

Agenda No. 517

ORDINANCE NO.

Authorize an Intergovernmental Agreement with the Multnomah County Department of Health Services for enforcement activities of specified animal regulations in amount not to exceed \$65,446 in FY 2021-22 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Under City of Portland, Title 13 Bees and Livestock, Portland residents may keep bees and livestock in an urban environment under certain circumstances and in a manner that supports the health and safety of people and animals, and reduces animal-related nuisances such as vermin, smells, noise, and property damage.
2. The City of Portland, Title 13 Bees and Livestock states that it shall be the responsibility of the Director of Bureau of Planning and Sustainability, or the director's designee (Project Manager), to enforce the provisions of this title.
3. The City of Portland Bureau of Planning and Sustainability had a public comment period to review the Administrative Rules from March 19 through April 8, 2021 and held a public hearing for input and comments about the Rules. No oral comments were received, and the Rules were finalized on April 27, 2021.

Introduced by

Commissioner Rubio

Bureau

Planning & Sustainability

Prepared by

Pam Neild

Date Prepared

May 14, 2021

Requested Council Date

June 30, 2021

Requested Agenda Type

Consent

Date Filed with Clerk

June 22, 2021

4. The City agrees to provide financial support to Multnomah County for efforts related to enforcing the specified animals title.
5. The FY 2021-22 budget includes funding in the General Fund Special Appropriations for the above intergovernmental agreement.

NOW, THEREFORE, the Council directs:

- A. The Mayor is hereby authorized to execute an intergovernmental agreement with Multnomah County Department of Health Services in a form substantially similar to the agreement attached as Exhibit 1, for the purpose described in Section 1 in the amount up to \$65,446.
- B. The Director of the Bureau of Planning and Sustainability or designee is hereby authorized to sign amendments for continuing data management and reporting.

Passed by Council:

MARY HULL CABALLERO
Auditor of the City of Portland

Action Taken:

By

Deputy

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“IGA”), authorized pursuant to ORS 190.110 et. seq., is by and between Multnomah County (“County”) and the City of Portland (“City”).

Purpose:

The purpose of this IGA is for the City to reimburse the County for costs associated with enforcement activities for possible violations to Title 13, Bees and Livestock. Under Title 13, specified animals include bees or livestock, including but not limited to fowl, horses, mules, burros, asses, cattle, sheep, goats, llamas, emu, rabbits, swine, or other farm animals excluding dogs and cats.

For the purposes of this IGA the term days refers to business days.

The parties agree as follows:

- A. Term. The term of this agreement is one year and shall become effective July 1, 2021 through June 30, 2022.
- B. Contract Value. Will not to exceed \$65,446 for FY21-22.
- C. Responsibility of Bureau of Planning and Sustainability (BPS). BPS agrees to:
 1. Provide database content in Excel format;
 2. Manage Title 13 website content;
 3. Organize a bi-annual meeting to review Enforcement Activity Reports, invoicing and to discuss necessary updates to the website; and
 4. Be available to County staff as needed to help resolve possible Title 13 violations.
- D. Responsibilities of County. The County agrees to:
 1. Manage the City’s Title 13 Code enforcement and to conduct property site visits to resolve possible Title 13 violation(s);
 2. Resolve cases within six months of initial contact, per Exhibit B;
 3. Send enforcement officer to bi-annual meetings;
 4. Respond to emails from City within 5 days;
 5. Complete and submit to the City Project Manager the Title 13 Enforcement Invoice, attached as Exhibit A, on a quarterly basis;
 6. Complete and submit to the City Project Manager the Title 13 Activity Report, attached as Exhibit B, on a bi-annual basis;
 7. Collect all civil penalties to defray costs of administering this Title;
 8. Prosecute and defend appeals to the City’s Hearing Office; and
 9. Email website content update requests to the City’s Project Manager.

- E. Payment Procedure.
1. Due to the Special Appropriations fiscal year funding, Multnomah County shall invoice all services provided each quarter to the City of Portland on or before June 25th. Failure to submit invoices by June 25th will result in nonpayment.
 2. The County will bill an hourly rate of \$75.00 (FY 21-26) equivalent, in quarter hour increments, for County staff time.
- F. Amendments. The City Project Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase City's financial cost. Increases to the amount of funding provided under this IGA amount must be approved by the City Council.
- G. Oregon Law and Forum. This IGA shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this IGA or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- H. Compliance with Law. County and all persons performing work under this IGA shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license.
- I. Use of Funds. County will use the funds received from the City to fulfill its obligations under this IGA.
- J. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
- K. Severability. The Parties agree that if any term or provision of this IGA 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 IGA did not contain the particular term or provision held to be invalid.
- L. Third Party Beneficiary. There are no third party beneficiaries to this IGA and it may only be enforced by the Parties.
- M. Merger Clause. This IGA contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the subject matter of the funding provided under this IGA. There are no oral or written understandings that vary or supplement the conditions of this IGA that are not contained herein.

