

## 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:

Title 13 of the Portland City Code indicates that the Director of the Multnomah County Health Department Vector and Nuisance Control, or the director's designee has authority to enforce the provisions of the City's specified animal regulations. Under Title 13, specified animals includes bees or livestock, including but not limited to fowl, horses, mules, burros, asses, cattle, sheep, goats, llamas, emu, ostriches, rabbits, swine, or other farm animals excluding dogs and cats. The City and the County have previously entered into agreements regarding the County's authority to enforce the City's regulations under Title 13.

The purpose of this IGA is to provide additional financial resources to assist Multnomah County in its efforts related to administration and enforcement of the City's specified animal regulations.

The parties agree as follows:

- A. Term. The term of this agreement shall be from July 1, 2014 to June 30, 2015. The agreement may be renewed for additional terms with mutual written consent.
- B. Responsibilities of City. The City agrees to provide funding in an amount not to exceed \$60,435 in FY 2014-15 to support County for the above project.
- C. Responsibilities of County. The County agrees to:
  - 1. The Multnomah County Health Department will continue to administer and enforce the City of Portland, Title 13 Animals for the City of Portland as provided in various existing, applicable City and County agreements and policies.
  - 2. By January 30, 2015 provide the following information to the City of Portland;
    - i) The number of existing specified animal permits by species.
    - ii) The number of specified animal permits by species issued in calendar year 2014 and records of any variances granted.
    - iii) A listing of animal nuisance complaints received in calendar year 2014.
    - iv) A listing of site visits by enforcement officers for nuisance complaints and specified animal facility site inspections in calendar year 2014.
    - v) A breakdown by major expense categories (personnel, overhead, local travel, materials and services, etc.) of the uses of the funding provided to the County under this IGA.

- D. Payment Procedure.
1. Multnomah County shall invoice the City of Portland half the sum of this contract \$30,217.50 upon the signing of both parties. The second half to be invoiced by Multnomah County with the January 30, 2015 deliverable.
- E. 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 risk. Increases to the amount of funding provided under this IGA amount must be approved by the City Council.
- F. 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.
- G. 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.
- H. Use of Funds. County will use the funds it receives from City in accordance with this IGA and shall not use the funds for any other purposes. If for any reason County receives a grant payment under this IGA and does not use the funds, provide required services or take any actions required by the IGA the City may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require County to immediately refund to the City the amount improperly expended or received by County.
- I. 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.
- J. 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.
- K. Third Party Beneficiary. There are no third party beneficiaries to this IGA and it may only be enforced by the Parties.
- L. 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.

- M. 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.
- N. Termination for Cause. Termination for cause based on County's misuse of grant 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.
- O. Termination by Agreement or for Convenience of City. City and County may terminate this IGA at any time by mutual written agreement. Alternatively, City 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 grant 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. Records. County will maintain all records provided for under this IGA. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager, or other designated persons, upon request.
- Q. Reports. County will complete and submit to the City Project Manager the Special Appropriation Reporting Form, attached as Exhibit A, no later than thirty (30) days after the completion of the project. City reserves the right to request additional documentation to support County's expenditure of grant funds had complied with the IGA and/or interim reports or information on the progress of work, services or actions required from County.
- R. City Project Manager: The City Project Manager for this IGA is Steve Cohen, 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.
- S. Grantee Project Manager: The Grantee Project Manager is Chris Wirth, or such other person as the County Health Department Director may designate in writing.

## CITY OF PORTLAND

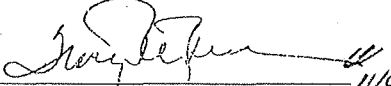
## MULTNOMAH COUNTY

\_\_\_\_\_  
Name: Charlie Hales  
Title: City of Portland Mayor  
City of Portland  
Date:

\_\_\_\_\_  
Name:  
Title: Health  
Multnomah County  
Date:

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
City Attorney, City of Portland 11/4/14  
CITY ATTORNEY

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Assistant County Attorney