

**INTERGOVERNMENTAL AGREEMENT
BETWEEN YAMHILL COUNTY AND THE CITY OF YAMHILL
REGARDING DOG CONTROL LICENSING REVENUE**

This intergovernmental agreement is between Yamhill County, a political subdivision of the State of Oregon ("County"), and the City of Yamhill, a municipal corporation ("City").

RECITALS:

- A. The City of Yamhill operates its own police department, and does not contract with the Yamhill County Sheriff's Office for police services.
- B. Until recently, the Yamhill County Sheriff's Office provided dog control services to the City of Yamhill and its residents. The Sheriff's Office ceased providing dog control services to the City and its residents in 2017.
- C. At this time, pursuant to ORS 609.100 and County ordinance, the County continues to license dogs throughout Yamhill County, including within the jurisdictional boundaries of City. Except within Yamhill County cities that contract with the Sheriff's Office for police services, cities within Yamhill County, including the City of Yamhill, currently perform dog control functions within their own jurisdictional boundaries.
- D. The purpose of this agreement is to equitably distribute dog control licensing revenue collected by and on behalf of the County, between the County and City, to compensate County for administrative costs associated with the licensing program, and to provide revenue to the City for performing dog control functions within the jurisdictional boundaries of the City.

NOW, THEREFORE;

IT IS HEREBY AGREED BY THE COUNTY AND THE CITY AS FOLLOWS:

- 1. This agreement is entered into between the parties under ORS Chapter 190 governing intergovernmental agreements.
- 2. For the term of this agreement, the City agrees to enforce its own dog control ordinance or ordinances, as well as licensing requirements adopted by the County, within the jurisdictional boundaries of the City.
- 3. The County agrees to continue operating its dog licensing program, and to collect licensing fees from all dog owners and keepers residing in Yamhill County, as specified in the County's Dog Control Ordinance.

4. The County agrees to continue collecting dog license fees from dog owners and keepers residing in Yamhill County, including dog owners and keepers residing within the jurisdictional boundaries of the City.

5. The County agrees to remit to the City 75 percent of all licensing revenue collected from dog owners and keepers residing within the jurisdictional boundaries of the City, and to retain 25 percent of such revenue. Payments shall be calculated and made at the end of each quarter in which dog license fees are collected, by County to City.

6. To the extent permitted by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify and hold harmless the other party from all claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this agreement. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.

7. This Agreement may be amended by both parties in writing. No changes to or waivers of provisions of this Agreement will be valid unless they have been reduced to writing and signed by both parties.

8. Both parties shall retain records of services provided under this Agreement for (i) three years after the end of the fiscal year during which they were created; or (ii) any longer period required by law or to complete any audit or resolve pending audit findings.

9. County, through its Sheriff's Office, shall provide reasonable access to the books, documents, papers and records of County and any subcontractor that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts or transcripts.

10. This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements or representations, oral or written, regarding this Agreement, that are not specified in this Agreement.

11. This Agreement may be terminated immediately at any time by mutual written consent of both parties or by either party upon thirty (30) days written notice. In addition, either party may terminate this Agreement effective immediately upon receipt of written notice to the other party under any of the following conditions:

- a. Any party breaches any duty, term, or condition of this Agreement; or
- b. Either party commits a fraud or misrepresentation upon the other party.

Following termination, this agreement shall continue to apply to all revenue previously collected by the County and owed to the City under the terms of this Agreement.

This agreement is retroactively effective as of October 1, 2017.

DONE at McMinnville, Oregon on the dates specified below.

CITY OF YAMHILL

YAMHILL COUNTY

By: Lori Gilmore
Lori Gilmore
City Recorder/Treasurer

By: Mary Starrett
Mary Starrett
Chair, Yamhill County Board of
Commissioners

Date: May 10, 2018

Date: 5/31/18

FORM APPROVED BY:

Timothy S. Sadlo
Timothy S. Sadlo
Senior Assistant County Counsel