City and County.

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

AGREEMENT

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

The term of this Agreement shall become effective upon the last signature of the Parties and shall remain in effect until it is terminated. This Agreement shall be reviewed annually.

**Article 2: County LCSO Responsibilities**

- 2.1 Collect and retain all revenues received from the imposition of dog license fees from City residents.
- 2.2 Accept dogs that have been taken into custody as strays or in violation of municipal ordinances by the city and delivered to the Linn County Animal Shelter.
- 2.3 Accept custody of dogs brought to the Linn County Animal Shelter during regular operating hours by residents of the city who have taken such dogs into custody as strays.
- 2.4 Retain custody of those dogs brought to the Linn County Animal Shelter for a reasonable period of time as shall be established by the procedures of the County; and if at the end of said reasonable time the animal has not been claimed, it will be disposed of under prescribed procedures, which includes sale or euthanasia of the animal.
- 2.5 Accept deceased animals removed from public rights-of-ways within the city and dispose of the carcasses.
- 2.6 Collect approved fees and charges for services to private individuals who are residents of Linn County without charge to the City.
- 2.7 Comply with the provisions of all federal, state, and local laws and ordinances that are applicable to the performance of this Agreement.

**Article 3: City APD Responsibilities**

- 3.1 The City shall maintain the services of a Community Service Officers (CSO) that respond to complaints concerning animals running at large within the city.
- 3.2 The City will provide the following services:
  - Respond to complaints by citizens concerning stray or abandoned dogs.
  - Pick up stray and abandoned dogs and deliver to Linn County Animal Shelter.
  - Issue warnings or citations to violators of the Municipal Dog Control Ordinance.
  - Pick up and transport dead animals that are found in public rights-of-way within the city.
  - Deliver dead animals and impound live dogs to the Linn County Animal Shelter.
  - Enforce local ordinances or state law pertaining to dogs including prosecution for violations.

**Article 4: Mutual Responsibilities**

The Parties agree to collaborate, coordinate, and communicate to foster the safety and security of the Parties and the public.

**Article 5: Compensation**

Unless amended, the maximum not-to-exceed compensation payable to the City under this agreement is \$5,000 per year for equipment replacement related to dog enforcement. Such equipment could include catch-poles, dog crates, leashes or other similar items. Vehicle costs, vehicle maintenance or personnel costs will not be reimbursed. City will provide County with an invoice annually and County will submit payment to the City for the amount invoiced. The maximum compensation may be increased only by written amendment of this Agreement which is signed by all Parties and with all required governing board approvals.

**Article 6: Invoice, Payment, and Notification**

The City will invoice the County annually for animal control services. Payment of invoices is subject to County's review and approval. In the event there is a billing discrepancy, the County shall immediately notify City of such discrepancy; and, if City is in agreement, the Parties will annotate and correct their versions of the invoice and the adjusted amount shall be due to City. Invoices shall be paid within thirty (30) days from the date invoice is received by the County.

The following addresses will be used for invoices, payment and notifications.

Linn County Sheriff's Office  
Patrol Captain  
1115 SE Jackson Street  
Albany, Oregon 97322

City of Albany  
Finance Department  
P.O. Box 490  
Albany, OR 97321

**Article 7: Integration and Amendments**

This Agreement contains the entire agreement, including exhibits (if applicable), 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 request changes 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 8: 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 9: Indemnification**

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 7 of the Oregon Constitution, each Party to this Agreement shall be solely responsible for its own actions, omissions or negligence and shall indemnify and hold the other Party harmless from any liability, claims, losses, injury, demand, expenses, or lawsuits arising therefrom. 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, board members, employees, agents, and other representatives. The provisions of this Paragraph shall survive the expiration or sooner termination of this Agreement.

**Article 10: Insurance**

Each Party shall obtain and at all times keep in effect adequate levels of liability insurance or self-insurance for liability arising out of the acts, omissions or negligence of the respective Party's officers, board members, employees and agents under this Agreement. The Parties may satisfy these requirements in any manner allowed by 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 30.269. 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 11: Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable.

**Article 12: Discrimination**

The Parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by City or County.

**Article 13: Termination/Withdrawal**

Any Party may request termination/withdrawal of this Agreement for any reason upon thirty (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. In the event of termination, County shall pay City for services performed under the agreement prior to the date of termination.

**Article 14: 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 15.

**Article 15: Disagreement/Arbitration**

In the event the Parties to this Agreement are unable to agree, as specified in Article 14, 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 16: 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.

**Article 17: Compliance with Applicable Laws**

The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to work performed under this Agreement.

INTERGOVERNMENTAL AGREEMENT SIGNATURE PAGE:

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

**BOARD OF COMMISSIONERS FOR LINN COUNTY**

\_\_\_\_\_  
Will Tucker, Commissioner

\_\_\_\_\_  
Roger Nyquist, Commissioner

\_\_\_\_\_  
Sherrie Sprenger, Commissioner

\_\_\_\_\_  
Date

**LINN COUNTY**

\_\_\_\_\_  
Jim Yon, Linn County, Sheriff

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gene Karandy, Linn County, County Counsel

\_\_\_\_\_  
Date

**CITY OF ALBANY**

\_\_\_\_\_  
Marcia Harnden, Police Chief

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date