



# BOARD OF COMMISSIONERS

## Agenda Item Summary

Agenda Category: Agreements

Item No:

**Date:** June 30, 2020

**Originating Department:** County Counsel

**Issue:** Letter of Agreement between County Counsel and D.A.'s office for Animal Control services.

**Background:** Klamath County Animal Services and Dog Control are tasked with enforcing local ordinances and state statutes. These enforcement activities generate various legal questions and often require appearances in Circuit Court. Many of the Animal Control cases involve a related criminal case in the Office of the District Attorney that employs Deputy District Attorneys who have developed expertise in legal matters related to Animal Control issues. County Counsel has funds budgeted to hire outside counsel and the Klamath County District Attorney has indicated that she will name a primary point of contact to handle or coordinate legal issues/questions and necessary courtroom representation of Klamath County Animal Control.

**Fiscal Impact:** \$6,000 per fiscal year beginning July 1, 2020 and ending on June 30, 2021.

**Recommended Motion:** Approve the Letter of Agreement between County Counsel and D.A.'s office for Animal Control services and authorize County Counsel to sign the agreement. Fiscal impact: \$6,000 per fiscal year beginning July 1, 2020 and ending on June 30, 2021.

DONE AND DATED this 30<sup>th</sup> Day of June, 2020.

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Chair

Approved

Denied

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Vice-Chair

Approved

Denied

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Commissioner

Approved

Denied

## ANIMAL CONTROL REPRESENTATION

### LETTER AGREEMENT

Between Klamath County Counsel  
And  
Klamath County District Attorney

Whereas Klamath County Animal Services and Dog Control are tasked with enforcing local Ordinances and state statutes:

Whereas said enforcement activities generate various legal questions and often require appearances in Circuit Court:

Whereas, the Klamath County Counsel's office, having one attorney and one paralegal, is not able to devote the time necessary to handle said questions and appearances;

Whereas many of the Animal Control cases involve a related criminal case in the Office of the District Attorney;

Whereas there are no conflicts of interest between the Office of the District Attorney and Klamath County Counsel in those cases in which there is mutual participation;

Whereas the Klamath County District Attorney's Office employs Deputy District Attorneys who have developed expertise in legal matters related to Animal Control issues;

Whereas Klamath County Counsel has funds budgeted to hire outside counsel; and

Whereas the Klamath County District Attorney has indicated that she will name a primary point of contact to handle or coordinate legal issues/questions and necessary courtroom representation of Klamath County Animal Control.

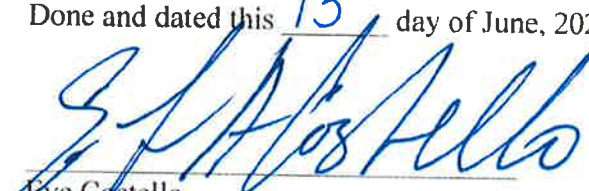
NOW, THEREFORE the parties agree as follows:

1. The District Attorney will make a point of contact Deputy District Attorney available to field the routine enforcement related legal questions of Animal Control Officers and to make necessary appearances in Circuit Court as either the District Attorney or the Deputy District Attorney deem necessary.
2. In all instances in which the Deputy District Attorney provides legal advice to or representation of Animal Services and Dog Control, he or she will be acting on behalf of Klamath County Counsel.

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ANIMAL CONTROL REPRESENTATION  
LETTER AGREEMENT  
Klamath County Counsel &  
Klamath County District Attorney

3. In those cases in which the Office of the District Attorney has filed a criminal case concerning animal abuse or neglect and Klamath County seeks forfeiture, a deposit or any other relief
  - a. Klamath County Counsel shall prepare all pleadings necessary to affect any Order or Judgment that the County seeks.
  - b. A Deputy District Attorney shall represent the County on behalf of County Counsel.
4. This Agreement does not require the Deputy District Attorney to make any appearances in Justice Court.
5. Klamath County Counsel shall cause the District Attorney's office to be paid in the amount of \$500 monthly effective July 1, 2020 through June 30, 2021.
6. This agreement will continue until terminated by either party.
7. This agreement replaces all previous agreements.

Done and dated this 15 day of June, 2020

  
Eve Costello  
Klamath County District Attorney

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Marcus M. Henderson  
Klamath County Counsel