

EXHIBIT A

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, 2015 to June 30, 2016. 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 2015-16 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 Animal Regulations for the City of Portland as provided in various existing, applicable City and County agreements and policies.
 - 2. By April 1, 2016 make appropriate changes to the Multnomah County Animal Code web site page(s) and provide the following information to the City of Portland;
 - i) The total number of all historical, existing specified animal permits by species.
 - ii) The number of specified animal permits by species issued in calendar year 2015.
 - iii) A single document/spreadsheet that lists animal nuisance complaints and Specified Animal Facility applications with the corresponding inspections and comments for calendar year 2015.
 - iv) 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 April 1, 2016 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

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

APPROVED AS TO FORM

City Attorney, City of Portland

MULTNOMAH COUNTY

Joanne Fuller /w/
Name: Joanne Fuller
Title: Health Department Director
Multnomah County
Date:

/s/ Bernadette Nunley
(via email 2/11/2016)

Assistant County Attorney

Animal Codes web page: <https://multco.us/health/records-and-regulations/animal-codes>

Required:

- 1) If you have more than three ~~of those animals or one of any other animal mentioned~~ ducks, chickens, rabbits, doves, pigeons or pygmy goats you must apply for a permit. ~~Being granted a permit depends on how closely~~ You and meet the City of Portland's criteria. (The provided "City of Portland's criteria" link goes to the Title 13 root page. It should go to the Specified Animal Facility page.)
- 2) Chicken Requirements link goes to the urban chickens brochure which does not include all Title 13 specifications in the "Application Process" section. For example, the "Process" section doesn't mention coops have to be 15 feet from a residence, but it shows up later in the FAQ section. If all the requirements aren't listed in the brochure, a link should be provided to Title 13 specified animal regulations with a note that all requirements can be found there.
- 3) Beekeeping Requirements link
Beekeeping Requirements link should be renamed "Beekeeping in the City of Portland" as it links to the brochure and not Title 13.
- 4) Beekeeping Notification Packet and Beekeeping Checklist links should be combined into one link that's called Beekeeping Application Materials.

Chicken Facility Requirements:

2-square feet and 10-square feet

Wild or Predatory Animals

What is the origin of this paragraph? How does this section relate to the Title 13 language that is found in the definition of "Livestock" (13.05.005 C)?

Why do I need my neighbor's approval?

Change to "Why do I need to inform my neighbors?"

Chicken Requirements

General Information

- 1) This link goes to the "Urban Chickens in the City of Portland" brochure. It should include "See City Code Title 13 for complete rules" like the specified animals brochure
- 2) "Three hens or less (per address) are ~~typically~~ allowed without a permit.

Application Process for a Permit

Does a permit request not trigger a call from the County to schedule a pre-inspection?

FAQ

- 1) The answer to the two chickens and one horse question seems out of place in a chicken brochure. And, it's confusing as chickens and horses are in two separate categories. A permit is always needed for the horse, but it has nothing to do with the chickens.
- 2) How does the answer to "Are chickens allowed to roam in the neighborhood" relate to 13.05.035 Livestock within Fifty Feet of Residence?" This rule on "picketing" should be reassessed.

Facility Checklist

- 1) Use general language from 13.05.015 such as "the facility is in good repair, capable of being maintained in a clean and sanitary condition...will not create a nuisance or disturb neighboring residents....," rather than specifics such as "open feeding" that are not addressed in Title 13.
- 2) The brochure says "Sufficient liability insurance to address potential damage from your chickens (this is not required, but is recommended)." County permit form says "A copy of your current insurance document (homeowners or rental) indicating you have a minimum of \$50,000.00 liability for possible damages caused by your animals/bees **MUST** be included."

Other Specified Animal Requirements

General Information

"Permits are required for ~~4~~ four or more animals" should be changed to indicate that some animals require a permit even if it's one animal.

Application Process

- 1) "Bee petition form" should be "bee notification form." Bolded information should be deleted.
- 2) Provide a safe enclosure that meets all ~~local~~ requirements. As in chicken brochure, should be general language and non-specific.
- 3) Contact a "qualified building contractor" should be changed to include other resources such as local farm or hobbyist store, NGO, or books.

FAQ

- 1) "If you intend to keep more than ~~3~~ three animals...."
- 2) Change "Do I need written permission from my neighbors" to "Do I need to inform my neighbors" and delete outdated info on bees.
- 3) "If you would like to exceed ~~3~~ three animals..."