- N. **Electronic Transaction: Counterparts.** The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This IGA, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- O. **Termination for Cause.** Termination for cause based on County's misuse of funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by City. County shall return all funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by County under this Agreement shall, at the option of City, become the property of City; and County may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

City and County may terminate this IGA at any time by mutual written agreement. Alternatively, either party may, upon thirty 30 days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the IGA is terminated as provided in this paragraph, County shall return any funds that would have been used to provide services after the effective date of termination. Unless the parties agree otherwise, County shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

- P. **Public Records.** County acknowledges that City is subject to the Oregon Public Records Act. The City will not maintain records for specific enforcement cases and will direct public records requests to the County for any such records as the sole records custodian for the program. County agrees to maintain its records in accordance with state archiving laws, and fulfill any public records requests for enforcement cases applying redactions or withholding records covered by confidential submissions under ORS 192.502(4).
- Q. **Confidentiality.** County agrees to process complaints in accordance with ORS 192.502(4) to ensure confidentiality for any complainants requesting confidentiality. All information submitted by County is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which County requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

- R. Invoice and Reports. County will complete and submit to the City Project Manager the Title 13 Invoice, attached as Exhibit A, quarterly, or four times per year. In addition, County will complete and submit to the City Project Manager the Title 13 Activity Report, attached as Exhibit B, twice per year, once in January for the months of July, August, September, October, November and December; and again in July for the months of January, February, March, April, May and June.
- S. City Project Manager: The City Project Manager for this IGA is Pam Neild, City of Portland Bureau of Planning and Sustainability, or such other person as the Director of the Bureau of Planning and Sustainability may designate in writing.
- T. Grantee Project Manager: The Grantee Project Manager is Andrea Hamberg, or such other person as the County Health Department Director may designate in writing.

CITY OF PORTLAND

MULTNOMAH COUNTY

Name: Ted Wheeler
Title: City of Portland Mayor
City of Portland
Date:

Name: Ebony Clarke
Title: Interim Health Department Directors
Multnomah County
Date:

APPROVED AS TO FORM

City Attorney, City of Portland

Assistant County Attorney

Exhibit A: Invoice Template



Invoice/Request for Payment

All items in bold must be completed

FY2020-21 Special Appropriations Grant

<i>City Use Only</i>		Invoice No.	<input type="text"/>
Vendor No.	<input type="text"/>	Invoice Date	<input type="text"/>
Grant Agreement	3200xxxx	Terms	net 30 days
Project	<input type="text"/>		
Grantee Address	<input type="text"/>		
City	<input type="text"/>		
State, Zip	<input type="text"/>		
Contact Name	<input type="text"/>		
Contact Info.	<input type="text"/>		
Expense Period	<input type="text"/>	through	<input type="text"/>

Description (Budget Line Items)	Budget	Current Expenses	Expenses Previously Billed	Expenses to Date
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
INVOICE TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00

For City Use Only:

DPR	<input type="text"/>
DPO	<input type="text"/>
GR	<input type="text"/>
IO	<input type="text"/>
ACH	<input type="text"/>
EEO	<input type="text"/>

Approved By/Date (City of Portland approval)

Exhibit B: Title 13 Activity Log

Title 13 Activity Log

Enforcement Period:

Summary:

(Summary of work accomplished to include, but not limited to, number of complaints, number of enforcement visits, total number of fines issued, total amount of fines issued, unique or outstanding issues and recommended website or process updates.)

Log:

Site address	Resolution (y/n/pending)	Initial Contact Date	Animal Type	Hours (rounded to ¼ hr.)	Comments (i.e. fine issued and amount)

IMPACT STATEMENT

Legislation title: Authorize an Intergovernmental Agreement with the Multnomah County Department of Health Services for enforcement activities of specified animal regulations in amount not to exceed \$65,446 in FY 2021-22 (Ordinance)

Contact name: Pam Neild
Contact phone: (971) 288-8638
Presenter name: Pam Neild

Purpose of proposed legislation and background information:

To provide funds to Multnomah County for enforcement services related to Title 13 specified animal regulations and nuisance complaints in the City. This ordinance supports the City's policy for keeping animals and bees.

Financial and budgetary impacts:

- This legislation will not generate or reduce current or future revenue. The funding is included in the FY 2021-22 General Fund Special Appropriation.
- No positions will be created, eliminated or re-classified in the current year or future years as a result of this legislation.
- The legislation will result in a new IGA between the City and Multnomah County Department of Health Services.

Community impacts and community involvement:

- As they have for over three decades, Multnomah County Vector Control will enhance livability throughout the entire city by continuing to provide enforcement activity for specified animals. The funding for this effort was included in the overall budgeting process that included public involvement.

100% Renewable Goal:

- This legislation is not applicable to the City's goal of meeting 100 percent of community-wide energy needs with renewable energy by 2050.

Budgetary Impact Worksheet

Does this action change appropriations?

- YES:** Please complete the information below.
 NO: Skip this section