

## EXHIBIT A

Specified Animal Regulation 2023/2024

### INTERGOVERNMENTAL AGREEMENT 30008527

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, 2023 through June 30, 2024.
- B. Contract Value. Will not to exceed \$66,441 for FY 2023-24.
- C. Responsibility of Bureau of Planning and Sustainability (BPS) are described in Attachment A: Scope of Work.
- D. Responsibilities of County are described in Attachment A: Scope of Work.
- E. Payment Procedure.
  1. The not-to-exceed amount of this IGA is \$66,441. This is a cost reimbursable agreement, meaning County will only be reimbursed for eligible expenses incurred. However, after the IGA becomes effective, County may choose to submit an invoice using City’s invoice template included as Attachment D for a quarter (\$16,610.25.) of the IGA to the City Project Manager for approval and payment. The City will pay County the amount of the invoice within thirty (30) days of the approval date. Subsequent payments will be made after review and approval of the progress report and invoice, Attachments C and D, respectively, which are due on a quarterly basis from the date of the final agreement signature. If County requested a quarter of the IGA amount upon execution, then subsequent payments will only be made after the County submits eligible expenses that exceeds the amount requested. County may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates.
  2. County agrees to operate the program as described in the scope of work “Attachment A”

## EXHIBIT A

and to expend funds in accordance with the approved budget “Attachment B”, unless County receives prior written approval from the City’s Project Manager to modify the program or the budget. Requests for payment must be made using Attachment D and accompanied by Attachment C. Backup documentation to support eligible expenses is also required. Examples of backup documentation includes, but is not limited to payroll reports, timesheets, invoices, meeting agendas, sign in sheets, copies of checks, etc.

3. If for any reason County receives a payment under this IGA and does not use the IGA funds, provide required services or take any actions required by the IGA the City may, at its option terminate, reduce or suspend any IGA 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.
  4. Payments under this IGA may be used only to provide the services or take the actions listed previously in this IGA and shall not be used for any other purpose.
  5. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If County’s project is subject to the prevailing wage requirements, County will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
  6. Prevailing wage indemnity. COUNTY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF COUNTY’S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.
- F. Amendments. The Director of the Bureau of Planning and Sustainability 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.

## EXHIBIT A

- 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. Records and Audits
1. Records Retention. County shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). County agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of ten (10) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
  2. City Audits. City, either directly or through a designated representative, may conduct financial and performance audits of County's records related to this Agreement at any time in the course of the Agreement and during the records retention period listed above. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
  3. Access to Records. City may examine, audit and copy County's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. County shall make copies of applicable records available upon City's request.
- O. 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.

## EXHIBIT A

- P. 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 the 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.

- Q. 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 192.355(4).
- R. Confidentiality. County agrees to process complaints in accordance with ORS 192.355(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.
- S. 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,

**EXHIBIT A**

October, November and December; and again in July for the months of January, February, March, April, May and June.

- T. 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.
- U. County Project Manager: County 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: Donnie Oliveira  
Title: Director  
Bureau of Planning and Sustainability  
City of Portland

\_\_\_\_\_  
\_\_\_\_\_  
Name: Valdez Bravo  
Title: Interim Health Department Director  
Multnomah County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Attachment A: Scope of Work**

The City expects 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.

#### Expected Activities:

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 Attachment 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 Attachment D, on a quarterly basis.
6. Complete and submit to the City Project Manager the Title 13 Progress Report, attached as Attachment C, 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.

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 be available to County staff as needed to help resolve possible Title 13 violations.

**EXHIBIT A**

**Attachment B: Budget**

**PROJECT BUDGET**

**EXPENSES:** please identify all expenses related to the project.

Code Enforcement Officer	\$48,843
Office Assistant Senior	\$5,187
Supervisor	\$7,928
Overhead	\$4,483
	\$0
	\$0
	\$0
	\$0
<b>TOTAL EXPENSES</b>	<b>\$66,441</b>

**BUDGET NARRATIVE:** Please describe the anticipated costs and their role in carrying out the project.

## EXHIBIT A

Code Enforcement Officer - contacts the complainant and/or property owner where the issue(s) is occurring and assists with resolving the issue(s); can give fines if the issue(s) cannot be resolved in a timely manner; attends hearings if needed.

Office Assistant Senior - does the initial intake of calls from citizens and enters them into the database; prepares and seeds out letters and information to the property owner of the complaint.

Supervisor - manages the financial portion of the program including billings and reporting; assists Code Enforcement Officer and OA Senior as needed with challenging cases.

Public Health Vector Specialist - assists the Code Enforcement Officer when on leave; manages and updates the database as needed.

Outreach - updating and printing informational pamphlets into the top five languages in Multnomah County and the use of Linguava for communication and translation as needed.

Environmental Health Services (EHS) enforces rules and regulations by either direct or delegated authority. The Title 13 IGA with the City of Portland delegates authority to enforce Title 13 of City of Portland Code. EHS has agreed to take on this delegated authority in order to reduce exposure to vector-borne diseases related to specified animals.

EHS policies and procedures pursue an education-first process, whereby EHS works with individuals with complaints related to specified animals, helping them to get into compliance with rules related to specified animals.

The ability to cite and fine individuals is embedded in Title 13. EHS does not aim to cite or fine individuals, because again our goal is education and behavior change to reduce exposure to vector-borne diseases. If it were to become necessary to fine an individual, we would provide information on the County appeals process. We use this process in Tobacco, Inspections, and Unincorporated Rental Housing. In the case of an appeal, the County would be represented by a contracted hearings officer.



# EXHIBIT A

## Attachment C: Progress Report

### 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)

**EXHIBIT A**

**Attachment D: Invoice Template**

**EXHIBIT A**

# Special Appropriations Grant

## Invoice/Request for Payment

\*\*\*All items in bold must be completed\*\*\*

### FY2023-24 Special Appropriations Grant

<i>City Use Only</i>		<b>Invoice No.</b>	
<b>Vendor No.</b>		<b>Invoice Date</b>	
<b>Grant Agreement</b>		<b>Terms</b>	net 30 days
<b>Project</b>	Title 13 Specified Animal Regulation		
<b>Grantee Address</b>	Multnomah County Health Department - HQTR, 165/05 Gladys McCoy - Cash Management		
<b>City</b>	619 NW 6th Ave, 5th Floor		
<b>State, Zip</b>	Portland		
<b>Contact Name</b>	OR, 97209		
<b>Contact Info.</b>	Levi Zahn / Andrea Hamberg		
<b>Expense Period</b>	7/1/2023	through	6/30/2024

Description (Budget Line Items)	Budget	Current Expenses	Expenses Previously Billed	Expenses to Date
Code Enforcement Officer	\$48,843.00	\$0.00	\$0.00	\$0.00
Office Assistant Senior	\$5,187.00	\$0.00	\$0.00	\$0.00
Supervisor	\$7,928.00	\$0.00	\$0.00	\$0.00
Overhead	\$4,483.00	\$0.00	\$0.00	\$0.00
<b>INVOICE TOTAL:</b>	<b>\$66,441.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*For City Use Only:*

DPR	
DPO	

**EXHIBIT A**

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Approved By/Date (City of Portland approval)