Facility Checklist

Same edits/suggestions as noted for chicken brochure.

Beekeeping Requirements

Beekeeping Requirements, Beekeeping Notification Packet, and Beekeeper Checklist should be under one heading, "Beekeeping Application" with an introductory paragraph,

General Information

Delete third paragraph so as not to reinforce incorrect, negative misinformation.

Application Process

- 1) "The steps on this list are provided for your reference. Please complete the accompanying "Beekeeper Checklist" and submit with your application."
- 2) Second paragraph needs a period.
- 3) In #2, "Requirements" should be "requirements."
Rewrite #2 with general information.
What is "adequate ventilation?"
Hedgerows (should be 6-foot hedgerow) are mandated only if a hive is less than 150 ft. from public building/amenity or residence.
- 4) "Fill out the beekeeping application form." There is no such named document (see next section).

Bee Keeping Requirements (Beekeeping should be one word)

- 1) Delete first and second check marks as bees are only kept in hives and there are no "approved" enclosures. The city does not have building codes that apply to bee hives.
- 2) 6-foot (needs hyphen) partitioning—only required if less than 150 ft. from public building/ amenities or residence.

Beekeeping Notification Packet

- 1) Make the *Beekeeper Checklist* the first document with an introductory paragraph that explains how to submit the documents and acts as a guide for the process.
- 2) Change the name of the "*Neighborhood Beekeeping Notification Form*" to "*Neighborhood Beekeeping Application*."
- 3) Make the language of the *Neighborhood Beekeeping Notification Affidavit of Mailing* less formal.
- 4) Sample letter: "...the beekeeping requirements for bees kept within the City of Portland."
- 5) *Multnomah County Beekeeping Requirements to Administer City of Portland Title 13:*
How does a renter include a copy of their homeowners or business insurance?

Beekeeper Checklist

- 1) "Bee box(es) or similar approved enclosure"--As mentioned above, beekeeping by definition means keeping bees in a hive box and there is no criteria for an approved enclosure.
- 2) "Beehive facility complies with city building codes, if applicable."--The facility would have to be over 200 sq. ft. or over 10 feet in height.
- 3) Change sixth checkbox to "Hives have to be placed a minimum of 15 feet away from any residence other than your own, or from a public sidewalk, street, or public area."
- 4) Neighborhood notification should be listed after all facility requirements.
- 5) A 6-foot barrier is required if hives are within 150 feet of a public walkway, street, road, or any public building, park, recreation area, or residential dwelling other than your own.
- 6) Last checkbox--Title 13 makes no mention of requiring renter to obtain permission of the landlord to keep specified animals.

CITY BUDGET OFFICE

Charlie Hales, Mayor
Nick Fish, Commissioner
Amanda Fritz, Commissioner
Steve Novick, Commissioner
Dan Saltzman, Commissioner
Mary Hull Caballero, Auditor



Andrew Scott, Director

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CITY OF PORTLAND, OREGON

Exhibit B

Special Appropriation Reporting Form

Organizational Information

Organization Name:
Organization Address:
Contact Name:
Phone:
E-mail:
Tax ID Number:

Amount awarded by the City of Portland: \$ _____

Award Date:

Project Completion Date:

Date Submitted:

Mission of Organization: *(This should be your organization's official mission statement.)*

Purpose of Appropriation: *(This can be identical to the narrative in the request form.)*

Please briefly describe how funds from the City were spent. Provide a high-level breakdown of the expenditures, explaining staffing on the project, contracts, and other major costs. In addition to a written narrative, please fill out the table on the following page.

Please describe specific outputs/deliverables and related outcomes.

PROJECT or INITIATIVE BUDGET**EXPENSES**

Include all expenses related to this project or initiative:

FTE

Direct staff costs \$ _____

Internal materials and services \$ _____

Contract costs \$ _____

Administrative overhead rate \$ _____

TOTAL EXPENSES \$ _____

IRS Form 990 Return of Organization Exempt From Income Tax

Please include a copy of the most recent IRS Form 990 with this reporting form.

<http://www.irs.gov/pub/irs-pdf/f990.pdf>**City Grant Manager**

Name:

Phone:

Email:

Date:

I have reviewed the above information and I concur with this report as submitted by the grantee. The recipient organization understands that the City may exercise its right to examine supporting documents for the expenses outlined above as allowed in the grant agreement.

Signature